

SERFF Tracking Number: CNNB-125304710 State: Arkansas
First Filing Company: The Cincinnati Indemnity Company, ... State Tracking Number: AR-PC-07-026229
Company Tracking Number: (D)A-07-2936-AR
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: (D)A-07-2936-AR
Project Name/Number: /

Filing at a Glance

Companies: The Cincinnati Indemnity Company, The Cincinnati Insurance Company

Product Name: (D)A-07-2936-AR SERFF Tr Num: CNNB-125304710 State: Arkansas
TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: AR-PC-07-026229
Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: (D)A-07-2936-AR State Status:
(PPA)
Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty
Montesi, Brittany Yielding
Author: David Nutt Disposition Date: 09/27/2007
Date Submitted: 09/26/2007 Disposition Status: Approved
Effective Date Requested (New): 04/01/2008 Effective Date (New): 04/01/2008
Effective Date Requested (Renewal): 04/01/2008 Effective Date (Renewal):

General Information

Project Name: Status of Filing in Domicile: Not Filed
Project Number: Domicile Status Comments:
Reference Organization: ISO Reference Number: PP-2007-OEND1
Reference Title: Advisory Org. Circular: LI-PA-2007-160
Filing Status Changed: 09/27/2007
State Status Changed: 09/26/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Amending forms CPA0311AR, CPA0564AR, CPA1023AR, & CPA1094AR to comply with Arkansas House Bill 2243

Company and Contact

Filing Contact Information

Dave Nutt, Senior Filings Specialist dave_nutt@cinfin.com
6200 S. Gilmore Road (513) 870-2887 [Phone]
Fairfield, OH 45014 (513) 881-8885[FAX]

Filing Company Information

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The Cincinnati Indemnity Company
6200 S. Gilmore Rd.
Fairfield, OH 45014
(513) 870-2000 ext. [Phone]

CoCode: 23280
Group Code: 244
Group Name:
FEIN Number: 31-1241230

State of Domicile: Ohio
Company Type:
State ID Number:

The Cincinnati Insurance Company
6200 S. Gilmore Rd.
Fairfield, OH 45014
(513) 870-2000 ext. [Phone]

CoCode: 10677
Group Code: 244
Group Name:
FEIN Number: 31-0542366

State of Domicile: Ohio
Company Type:
State ID Number:

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	09/26/2007	15813760
The Cincinnati Indemnity Company	\$0.00	09/26/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	09/27/2007	09/27/2007

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Disposition

Disposition Date: 09/27/2007
Effective Date (New): 04/01/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Side by Side Exhibits	Approved	Yes
Form	UNINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE	Approved	Yes
Form	PERSONAL INJURY PROTECTION COVERAGE - ARKANSAS	Approved	Yes
Form	UNINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE	Approved	Yes
Form	AMENDMENT OF POLICY PROVISIONS - ARKANSAS	Approved	Yes

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TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: (D)A-07-2936-AR

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	UNINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE	CPA0311 AR	04-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CPA0311AR (5/06) Previous Filing #: (D)A-05-2650-AR		CPA0311AR 04-08.pdf
Approved	PERSONAL INJURY PROTECTION COVERAGE - ARKANSAS	CPA0564 AR	04-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CPA0564AR (9/02) Previous Filing #: (D)A-02-2134-AR		CPA0564AR 04-08.pdf
Approved	UNINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE	CPA1023 AR	04-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CPA1023AR (5/06) Previous Filing #: (D)A-05-2650-AR		CPA1023AR 04-08.pdf
Approved	AMENDMENT OF POLICY PROVISIONS - ARKANSAS	CPA1094 AR	04-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CPA1094AR (1/04) Previous Filing #: (D)A-03-2312-AR		CPA1094AR 04-08.pdf

UNDERINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE ARKANSAS

SCHEDULE

UNDERINSURED MOTORISTS COVERAGE	Limit of Liability SPLIT LIMITS
Bodily Injury Liability	\$ _____ each person \$ _____ each accident
Property Damage Liability	\$ _____ each accident
	SINGLE LIMIT
Bodily Injury Liability / Property Damage Liability	\$ _____ each accident

INSURING AGREEMENT

A. "We" will pay compensatory damages which a "covered person" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of:

1. "Bodily Injury":
 - a. Sustained by a "covered person"; and
 - b. Caused by an accident.
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both "bodily injury" and "property damage" apply.

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

"We" will pay under this coverage only if **1.** or **2.** below applies:

1. The limits of liability under all applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between a "covered person" 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";
 - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
 - b. Advance payment to the "covered person" 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 a "covered person" may proceed with his or her claim for damages under this coverage anytime after settlement of that "covered person's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

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

B. "Covered person" 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.** "Motor vehicle" as used in this endorsement means:
1. A self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck and motorcycle.
 2. A motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office.
 3. "Motor vehicle" does not include a trolley, street car, "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.
- D.** "Property Damage" as used in this endorsement means:
1. Injury to or destruction of "your covered auto", including its loss of use.
 2. Injury to or destruction of any property owned by a person listed in **1.** and **2.** of "covered person" while contained in "your covered auto".
 3. Loss of use of damaged or destroyed property.
"We" will pay a reasonable amount for loss of use for such damaged or destroyed property.
- E.** "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, it's limit for bodily injury liability is either:
1. Less than the limit of liability for this coverage: or
 2. Reduced by payments to others injured in the accident to an amount that is less than the limit of liability for this coverage.
- 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 the state in which "your covered auto" is principally garaged.
 2. Owned by or furnished or available for your regular use or that of any "family member" or any other "covered person".
 3. Owned by any governmental unit or agency.
 4. Operated on rails or crawler treads.
 5. Designed for use mainly off public roads while not upon public roads.
 6. While located for use as a residence or premises.
 7. 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 amount required by that 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.
 9. For which liability coverage is afforded under this policy.

EXCLUSIONS

- A.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
1. By a "covered person" while operating or "occupying", a "motor vehicle" owned by that "covered person", a spouse or a resident relative of a "covered person" if the "motor vehicle" is not specifically

- identified in this endorsement, or is not a newly acquired or replacement "motor vehicle" covered under this endorsement. This includes a "trailer" of any type used with that "motor 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.
 3. If that person settles the "bodily injury" claim 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 (**A.3.**) does not apply if such settlement does not prejudice "our" right to recover payment.
- B.** "We" do not provide Underinsured Motorist Coverage for "bodily injury" sustained by any "covered person";
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. While operating or "occupying" a "motor vehicle" without a 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.
- 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;
 2. Disability benefits law;
 3. Personal injury protection benefits; or
 4. Pension statutes.
- 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 - SPLIT LIMITS

- A.** The limit of bodily injury liability shown in the Schedule or the Declarations for each person for Underinsured Motorist Coverage is "our" maximum limit of liability for all damages, including damages claimed by any person or organization for care, loss of services, or death due to and 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 Schedule or the Declarations for each accident for Underinsured Motorist Coverage is "our" maximum limit of liability for all damages due to and arising out of "bodily injury" resulting from any one accident. This is the most "we" will pay regardless of the number of:
1. Policies;
 2. "Covered persons";
 3. Claims made;
 4. Vehicles or premiums shown in the Declarations; or
 5. 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 endorsement for any element of loss for which payment has been made by or for anyone is legally liable.
- 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 workers' compensation, personal injury protection benefits, disability benefits, pension statutes or similar laws, including medical payments made under any statute.
- E.** "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;
2. Disability benefits law;
3. Personal injury protection benefits; or
4. Pension statutes.

Any payment "we" make under this coverage will reduce any amount that person is entitled to recover under Part **A** of this policy.

LIMIT OF LIABILITY - SINGLE LIMITS

- A.** The limit of bodily injury liability shown in the Schedule or the Declarations for each person for Underinsured Motorist Coverage is "our" maximum limit of liability for all damages, including damages claimed by any person or organization for care, loss of services, or death resulting from any one accident. This is the most "we" will pay regardless of the number of:
1. Policies;
 2. "Covered persons";
 3. Claims made;
 4. Vehicles or premiums shown in the Declarations; or
 5. 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 for anyone who is legally liable.
- 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 workers' compensation, personal injury protection benefits, disability benefits, pension statutes or similar laws, including medical payments made under any statute.
- E.** "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.
 3. Personal injury protection benefits; or
 4. Pension statutes.

Any payment "we" make under this coverage will reduce any amount that person is entitled to recover under Part **A** of this policy.

OTHER INSURANCE

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

1. The maximum recovery under all policies combined may equal but not exceed the highest applicable limit for any one vehicle under any policy providing coverage on either a primary or excess basis. However, any insurance "we" provide with respect to vehicle "you" do not own shall be excess over all other collectible underinsured motorists insurance. "We" will pay only the amount by which the limit of liability for this coverage exceeds the limits of such other insurance.
2. 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.

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 a "family member" from a rental company for a period not more than 90 days.
3. In the event that the tortfeasor's motor vehicle liability insurance carrier and the underinsured motorist coverage are provided by the same insurance company, the underinsured party may proceed against his underinsured insurance carrier at any time after settlement of the underlying tortfeasor's liability policy claim.

ARBITRATION

- a. If "we" and a "covered person" do not agree:
 - (1) Whether that person is legally entitled to recover damages from a party responsible for the accident;
 - (2) 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 "covered person" and "we" must mutually agree to arbitrate the disagreements. If the "covered person" 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 the third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- (1) Pay the expenses it incurs; and
 - (2) Bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "covered person" 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.

ADDITIONAL DUTIES FOR UNDERINSURED MOTORISTS COVERAGE

A person seeking coverage under this endorsement must also promptly:

1. Promptly send "us" copies of the legal papers if a suit is brought; and
2. Promptly notify "us" in writing by certified mail, return receipt requested of a tentative settlement between the "covered person" and 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) and allow "us" 30 days to advance payment to that "covered person" 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).

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 a "covered person" may proceed with his or her claim for damages under this coverage anytime after settlement of that "covered person's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

3. Cooperate with "us" in the investigation, settlement or defense of any 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.

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:

OUR RIGHT TO RECOVER PAYMENT

1. If "we" make any payment under this policy and the person to or for whom payment was made has a right to recover damages from another, "we" shall be subrogated to that right. "Our" right to recovery under Paragraph **A.** and **B.** only exists after the "covered person" is fully compensated.

"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 a "covered person" 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
- b. Fail to advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If "we" advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of the notification:

- a. That payment will be separate from any amount the "covered person" 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.

2. If "we" make any payment and the "covered person" recovers from another party, the "covered person" shall:
 - a. Hold the proceeds in trust for "us"; and
 - b. Pay "us" back the amount "we" have paid.

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 Underinsured Motorists Coverage of this policy unless the "covered person" has satisfied all of the things that "covered person" is required to do under the terms and conditions of this endorsement. Any claim for 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.

All other provisions of this policy apply.

PERSONAL INJURY PROTECTION COVERAGE - ARKANSAS

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

SCHEDULE

Benefits	Vehicle to Which Benefit Applies	Limit of Liability	Premium
<input type="checkbox"/> Medical Payments	Any "motor vehicle" which is registered or principally garaged in Arkansas and is: <input type="checkbox"/> Owned by the "named insured" and covered under Part A, of this policy. <input type="checkbox"/> _____	\$ _____ per person \$ _____ per "pedestrian" other than the "named insured" or any "family member".	\$ _____
<input type="checkbox"/> Work Loss	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is: <input type="checkbox"/> Owned by the "named insured" and covered under Part A, of this policy. <input type="checkbox"/> _____	70% of loss of gross income up to a maximum of \$140 per week for an income earner. Up to \$70 per week for a non-income earner.	\$ _____
<input type="checkbox"/> Accidental Death	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is: <input type="checkbox"/> Owned by the "named insured" and covered under Part A, of this policy. <input type="checkbox"/> _____	\$5,000 per person	\$ _____
Total Premium			\$ _____

I. Definitions

The Definitions section is amended as follows:

A. The following definitions are replaced:

1. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
2. With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Schedule or Declarations to which medical payments apply. This includes:
 - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - (1) Breakdown;

- (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.
- b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Schedule or Declarations to which work loss applies. This includes:
- a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.
 - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
- B. The following definitions are added:
- 1. "Motor vehicle" means
 - a. A self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck and motorcycle.
 - b. A motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office.
 - c. "Motor vehicle" does not include a trolley, street car, "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.
 - 2. "Named insured" means the person named in the Declarations.
 - 3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
 - a. Motorcycle; or
 - b. Vehicle operated by human or animal power.
 - 4. "Private passenger auto" means a "motor vehicle" which is a:
 - a. Private passenger;
 - b. Station wagon; or
 - c. Jeep type;
 automobile.
 - 5. "Private passenger motor vehicle" means a "motor vehicle" which is a:
 - a. "Private passenger auto".
 - b. Pickup or van not customarily used for:
 - (1) Occupational;
 - (2) Professional; or

(3) Business;
purposes, other than farming or ranching.

c. Motorcycle.

However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public or livery conveyance for passengers.

C. "Insured" as used in this endorsement means:

1. The "named insured" or any "family member" who sustains "bodily injury" while:
 - a. "Occupying"; or
 - b. A "pedestrian" struck by;
a "motor vehicle".
2. Any other person who sustains "bodily injury":
 - a. While:
 - (1) "Occupying"; or
 - (2) A "pedestrian" struck by;
"your covered auto".
 - b. While "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
 - (1) Use of such "motor vehicle" by the "named insured";
 - (2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured", or
 - (3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a private passenger auto or "trailer".

However, this provision (2.b.) does not apply to work loss or accidental death.

II. PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

A. "We" will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

"We" will only pay those benefits for which either the word included, or a specific premium, is shown in the Schedule or Declarations.

B. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
 - a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
 - b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work loss.
 - a. If an insured is an income earner, loss of income from work that insured would have performed had he not sustained "bodily injury".

- b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured".

- 3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an insured within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

EXCLUSIONS

- A. "We" will not provide Personal Injury Protection Coverage for "bodily injury".
 - 1. Sustained by any "insured" while:
 - a. Operating "your covered auto" without the "named insured's" express or implied consent; or
 - b. Not in lawful possession of "your covered auto".
 - 2. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.
 - 3. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 - d. Other hazardous;
properties of nuclear material.
- B. "We" do not provide coverage for medical payments or work loss for "bodily injury" sustained by any insured to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:
 - 1. Workers' compensation law; or
 - 2. Employer's disability law.
- C. "We" do not provide coverage for work loss or accidental death sustained by:
 - 1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "named insured".
 - 2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;
the "named insured" or that "family member".

3. Any "family member" entitled to similar coverage as a "named insured" under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
 4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a "named insured" or "family member" under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- D. "We" will not provide coverage for medical payments for "bodily injury" sustained by:
1. The "named insured" while "occupying" any "motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;the "named insured".
 2. Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;the "named insured" of that "family member".
 3. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;the "named insured" of that "family member".
 4. Any insured, while "occupying your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
 5. Any insured, other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
 6. Any insured other than the "named insured" or any "family member".
 - a. While "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:
 - (1) Selling;
 - (2) Repairing;
 - (3) Servicing;
 - (4) Storing; or
 - (5) Parking;"motor vehicles".
 - b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or occupation not described in **6.a.** This exclusion (**6.b.**) does not apply to "bodily injury" resulting from the operation or occupancy of a:
 - (1) "Private passenger auto", or
 - (2) Trailer used with such "private passenger auto" or "your covered auto";by the "named insured" or his private chauffeur or domestic servant.

7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has or reasonably believes he has, the permission of the owner to use such "motor vehicle".

PAYMENT OF BENEFITS

"We" may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

COORDINATION OF COVERAGE

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

LIMIT OF LIABILITY

The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most "we" will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "Insureds";
2. Policies or bonds applicable;
3. Claims made; or
4. "Your covered auto".

OTHER INSURANCE

A. Any insurance "we" provide for medical payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a "named insured" under another motor vehicle insurance under another vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by a "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a "named insured" or "family member" under another motor vehicle insurance policy providing direct benefits without regard to fault.

B. Except as provided in **A.** above, if there is other similar collectible insurance which provides coverage for medical payments, "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.

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

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

C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

D. Any insurance "we" provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Schedule or Declarations exceeds the applicable limits of liability of all other insurance.
2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - b. "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.

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

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

III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

- A. The second and third paragraph of the General Duties are replaced by the following:
 - A. "We" must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any insureds and witnesses.
 - B. A person seeking Personal Injury Protection Coverage must:
 - 3.a. Submit, as often as "we" reasonably require, to physical and mental exams by physicians "we" select. "We" will pay for these exams.
- B. The following duties are added:

A person seeking Personal Injury Protection Coverage must:

 1. Give "us" written proof of claim, under oath if required. This proof of claim must include:
 - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
 - b. Any other information which may assist "us" in determining the amount due and payable.
 2. At "our" request, furnish "us" with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
 3. Promptly send "us" copies of:
 - a. The summons and complaint; or
 - b. Other process;served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

IV. PART F - GENERAL PROVISIONS

Part F is amended as follows:

- A. The Our Right to Recover Payment provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

1. This provision does not apply to accidental death.
2. Paragraph **A.** of the provision is replaced by the following:

If "we" make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:

- a. Hold in trust for "us" such rights of recovery;
 - b. Do nothing after loss to prejudice them;
 - c. Do whatever is necessary to secure these rights; and
 - d. Execute and deliver to "us" any instruments and papers as may be appropriate to secure that person's and our rights.
3. The following is added to paragraph **B.**:
"We" will have a lien against the proceeds of the recovery. "We" may give notice of the lien to:
 - a. The person or organization causing "bodily injury";
 - b. That person's agent or insurer; or
 - c. A court having jurisdiction in the matter.

- B. Paragraph **B.** of the Policy Period and Territory provisions is replaced by the following:

POLICY PERIOD AND TERRITORY

- B.** The policy territory is:
1. The United States of America, its territories and possessions; or
 2. Canada.

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

All other provisions of this policy apply.

UNINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE ARKANSAS

Part C is replaced by the following:

SCHEDULE

UNINSURED MOTORISTS COVERAGE	Limit of Liability SPLIT LIMITS
Bodily Injury Liability	\$ _____ each person \$ _____ each accident
Property Damage Liability	\$ _____ each accident
SINGLE LIMIT	
Bodily Injury Liability / Property Damage Liability	\$ _____ each accident

INSURING AGREEMENT

"We" will pay damages which a "covered person" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury":
 - a. Sustained by a "covered person"; and
 - b. Caused by an accident.
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorists Coverage applies. However, when both "bodily injury" and "property damage" Uninsured Motorists Coverage is afforded, only Items 1, 2, and 4 of the definition of "uninsured motor vehicle" will apply to "property damage".

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

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".

"Covered person" as used in this endorsement means:

1. "You".
2. Any "family member" who does not own an auto.
3. Any "family member" who owns an auto, but only while "occupying your covered auto".
4. Any other person "occupying your covered auto".
5. 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., 2., 3. or 4. above.

"Motor vehicle" as used in this endorsement means:

1. A self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck and motorcycle.
2. A motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office.
3. "Motor vehicle" does not include a trolley, street car, "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.

"Property Damage" as used in this endorsement means:

1. Injury to or destruction of "your covered auto", including its loss of use.
2. Injury to or destruction of any property owned by a person listed in **1.** and **2.** of "covered person" while contained in "your covered auto".
3. Loss of use of damaged or destroyed property.

"We" will pay a reasonable amount for loss of use for such damaged or destroyed property.

"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 to the "motor vehicle" or "trailer" or the owner or operator of the "motor vehicle" or "trailer".
2. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
 - (a) Hit "you" or any "family member", "your covered auto" or a vehicle "you" or any "family member" is "occupying"; or
 - (b) Cause "bodily injury" to "you" or any "family member" without hitting "you" or any "family member", "your covered auto" or a vehicle "you" or any "family member" 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.

3. 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 "motor vehicle" or equipment:

1. Owned by or furnished or available for your regular use or that of any "family member" or any other "covered person".
2. 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 amount required by that motor vehicle law.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed for use mainly off public roads while not on public roads.
6. While located for use as a residence or premises.
7. For which liability coverage is afforded under this policy.

EXCLUSIONS

- A. "We" do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by a "covered person":
 1. While that person is operating or "occupying" a "motor vehicle" owned by a "covered person", a spouse or a resident relative of a "covered person", if the "motor vehicle" is not specifically identified in this endorsement, or is not a newly acquired or replacement "motor vehicle" covered under this endorsement. This includes a "trailer" of any type used with that "motor vehicle".
 2. If that person settles the "bodily injury" or "property damage" claim 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 (**A.2.**) does not apply if such settlement does not prejudice "our" right to recover payment.
 3. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (**A.3.**) does not apply to a share-the-expense car pool.

4. While operating or "occupying" a "motor vehicle" without a 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. For the first \$250 of the amount of "property damage" to the property of a "covered person" as the result of any one accident. This Exclusion (A.5.) does not apply if:
 - a. "Your covered auto" is legally parked and unoccupied while involved in an accident with an "uninsured motor vehicle";
 - b. The Declarations of this policy indicated "collision" coverage is provided for "your covered auto" and the damage to "your covered auto" exceeds \$200; or
 - c. "You" elect to have this loss paid under "Collision" coverage due to inadequate limits of liability for "Property Damage" caused by an "Uninsured Motor Vehicle" and the damage to "your" covered auto exceeds \$200, in which case, and "Collision" deductible applicable to the damage to "Your Covered Auto" will be waived.
- B.** 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;
 2. Disability benefits law;
 3. Personal injury protection benefits; or
 4. Pension statutes.
- C.** No payment will be made for loss paid or payable to the "covered person" under Part D of the policy.
- D.** "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 - SPLIT LIMITS

- A.** The limit of bodily injury liability shown in the Schedule or the Declarations for each person for Uninsured Motorist Coverage is "our" maximum limit of liability for all damages, including damages claimed by any person or organization for care, loss of services, or death due to and 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 Schedule or the Declarations for each accident for Uninsured Motorist Coverage is "our" maximum limit of liability for all damages due to and arising out of "bodily injury" resulting from any one accident. This is the most "we" will pay regardless of the number of:
1. Policies involved;
 2. "Covered persons";
 3. Claims made;
 4. Vehicles or premiums shown in the Declarations; or
 5. 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 or Part B of this policy or any underinsured motorists coverage provided by endorsement to this policy.

"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.

Any amount payable under this insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A**; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Workers' Compensation Law;
 - b. Disability Benefits law;
 - c. Personal injury protection benefits; or
 - d. Pension statutes.

LIMIT OF LIABILITY - SINGLE LIMITS

- A.** The limit of bodily injury liability shown in the Schedule or the Declarations for each person for Uninsured Motorist Coverage is "our" maximum limit of liability for all damages, including damages claimed by any person or organization for care, loss of services, or death resulting from any one accident. This is the most "we" will pay regardless of the number of:
1. Policies ;
 2. "Covered persons";
 3. Claims made;
 4. Vehicles or premiums shown in the Schedule or in the Declarations; or
 5. Vehicles involved in the accident.

The coverage limit for Uninsured / Underinsured Motorist Coverage applies separately to damages caused by an accident with an "uninsured motor vehicle" and an "underinsured motor vehicle".

- B.** No one will be entitled to receive duplicate payments or the same elements of loss under this coverage and Part **A** or Part **B** of this policy or any underinsured motorists coverage provided by endorsement to this policy.

"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.

Any amount payable under this insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A**; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Workers' compensation law;
 - b. Disability benefits law;
 - c. Personal injury protection benefits; or
 - d. Pension statutes.

OTHER INSURANCE

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

1. The maximum recovery under all policies combined may equal but not exceed the highest applicable limit for any one vehicle under any policy providing coverage on either a primary or excess basis. However, any insurance "we" provide with respect to vehicle "you" do not own shall be excess over all other collectible uninsured motorists insurance. "We" will pay only the amount by which the limit of liability for this coverage exceeds the limits of such other insurance.
2. 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

insurance bears to the total of all applicable limits of liability insurance 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 insurance for coverage provided on an excess 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 a "family member" from a rental company for a period not more than 90 days.

ARBITRATION

1. If "we" and a "covered person" do not agree:
 - a. Whether that person is legally entitled to recover damages from a party responsible for the accident;
 - 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 "covered person" and "we" must mutually agree to arbitrate the disagreements. If the "covered person" 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 the third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- (1) Pay the expenses it incurs; and
 - (2) Bear the expenses of the third arbitrator equally.
2. Unless both parties agree otherwise, arbitration will take place in the county in which the "covered person" 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.

ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE

A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send "us" copies of the legal papers if a suit is brought.
3. Cooperate with "us" in the investigation, settlement or defense of any claim or suit. Cooperation includes identifying all parties who may be responsible for the accident and all insurers who may be obligated to provide coverage.

PART F - GENERAL PROVISIONS

"Our" Right to Recover provisions in the policy are replaced by the following:

OUR RIGHT TO RECOVER PAYMENT

- A. If "we" make any payment under this policy and the person to or for whom payment was made has a right to recover damages from another "we" shall be subrogated to that right. "Our" right to recovery only exists after the "covered person" is fully compensated.

That person shall do:

1. Whatever is necessary to enable "us" to exercise "our" rights; and
2. Nothing after loss to prejudice them.

B. If "we" make any payment and the "covered person" recovers from another party, the "covered person" shall:

1. Hold the proceeds in trust for "us"; and
2. Pay "us" back the amount "we" have paid.

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 of this policy unless the "covered person" has satisfied all of the things that "covered person" is required to do under the terms and conditions of this endorsement. Any claim for Uninsured 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.

All other provisions of the policy apply.

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. Definitions

The following replaces the second paragraph of Part **2. Your Covered Auto** definition:

If neither the vehicle being replaced or any other covered auto on "your" policy has **Part D - Coverage for Damage to Your Auto**, "we" will provide Collision and Other Than Collision coverage for "your" replacement or additional vehicle subject to a \$250 deductible for a period of 20 days after "you" become the owner. If "you" do not notify "us" within 20 days after "you" become the owner of "your" intention to add physical damage coverage for the vehicle "you" acquire, this physical damage coverage will expire.

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. Any insurance "we" provide for a vehicle "you" do not own shall be excess over any other collectible insurance.

However, "we" will provide primary insurance:

1. If 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 a vehicle; or
2. The vehicle is rented or leased by "you" or a "family member" from a rental company for a period not more than 90 days.

III. Part B - Medical Payments Coverage

A. Part **B** is amended as follows:

If there is other applicable auto medical payments insurance any insurance "we" provide shall be excess over any other collectible auto insurance providing funeral expenses. However, "we" will provide primary insurance:

1. If 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 a vehicle; or
2. The vehicle is rented or leased by "you" or a "family member" from a rental company from a period not more than 90 days.

IV. Part D - Coverage for Damage to Your Auto

Part **D** is amended as follows:

A. The following is added as the last paragraph of the **Insuring Agreement** provision:

In the repair of your covered motor vehicle, "we" may require or specify the use of motor vehicle parts not made by the original manufacturer. These parts are required to be at least equal in terms of fit, quality, performance and warranty to the original manufacturer parts they replace.

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 for "your covered auto" while it 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 a "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 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.

- B. The **Termination** provision of Part F is replaced by the following:

TERMINATION

CANCELLATION

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to "us"; or

SERFF Tracking Number: CNNB-125304710

State: Arkansas

First Filing Company: The Cincinnati Indemnity Company, ...

State Tracking Number: AR-PC-07-026229

Company Tracking Number: (D)A-07-2936-AR

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: (D)A-07-2936-AR

Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNB-125304710

State: Arkansas

First Filing Company: The Cincinnati Indemnity Company, ...

State Tracking Number: AR-PC-07-026229

Company Tracking Number: (D)A-07-2936-AR

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: (D)A-07-2936-AR

Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

09/27/2007

Comments:

Attachment:

#{D)A.07.2936.AR.PC-TD-1.pdf

Satisfied -Name: Side by Side Exhibits

Review Status:

Approved

09/27/2007

Comments:

Attachments:

CPA0311AR Side By Side .pdf

CPA0564AR Side by Side.pdf

CPA1023AR Side by Side.pdf

CPA1094AR Side by Side.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: f. State Filing #: g. SERFF Filing #:
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3. Group Name	Group NAIC #		
The Cincinnati Insurance Companies	0244		
4. Company Name(s)	Domicile	NAIC #	FEIN #
The Cincinnati Insurance Company	OH	10677	31-0542366
The Cincinnati Indemnity Company	OH	23280	31-1241230

5. Company Tracking Number	(D)A-07-2936-AR
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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
	David Nutt, AIM,API P.O. Box 145496 Cincinnati, OH 45250-5496	Filings Specialist	513-870-2887	513-881-8884	dave_nutt@cinfin.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		David Nutt		

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

9.	Type of Insurance (TOI)	19.1 / 21.4 Private Passenger Auto
10.	Sub-Type of Insurance (Sub-TOI)	19.1002 / 21.1000 Liability & Physical Damage Combined
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Personal Auto program
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 04/01/2008 Renewal: 04/01/2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	9/26/07
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	(D)A-07-2936-AR
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21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]
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NEW FORM	OLD FORM	TITLE / DESCRIPTION OF CHANGE
CPA0311AR (4/08)	CPA0311AR (5/06)	UNDERINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE - AMENDED TO ARKANSAS - amended to comply with Arkansas Acts 373 (former H.B. 2243) and other multi-state changes. Please reference the side by side exhibits for details.
CPA0564AR (4/08)	CPA0564AR (9/02)	PERSONAL INJURY PROTECTION COVERAGE - ARKANSAS - amended to comply with Arkansas Acts 373 (former H.B. 2243) and other multi-state changes. Please reference the side by side exhibits for details.
CPA1023AR (4/08)	CPA1023AR (5/06)	UNINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE - ARKANSAS - amended to comply with Arkansas Acts 373 (former H.B. 2243) and other multi-state changes. Please reference the side by side exhibits for details.
CPA1094AR (4/08)	CPA1094AR (1/04)	AMENDMENT F POLICY PROVISIONS - ARKANSAS - amended to comply with Arkansas Acts 373 (former H.B. 2243) and other multi-state changes. Please reference the side by side exhibits for details.

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]
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EFT

SERFF #: CNNB-125304710

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.)**

UNDERINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE ARKANSAS

SCHEDULE

UNDERINSURED MOTORISTS COVERAGE	Limit of Liability SPLIT LIMITS
Bodily Injury Liability	\$ <u> </u> each person
▲	\$ <u> </u> each accident
Property Damage Liability	\$ <u> </u> each accident
SINGLE LIMIT	
Bodily Injury Liability / Property Damage Liability	\$ <u> </u> each accident

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INSURING AGREEMENT

A. "We" will pay compensatory damages which a "covered person" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of:

1. "Bodily Injury":
 - a. Sustained by a "covered person"; and
 - b. Caused by an accident.
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both "bodily injury" and "property damage" apply.

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 all applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between a "covered person" 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:
 - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
 - b. Advance payment to the "covered person" 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 a "covered person" may proceed with his or her claim for damages under this coverage anytime after settlement of that "covered person's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

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

If a duly licensed automobile dealer provides a vehicle to "you" or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. "Covered person" as used in this endorsement means:

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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. "Motor vehicle" as used in this endorsement means:

1. A self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck and motorcycle.
2. A motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office.
3. "Motor vehicle" does not include a trolley, street car, ~~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.

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D. "Property Damage" as used in this endorsement means:

1. Injury to or destruction of "your covered auto", including its loss of use.
2. Injury to or destruction of any property owned by a person listed in 1. and 2. of "covered person" while contained in "your covered auto".
3. Loss of use of damaged or destroyed property.

"We" will pay a reasonable amount for loss of use for such damaged or destroyed property.

E. "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. ~~In this case, it's limit for bodily injury liability must be:~~

1. Less than the limit of liability for this coverage: or
2. Reduced by payments to others injured in the accident to ~~less than the limit of liability for this coverage.~~

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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 the state in which "your covered auto" is principally garaged.
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.
9. For which liability coverage is afforded under this policy.

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EXCLUSIONS

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

1. By a "covered person" while ~~occupying, or when struck by, any~~ "motor vehicle" owned by that "covered person" ~~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 Motorist Coverage for "bodily injury" sustained by any "covered person".

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. While operating or "occupying" a "motor vehicle" without a 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.

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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.

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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.

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3. Personal injury protection benefits; or¶
4. Pension statutes

LIMIT OF LIABILITY - SPLIT LIMITS

A. The limit of "bodily injury" liability shown in the Schedule or 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 due to and 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 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. Policies involved;
2. "Covered persons";
3. Claims made;
4. Vehicles or premiums shown in the Declarations; or
5. Vehicles involved in the accident.

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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.

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3. Personal injury protection benefits; or¶
4. Pension statutes

Any payment "we" make under this coverage will reduce any amount that person is entitled to recover under Part A of this policy.

LIMIT OF LIABILITY - SINGLE LIMITS

A. The limit of "bodily injury" liability shown in the Schedule or Declarations for this coverage is "our" maximum limit of liability for all damages, including damages resulting from any one accident. This is the most "we" will pay regardless of the number of:

1. Policies involved;
2. "Covered persons";
3. Claims made;

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- 4. Vehicles or premiums shown in the Declarations; or
 - 5. 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.

Any payment "we" make under this coverage will reduce any amount that person is entitled to recover under Part A of this policy.

OTHER INSURANCE

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

- 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 shall be excess over any collectible insurance providing coverage on a primary basis.
- 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 insurance bears to the total of all applicable limits of insurance 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 insurance bears to the total of all applicable limits of insurance for coverage provided on an excess basis.

However, if 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;
- then "we" will provide primary insurance.
- 4. In the event that the tortfeasor's motor vehicle liability insurance carrier and the underinsured motorist coverage are provided by the same insurance company, the underinsured party may proceed against his underinsured insurance carrier at any time after settlement of the underlying tortfeasor's liability policy claim.

ARBITRATION

A. If "we" and the "covered person" do not agree:

- 1. Whether that "covered person" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "covered person";
- 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 "covered person" 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.

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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 "covered person" lives. Local rules of law as to procedure and evidence will apply.

ADDITIONAL DUTY

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. Promptly notify "us" in writing by certified mail, return receipt requested of a tentative settlement between the "covered person" and 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) and allow "us" 30 days to advance payment to that "covered person" in an amount equal to the tentative settlement, to preserve "our" rights against all responsible parties.

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 a "covered person" may proceed with his or her claim for damages under this coverage anytime after settlement of that "covered person's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

3. Cooperate with "us" in the investigation, settlement or defense of any claim or suit. Cooperation includes identifying all parties who may be responsible for the accident and all insurers who may be obligated to provide coverage.

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:

OUR RIGHT TO RECOVER PAYMENT

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

"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 a "covered person" 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
- b. Fail to advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If "we" advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of the notification:

That payment will be separate from any amount the "covered person" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

"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.

2. If "we" make payment under this policy and the person, to or for whom payment is made recovers from another, that person shall:

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- a. Hold in trust for "us" the proceeds of the recovery; and
- b. Reimburse "us" to the extent of "our" payment.

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 this Part unless the "covered person" has satisfied all of the things that a "covered person" is required to do under this policy and unless the lawsuit or arbitration is commenced within five years from the date of the accident.

All other provisions of this policy apply.

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"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.

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3. Personal injury protection benefits; or

4. Pension statutes.

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. "We" will pay only the amount by which the limit of liability for this

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exceeds the limits of such other insurance

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"we" will provide primary insurance for a vehicle "you" do not own

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or

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

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from a party responsible for the accident;

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may be recovered the matter may be settled by arbitration.

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The "covered person" and "we" must mutually agree to arbitrate the disagreements.

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the "covered person" and "we" do not agree to arbitrate, then the disagreement will be resolved in a court having competent jurisdiction.

If arbitration is used

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as to the third arbitrator

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Each party will:

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PERSONAL INJURY PROTECTION COVERAGE - ARKANSAS

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

SCHEDULE

Benefits	Vehicle to Which Benefit Applies	Limit of Liability	Premium
<input type="checkbox"/> Medical Payments	Any "motor vehicle" which is registered or principally garaged in Arkansas and is: <ul style="list-style-type: none"> <input type="checkbox"/> Owned by the "named insured" and covered under Part A. of this policy. <input type="checkbox"/> _____ 	\$ _____ per person \$ _____ per "pedestrian" other than the "named insured" or any "family member".	\$ _____
<input type="checkbox"/> Work Loss	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is: <ul style="list-style-type: none"> <input type="checkbox"/> Owned by the "named insured" and covered under Part A. of this policy. <input type="checkbox"/> _____ 	70% of loss of gross income up to a maximum of \$140 per week for an income earner. Up to \$70 per week for a non-income earner.	\$ _____
<input type="checkbox"/> Accidental Death	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is: <ul style="list-style-type: none"> <input type="checkbox"/> Owned by the "named insured" and covered under Part A. of this policy. <input type="checkbox"/> _____ 	\$5,000 per person	\$ _____
Total Premium			\$ _____

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I. Definitions

The Definitions section is amended as follows:

A. The following definitions are replaced:

1. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
2. With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Schedule or Declarations to which medical payments apply. This includes:
 - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - (1) Breakdown;

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- (2) Repair;
- (3) Servicing;
- (4) Loss; or
- (5) Destruction.

b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.

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3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Schedule or Declarations to which work loss applies. This includes:

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a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

- (1) Breakdown;
- (2) Repair;
- (3) Servicing;
- (4) Loss; or
- (5) Destruction.

b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.

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Deleted: designed for use and principally used on public roads, including an automobile, truck and motorcycle.¶

b. A

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c. "Motor

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Deleted: trolley, street car, "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.

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B. The following definitions are added:

1. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:

- a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads;
- b. Vehicle operated upon rails or crawler treads; or
- c. Vehicle located for use as a residence or premises.

2. "Named insured" means the person named in the Declarations.

3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:

- a. Motorcycle; or
- b. Vehicle operated by human or animal power.

4. "Private passenger auto" means a "motor vehicle" which is a:

- a. Private passenger;
- b. Station wagon; or
- c. Jeep type;

automobile.

5. "Private passenger motor vehicle" means a "motor vehicle" which is a:

- a. "Private passenger auto".
- b. Pickup or van not customarily used for:
 - (1) Occupational;
 - (2) Professional; or
 - (3) Business;
 purposes, other than farming or ranching.
- c. Motorcycle.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work loss.

- a. If an insured is an income earner, loss of income from work that insured would have performed had he not sustained "bodily injury".
- b. If an insured is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that insured would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an insured.

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an insured within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

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EXCLUSIONS

A. "We" will not provide Personal Injury Protection Coverage for "bodily injury".

1. Sustained by any insured while:

- a. Operating "your covered auto" without the "named insured's" express or implied consent; or
- b. Not in lawful possession of "your covered auto".

2. Due to:

- a. War (declared or undeclared);
- b. Civil war;
- c. Insurrection;
- d. Rebellion or revolution; or
- e. Any act or condition incident to any of the above.

3. Resulting from the:

- a. Radioactive;
- b. Toxic;
- c. Explosive; or
- d. Other hazardous; properties of nuclear material.

B. "We" do not provide coverage for medical payments or work loss for "bodily injury" sustained by any insured to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Employer's disability law.

C. "We" do not provide coverage for work loss or accidental death sustained by:

1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:

- a. Owned by; or
- b. Furnished or available for the regular use of; the "named insured".

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- (1) "Private passenger auto", or
 - (2) Trailer used with such "private passenger auto" or "your covered auto";
- by the "named insured" or his private chauffeur or domestic servant.

7. Any insured while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has or reasonably believes he has, the permission of the owner to use such "motor vehicle".

PAYMENT OF BENEFITS

"We" may pay medical payments or work loss to an insured or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that insured.

COORDINATION OF COVERAGE

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

LIMIT OF LIABILITY

The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay each insured injured in any one "motor vehicle" accident, regardless of the number of:

- 1. Insureds;
- 2. Policies or bonds applicable;
- 3. Claims made; or
- 4. "Your covered auto".

OTHER INSURANCE

A. Any insurance "we" provide for medical payments:

- 1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance under another vehicle insurance policy providing direct benefits without regard to fault.
- 2. With respect to "bodily injury" sustained by a insured, other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that insured as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.

B. Except as provided in A. above, if there is other similar collectible insurance which provides coverage for medical payments, "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.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member".

- 1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
 - a. Breakdown;
 - b. Repair; or
 - c. Servicing; or
- 2. To demonstrate the "motor vehicle";

then we will provide primary insurance.

C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

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D. Any insurance "we" provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An insured, other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Schedule or Declarations exceeds the applicable limits of liability of all other insurance.
2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - b. "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.

However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
 - a. Breakdown;
 - b. Repair; or
 - c. Servicing; or
 2. To demonstrate the "motor vehicle";
- then "we" will provide primary insurance.

III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

- A. The second and third paragraph of the General Duties are replaced by the following:
 - A. "We" must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any insureds and witnesses.
 - B. A person seeking Personal Injury Protection Coverage must:
 - 3.a. Submit, as often as "we" reasonably require, to physical and mental exams by physicians "we" select. "We" will pay for these exams.
- B. The following duties are added:

A person seeking Personal Injury Protection Coverage must:

 1. Give "us" written proof of claim, under oath if required. This proof of claim must include:
 - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
 - b. Any other information which may assist "us" in determining the amount due and payable.
 2. At "our" request, furnish "us" with a sworn statement of earnings for the insured since the date of the accident and for a reasonable time before the accident.
 3. Promptly send "us" copies of:
 - a. The summons and complaint; or
 - b. Other process;served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

IV. PART F - GENERAL PROVISIONS

Part F is amended as follows:

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A. The Our Right to Recover Payment provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

1. This provision does not apply to accidental death.

2. Paragraph A. of the provision is replaced by the following:

If "we" make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:

- a. Hold in trust for "us" such rights of recovery;
- b. Do nothing after loss to prejudice them;
- c. Do whatever is necessary to secure these rights; and
- d. Execute and deliver to "us" any instruments and papers as may be appropriate to secure that person's and our rights.

3. The following is added to paragraph B.:

"We" will have a lien against the proceeds of the recovery. "We" may give notice of the lien to:

- a. The person or organization causing "bodily injury";
- b. That person's agent or insurer; or
- c. A court having jurisdiction in the matter.

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B. Paragraph B. of the Policy Period and Territory provisions is replaced by the following:

POLICY PERIOD AND TERRITORY

B. The policy territory is:

- 1. The United States of America, its territories and possessions; or
- 2. Canada.

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

All other provisions of this policy apply.

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"motor vehicle" "you" do not own if:

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

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UNINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE ARKANSAS

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Part C is replaced by the following:

SCHEDULE

UNINSURED MOTORISTS COVERAGE	Limit of Liability SPLIT LIMITS	
Bodily Injury Liability	\$ 10000000	each person
	\$ 10000000	each accident
Property Damage Liability	\$ 1000000	each accident
	SINGLE LIMIT	
Bodily Injury Liability / Property Damage Liability	\$ 10000000	each accident

INSURING AGREEMENT

"We" will pay damages which a "covered person" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury":
 - a. Sustained by a "covered person"; and
 - b. Caused by an accident.
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorists Coverage applies. However, when both "bodily injury" and "property damage" Uninsured Motorists Coverage is afforded, only Items 1, 2, and 4 of the definition of "uninsured motor vehicle" will apply to "property damage".

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 to both the suit and the judgment, is not binding on "us".

If a duly licensed automobile dealer provides a vehicle to "you" or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

"Covered person" as used in this endorsement means:

1. "You".
2. Any "family member" who does not own an auto.
3. Any "family member" who owns an auto, but only while "occupying your covered auto".
4. Any other person "occupying your covered auto".
5. 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., 2., 3. or 4. above.

"Motor vehicle" as used in this endorsement means:

1. A self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck and motorcycle.

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2. A motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office.
3. "Motor vehicle" does not include a trolley, street car, "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.

"Property Damage" as used in this endorsement means:

1. Injury to or destruction of "your covered auto", including its loss of use.
2. Injury to or destruction of any property owned by a person listed in 1. and 2. of "covered person" while contained in "your covered auto".
3. Loss of use of damaged or destroyed property.

"We" will pay a reasonable amount for loss of use for such damaged or destroyed property.

"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 accident.
2. Which with respect to damages for "bodily injury" is a hit and run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in bodily injury without hitting:
 - a. "You" or any "family member";
 - b. A vehicle which "you" or any "family member" are "occupying"; or
 - c. "Your covered auto".

If there is no physical contact with the hit and run vehicle the facts of the accident must be proved. "We" may request supporting evidence other than the testimony of a person making a claim under this or any similar coverage to support the validity of such claim.
3. 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. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.
7. For which liability coverage is afforded under this policy.

EXCLUSIONS

- A. "We" do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any person:
 1. While "occupying", or when struck by, any "motor vehicle" owned by "you" or any "family member" which is not insured for this coverage under this policy. This includes a "trailer" of any type used with that vehicle. However, this Exclusion (A.1.) does not apply to "bodily injury" sustained by "you".
 2. If that person or the legal representative settles the "bodily injury" claim without "our" consent. However, this Exclusion (A.2.) does not apply if such settlement does not prejudice "our" right to recover payment.
 3. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (A.3.) does not apply to a share-the-expense car pool.

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Deleted: (b) Cause "bodily injury" to "you" or any "family member" without hitting "you" or any "family member", "your..." or a vehicle "you" or any "family member" is "occupying" [5]

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4. While operating or "occupying" a "motor vehicle" without a 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. For the first \$250 of the amount of "property damage" to the property of a "covered person" as the result of any one accident. This Exclusion (A.5.) does not apply if:
 - a. "Your covered auto" is legally parked and unoccupied while involved in an accident with an "uninsured motor vehicle";
 - b. The Declarations of this policy indicated "collision" coverage is provided for "your covered auto" and the damage to "your covered auto" exceeds \$200; or
 - c. "You" elect to have this loss paid under "Collision" coverage due to inadequate limits of liability for "Property Damage" caused by an "Uninsured Motor Vehicle" and the damage to "your" covered auto exceeds \$200, in which case, and "Collision" deductible applicable to the damage to "Your Covered Auto" will be waived.
- B. 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.
- C. No payment will be made for loss paid or payable to the "covered person" under Part D of the policy.
- D. "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 - SPLIT LIMITS

- A. The limit of "bodily injury" liability shown in the Schedule or Declarations for "each person" for this coverage is "our" maximum limit of liability for all damages due to and 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 Declarations for "each accident" for this coverage is our maximum limit of liability for all damages due to or arising out of "bodily injury" resulting from any one accident. This is the most "we" will pay regardless of the number of:
 1. Policies involved;
 2. "Covered persons";
 3. Claims made;
 4. Vehicles or premiums shown in the Declarations; or
 5. 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 or Part B of this policy or any underinsured motorists coverage provided by endorsement to this policy.

Any amount payable under this insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Workers' Compensation Law; or
 - b. Disability Benefits law.

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3. Personal injury protection benefits; or¶

4. Pension statutes

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"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.¶

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c. Personal injury protection benefits; or¶

d. Pension statutes

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LIMIT OF LIABILITY - SINGLE LIMITS

A. The limit of "bodily injury" liability shown in the Schedule or in the Declarations for this coverage is "our" maximum limit of liability for all damages resulting from any one accident. This is the most "we" will pay regardless of the number of:

1. Policies involved;
2. "Covered persons";
3. Claims made;
4. Vehicles or premiums shown in the Schedule or in the Declarations; or
5. Vehicles involved in the accident.

The coverage limit for Uninsured / Underinsured Motorist Coverage applies separately to damages caused by an accident with an "uninsured motor vehicle" and an "underinsured motor vehicle".

B. No one will be entitled to receive duplicate payments or the same elements of loss under this coverage and Part A or Part B of this policy or any underinsured motorists coverage provided by endorsement to this policy.

Any amount payable under this insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.

OTHER INSURANCE

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

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 shall be excess over any collectible insurance providing coverage on a primary basis.
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 insurance bears to the total of all applicable limits of insurance 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 insurance for coverage provided on an excess basis.

However, if 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;
- then "we" will provide primary insurance.

ARBITRATION

A. If "we" and the "covered person" do not agree:

1. Whether that "covered person" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "covered person";
- 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.

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Arbitration will take place only if both "we" and the "covered person" 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.

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B. Any decision of the arbitrators will not be binding on either party.

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C. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

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D. Unless both parties agree otherwise, arbitration will take place in the county in which the "covered person" lives. Local rules of law as to procedure and evidence will apply.

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ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE

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A person seeking Uninsured Motorists Coverage must also:

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1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send "us" copies of the legal papers if a suit is brought.
3. Promptly notify "us" in writing by certified mail, return receipt requested of a tentative settlement between the "covered person" and 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) and allow "us" 30 days to advance payment to that "covered person" in an amount equal to the tentative settlement, to preserve "our" rights against all responsible parties.
4. Cooperate with "us" in the investigation, settlement or defense of any claim or suit. Cooperation includes identifying all parties who may be responsible for the accident and all insurers who may be obligated to provide coverage.

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PART F - GENERAL PROVISIONS

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Our Right to Recover provisions in the policy are replaced by the following:

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OUR RIGHT TO RECOVER PAYMENT

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A. If "we" make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another "we" shall be subrogated to that right. The insurer's right to recovery only exists after the insured is fully compensated.

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That person shall do:

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1. Whatever is necessary to enable "us" to exercise our rights; and
2. Nothing after loss to prejudice them.

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B. If "we" make a payment under this policy and the person to or for whom payment is made recovers damages from another that person shall:

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1. Hold in trust for "us" the proceeds of the recovery; and
2. Reimburse "us" to the extent of "our" payment.

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C. "Our" rights do not apply under Paragraph A. with respects to Uninsured Motorists Coverage if "we" fail to advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of the notification.

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LEGAL ACTION AGAINST US

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No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against "us" for the recovery of any claim under this Part unless the "covered person" has satisfied all of the things that "covered person" is required to do under this policy and unless the lawsuit or arbitration is commenced within five years from the date of the accident.

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All other provisions of the policy apply.

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to the "motor vehicle" or "trailer" or the owner or operator of the "motor vehicle" or "trailer"

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. The vehicle must either

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) Hit "you

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", "your covered auto" or a

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(b) Cause "bodily injury" to "you" or any "family member" without hitting "you" or any "family member", "your

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" or a vehicle "you" or any "family member" is "occupying

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will only accept competent

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that of

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" or any other "covered person

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who

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and cannot provide the amount required by that motor vehicle law

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a "covered

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that person is operating or

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" a

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a "covered person", a spouse

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a resident relative of a "covered person", if the "motor vehicle"

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specifically identified in

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endorsement, or is not a newly acquired or replacement "motor vehicle" covered

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endorsement.

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"motor

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or "property damage"

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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)

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each person for Uninsured Motorist Coverage

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, including damages claimed by any person or organization for care, loss of services, or death

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"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.

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;

c. Personal injury protection benefits; or

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. "We" will pay only the amount by which the limit of liability for this

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exceeds the limits of such other insurance

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"we" will provide primary insurance for a vehicle "you" do not own

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

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from a party responsible for the accident;

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may be recovered the matter may be settled by arbitration.

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the "covered person" and "we" do not agree to arbitrate, then the disagreement will be resolved in a court having competent jurisdiction.

If arbitration is used

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as to the third arbitrator

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Each party will:

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arbitration procedures

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A decision agreed to by two of the arbitrators will not be binding on either party.

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any

Page 5: [43] Deleted sdt 9/26/2007 12:53:00 PM

"Our"

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"covered person"

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"

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"

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ny

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"covered

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"

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party, the "covered

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"

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the proceeds

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"

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the provisions of the Uninsured Motorists Coverage of

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policy

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the terms

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conditions of this endorsement. Any claim for Uninsured Motorists Coverage must be brought

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of

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causing the "bodily injury". "Our" subrogation rights also must not be prejudiced

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. Definitions

The following replaces the second paragraph of Part 2. **Your Covered Auto** definition:

If neither the vehicle being replaced or any other covered auto on "your" policy has **Part D - Coverage for Damage to Your Auto**, "we" will provide Collision and Other Than Collision coverage for "your" replacement or additional vehicle subject to a \$250 deductible for a period of 20 days after "you" become the owner. If "you" do not notify "us" within 20 days after "you" become the owner of "your" intention to add physical damage coverage for the vehicle "you" acquire, this physical damage coverage will expire.

The following is added to "your covered auto" Definition:

5. With respect to Coverage for Damage to Your Auto only, any vehicle provided by a duly licensed automobile dealer to "you" or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

II. Part A - Liability Coverage

Part A is amended as follows:

A. The following is added to the first paragraph of the Insuring Agreement provision:

If a duly licensed automobile dealer provides a vehicle to "you" or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. 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. Any insurance "we" provide for a vehicle "you" do not own shall be excess over any other collectible insurance. However, if 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;

Then "we" will provide primary insurance.

III. Part B - Medical Payments Coverage

Part B is amended as follows:

A. The following is added to the first paragraph of the Insuring Agreement:

If a duly licensed automobile dealer provides a vehicle to "you" or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The Coverage B-1 Require (Full) Medical Payments

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 shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, if 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

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b. To demonstrate the vehicle;

Then "we" will provide primary insurance.

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IV. Part D - Coverage for Damage to Your Auto

Part D is amended as follows:

A. The following is added to the first paragraph of the Insuring Agreement provision:

If a duly licensed automobile dealer provides a vehicle to "you" or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The following is added to the second paragraph of the Insuring Agreement provision:

However, "nonowned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

C. The following is added as the last paragraph of the **Insuring Agreement** provision:

In the repair of your covered motor vehicle, "we" may require or specify the use of motor vehicle parts not made by the original manufacturer. These parts are required to be at least equal in terms of fit, quality, performance and warranty to the original manufacturer parts they replace.

D. The last sentence of the Payment of Loss provision is replaced by the following:

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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.

E. The Other Sources of Recovery provision is replaced by the following:

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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, if a duly licensed automobile dealer provides a vehicle to "you" or a "family member":

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

2. To demonstrate the vehicle;

Then "we" will provide primary insurance.

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F. The **Appraisal** provision is replaced by the following:

APPRAISAL

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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 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.

- B. The **Termination** provision of Part F is replaced by the following:

TERMINATION

CANCELLATION

This policy may be cancelled 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. ~~After~~ 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 ~~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 (3.b.) 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.
 - c. If the policy was obtained through material misrepresentation.

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. If the policy period is:

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1. Less than 6 months, "we" will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
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. "We" will refund "you" the pro rata unearned premium.

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.

B. The Fraud provision does not apply to Part A - Liability Coverage.

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

All other provisions of this policy apply.

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