

SERFF Tracking Number: HCAP-125290113 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026104
Company Tracking Number:
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Automobile
Project Name/Number: New Personal Auto Paris Program Forms/2007-0126

Filing at a Glance

Companies: American Fire and Casualty Company, The Ohio Casualty Insurance Company, West American Insurance Company

Product Name: Private Passenger Automobile SERFF Tr Num: HCAP-125290113 State: Arkansas
TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: AR-PC-07-026104
Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: State Status:
(PPA)
Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty
Montesi, Brittany Yielding
Author: Jodi Guggenberger Disposition Date: 09/20/2007
Date Submitted: 09/17/2007 Disposition Status: Approved
Effective Date Requested (New): 11/02/2007 Effective Date (New): 11/02/2007
Effective Date Requested (Renewal): Effective Date (Renewal):

General Information

Project Name: New Personal Auto Paris Program Forms Status of Filing in Domicile: Not Filed
Project Number: 2007-0126 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 09/20/2007
State Status Changed: 09/17/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
We propose to introduce a new Private Passenger Automobile Program in the state of Arkansas.

Company and Contact

Filing Contact Information

Jodi Gill, Personal Lines State Filing Technician Jodi.Gill@ocas.com
9450 Seward Road (800) 843-6446 [Phone]
Fairfield, OH 45014-5456 (513) 603-2160[FAX]

SERFF Tracking Number: HCAP-125290113 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026104
Company Tracking Number:
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Automobile
Project Name/Number: New Personal Auto Paris Program Forms/2007-0126

Filing Company Information

American Fire and Casualty Company
9450 Seward Road
Fairfield, OH 45014-5456
(800) 843-6446 ext. [Phone]

CoCode: 24066
Group Code: 148
Group Name:
FEIN Number: 59-0141790

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

The Ohio Casualty Insurance Company
9450 Seward Road
Fairfield, OH 45014-5456
(800) 843-6446 ext. [Phone]

CoCode: 24074
Group Code: 148
Group Name:
FEIN Number: 31-0396250

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

West American Insurance Company
9450 Seward Road
Fairfield, OH 45014-5456
(800) 843-6446 ext. [Phone]

CoCode: 44393
Group Code: 148
Group Name:
FEIN Number: 31-0624491

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

SERFF Tracking Number: HCAP-125290113 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026104
Company Tracking Number:
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Automobile
Project Name/Number: New Personal Auto Paris Program Forms/2007-0126

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per filing (forms)
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Fire and Casualty Company	\$0.00	09/17/2007	
The Ohio Casualty Insurance Company	\$0.00	09/17/2007	
West American Insurance Company	\$0.00	09/17/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
21576522	\$50.00	09/17/2007

SERFF Tracking Number: HCAP-125290113 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026104
Company Tracking Number:
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Automobile
Project Name/Number: New Personal Auto Paris Program Forms/2007-0126

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	09/20/2007	09/20/2007

SERFF Tracking Number: HCAP-125290113 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026104
Company Tracking Number:
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Automobile
Project Name/Number: New Personal Auto Paris Program Forms/2007-0126

Disposition

Disposition Date: 09/20/2007
Effective Date (New): 11/02/2007
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

SERFF Tracking Number: HCAP-125290113 State: Arkansas
 First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026104
 Company Tracking Number:
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Private Passenger Automobile
 Project Name/Number: New Personal Auto Paris Program Forms/2007-0126

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Amendment of Policy Provisions - Arkansas	Approved	Yes
Form	Enhanced Coverage Endorsement	Approved	Yes
Form	Waiver of Deductible Endorsement	Approved	Yes
Form	Named Non-Owner Coverage	Approved	Yes

SERFF Tracking Number: HCAP-125290113 State: Arkansas
 First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026104
 Company Tracking Number:
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Private Passenger Automobile
 Project Name/Number: New Personal Auto Paris Program Forms/2007-0126

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendment of Policy Provisions - Arkansas	PP 81 77 10 07	10 07	Endorsement/Amendment/Conditions	Replaced Form #:51.10 PP 81 77 01 05 Previous Filing #:		PP81771007.pdf
Approved	Enhanced Coverage Endorsement	PP 78 54 03 07	03 07	Endorsement/Amendment/Conditions	Replaced Form #:42.80 PP 78 54 01 06 Previous Filing #:		PP78540307.pdf
Approved	Waiver of Deductible Endorsement	PP 76 54 10 05	10 05	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PP 76 54 06 92 Previous Filing #:		pp76541005.pdf
Approved	Named Non-Owner Coverage	PP 83 22 01 05	01 05	Policy/Coverage Form	Replaced Form #:0.00 PP 83 22 06 98 Previous Filing #:		pp83220105.pdf

PP 81 77 10 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. Definitions

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

A. Throughout the policy, "minimum limits" refers to the following limits of liability as required by Arkansas law, to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
2. \$25,000 for each accident with respect to "property damage".

B. Definition **K.** is replaced by the following:

"Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.
2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
 - b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
- (1) 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

II. Part A - Liability Coverage

Part A. is amended as follows:

A. The **Supplementary Payments Provision** is amended as follows:

In addition to our limit of liability, we will pay on behalf of an "insured":

2. Premiums on appeal bonds and bonds to release attachments, but not in excess of our limit of liability. We are not required to apply for or furnish these bonds.

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, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, we will provide primary insurance for a vehicle you do not own if:

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

III. Part B - Medical Payments Coverage

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

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

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, we will provide primary insurance for a vehicle you do not own if:

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

IV. Part D - Coverage For Damage To Your Auto

Part **D.** is amended as follows:

A. Exclusion **7.** is replaced by the following:

We will not pay for:

7. Loss to:
 - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion **(7.)** does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.

B. The **Limit of Liability** Provision is replaced by the following:

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of **1.** or **2.** below:

1. "Actual cash" value of the stolen or damaged property; Actual cash value is determined by the market value, age and condition at the time the "loss" occurred.
2. The Cost of repair or replacement of the property with other property of like kind and quality; The cost of repair or replacement is based upon one of the following:
 - a. the cost of repair or replacement agreed upon by you and us. However, if a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
 - b. a competitive bid approved by us; or
 - c. an estimate written based upon the prevailing competitive price. The prevailing competitive price means prices charged by a majority of the repair market in the area where the car is to be repaired as determined by a survey made by us. If you ask, we will identify some facilities that will perform the repairs at the competitive price. We will include in the estimate parts sufficient to restore the vehicle to its preloss condition.

Any deductible amount that applies is then subtracted.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$1,500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

C. 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.

D. 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.

E. 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 and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

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

We do not waive any of our rights under this policy by agreeing to an appraisal.

V. Part F-General Provisions

Part **F** is amended as follows:

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

OUR RIGHT TO RECOVER PAYMENT

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

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

TERMINATION

Cancellation. This policy may be 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. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

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

Nonrenewal. If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

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

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

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

VI. Snowmobile Endorsement Amendment

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
 1. Any "snowmobile" shown in the Schedule or in the Declarations.
 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - a. Acquire the "snowmobile" during the policy period; and

with its permission.
© ISO Properties, Inc., 2007

PP 81 77 10 07

ENHANCED COVERAGES ENDORSEMENT

AMENDMENT OF POLICY PROVISIONS

DEFINITIONS

Paragraph **K.2.** of **Definitions** is replaced by the following;

- 2.** Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
 - a.** For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 30 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
 - b.** Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1)** 30 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2)** 30 days after you become the owner if the Declarations do not indicate that Collision Coverages applies to at least one auto. If you comply with the 30 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.
 - c.** Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
 - (1)** 30 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
 - (2)** 30 days after you become the owner if the Declarations do not indicate that Other Than Collision coverage applies to at least one auto. If you comply with the 30 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

Paragraph **B.** of the **INSURING AGREEMENT** of Part **D.** is replaced by the following;

- B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

The deductible shall not apply to a loss caused by a "collision" with another auto insured by a member company of the Ohio Casualty Group.

The deductible amount shall not apply to loss caused by collision between "your covered auto" and another auto, provided:

1. the loss to "your covered auto" is greater than the deductible amount; and
2. the owner or operator of such other auto has been identified; and
3. the owner or operator of such other auto is legally liable for the loss to "your covered auto" and the driver of "your covered auto" is not legally responsible, in any way, for causing or contributing to the loss; and
4. there is a valid property damage liability insurance policy applicable at the time of the accident with respect to the person or organization legally responsible for such loss to "your covered auto".

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision," you may elect to have it considered a loss caused by "collision."

The **TRANSPORTATION EXPENSES** section is replaced by the following:

COMPARABLE RENTAL CAR COVERAGE

We will pay, without application of a deductible, for a replacement vehicle "comparable" to "your covered auto," subject to a time limit of 30 days for:

1. Temporary transportation expenses incurred by you in the event of a "covered loss" to "your covered auto".
2. Loss of use expenses for which you become legally responsible in the event of loss to a "non-owned auto".

"Covered loss" means we will pay for loss caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

A "Comparable" vehicle is one having characteristics in common with "your covered auto".

We will pay, without application of a deductible, for a replacement vehicle "comparable" to "your covered auto", subject to a time limit of 30 days, if the loss is caused by a total theft of "your covered auto" or "non-owned auto," we will pay expenses incurred from the time of the reported loss and ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

If the loss is caused by other than theft of "your covered auto" or a "non-owned auto," we will pay expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace "your covered auto" or a "non-owned auto".

THE FOLLOWING ENHANCED COVERAGES SECTIONS ARE ADDED TO PART D:

REPLACEMENT OF NEW AUTOS

We will pay for a new vehicle of the same make, model year and equipment as "your new covered auto" if, within 180 days of purchase of "your new covered auto," or 7,500 miles, whichever occurs first, "your new covered auto" sustains a total loss caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

Our limit of liability for loss will be the "Replacement cost" of your stolen or damaged covered auto.

The Limit of Liability section of Part **D.** does not apply to this coverage enhancement.

We reserve the right to replace "your covered auto" or to pay the loss in money.

The term "actual cash value" in Part **D.** APPRAISAL is replaced by "replacement cost" for claims involving the "Replacement of New Autos" provision of this endorsement.

"Replacement Cost" for "your new covered auto" means the cost at the time of loss, of a new auto of the same make, model year and equipment as the one damaged, destroyed or stolen without adjustment for depreciation.

"Your new covered auto" means an auto with 200 miles or less on the odometer on the date "you" become the owner.

There is no coverage under this enhancement for loss:

1. To any non-owned auto, temporary substitute auto, or leased auto;
2. To "Your covered auto" that was not new when purchased.

PARKED AUTO COLLISION COVERAGE

We will pay, without application of a deductible, for direct and accidental loss to "Your covered auto" if a "collision" occurs that involves a hit and run driver if "your covered auto" is:

1. Parked; and
2. There is evidence of a collision impact caused by motorized movement of a hit and run vehicle whose operator or owner cannot be identified; and
3. A Police Report has been completed.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This coverage is applicable only if the Declarations indicate that "Collision" coverage applies to "your covered auto".

PERSONAL PROPERTY COVERAGE

This coverage is applicable only if the Declarations indicate that Other Than "Collision" coverage applies to "your covered auto".

We will pay, without application of a deductible, for direct and accidental loss to personal property. This coverage applies only if the personal property:

1. Is "your" personal property or that of a "family member"; and
2. Is intended for use by "you" or any "family member"; and
3. At the time of loss is in "your covered auto".

For Personal Property Coverage, those items excluded in Exclusions **4.** and **5.** do not apply.

The limit of our liability for all losses as a result of any one occurrence shall not exceed \$250.

Any insurance we provide shall be excess over any other collectible insurance providing payments for this covered loss.

AIR BAG REPLACEMENT COVERAGE

We will reimburse you, for the cost of reinstalling a factory installed air bag in "your covered auto" if it deploys without the auto being involved in an Other Than "Collision" or "Collision" occurrence.

This coverage is applicable only if the Declarations indicate that Other Than "Collision" coverage applies to "your covered auto".

Any insurance we provide shall be excess over any other collectible insurance or warranty contract providing payments for this covered loss.

EMERGENCY TRAVEL EXPENSE COVERAGE

If "your covered auto" is disabled, due to a covered loss 100 or more road miles from your primary residence, we will pay up to a maximum of \$600 for any combination of the following expenses you incur:

1. Temporary housing and meals;
2. Travel expense to and from your primary residence; and/or
3. Expenses to return "your covered auto" to your primary residence.

This coverage is applicable for loss caused by:

1. Other than "collision" only if the Declarations indicate that Other Than "Collision" Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that "Collision" Coverage is provided for that auto.

TRIP INTERRUPTION COVERAGE

If "your covered auto" is disabled, 100 or more road miles from your primary residence, we will pay up to a maximum of \$600 for any combination of the following expense you incur:

1. Temporary housing and meals;
2. Travel expense to and from your primary residence; and/or
3. Expenses to return "your covered auto" to your primary residence.

This coverage is applicable for loss caused by mechanical or electrical breakdown if the Declarations indicate that Other Than "Collision" Coverage is provided for that auto.

EXCLUSIONS

The following Exclusion is added:

The coverages in this endorsement do not apply to the following Miscellaneous Type Vehicles:

ATV's, Mopeds, Golf Carts or Snowmobiles.

Exclusion 4. of Part D is replaced as follows:

4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This Exclusion 4. does not apply to:

- a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- b. Original factory-installed computer equipment or electronic equipment; or

- c. Any permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.
- d. Any permanently installed Television monitor receivers, Video cassette recorders/players or DVD players.

Exclusion 7 of Part D is replaced by the following:

7. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 30 days after you become the owner.

PP 7854 03 07

PP 76 54 10 05

WAIVER OF DEDUCTIBLE ENDORSEMENT

Paragraph A of the Insuring Agreement of Part D of your Personal Auto Policy is amended to include the following coverage enhancement:

If both "your covered auto" and "residence premises" are insured with a member company of Ohio Casualty Group, and both policies provide for deductibles, we will waive the lesser deductible amount if:

1. the loss under each policy is greater than the deductible amount; and
2. "your covered auto" and "residence premises" are damaged by the same covered peril and same occurrence.

If either policy (Personal Auto Policy or Homeowners Policy) is terminated for any reason, this endorsement does not apply.

PP 76 54 10 05

PP 83 22 01 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED NON-OWNER COVERAGE

SCHEDULE

Unless otherwise indicated below, or in the Declarations, Named Non-Owner Coverage applies only to the individual named in the Schedule or in the Declarations:

Name of Individual: _____

If indicated below, or in the Declarations, Named Non-Owner Coverage applies to:

Named Individual and "Family Members" (including Named Individual's Spouse)

Coverage For Vehicles Furnished Or Available For Regular Use

If indicated to the left, or in the Declarations, the exclusions for vehicles furnished or available for regular use under Part **A** - Liability Coverage and Part **B** - Medical Payments Coverage do not apply.

Coverage is provided where a premium and a limit of liability is shown for the coverage.

			Premium
Coverages	Limit Of Liability		
Liability			
Bodily Injury	\$ Each person	\$	
	\$ Each accident		
Property Damage	\$ Each accident	\$	
Medical Payments	\$ Each person	\$	
Uninsured Motorists			
Bodily Injury	\$ Each person	\$	
	\$ Each accident		
Property Damage	\$ Each accident	\$	
Underinsured Motorists			
Bodily Injury	\$ Each person	\$	
	\$ Each accident	\$	
Property Damage	\$ Each accident	\$	
	TOTAL PREMIUM	\$	

With respect to the individuals and coverages listed in the Schedule or in the Declarations, the provisions of the policy apply unless modified by the endorsement.

I. DEFINITIONS

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

A. The definitions of "you" and "your" are replaced by the following:

Throughout this policy, "you" and "your" refer to the individual named in the Schedule or Declarations.

B. The definition of "family member" is replaced by the following:

"Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, if:

1. The person is a resident of your household; and
2. The Schedule or Declarations indicate that coverage is provided for the named individual and "family members".

C. The definition of "your covered auto" is replaced by the following:

"Your covered auto" means a "newly acquired auto".

D. The definition of "newly acquired auto" is replaced by the following:

"Newly acquired auto" means any of the following types of vehicles on the date you become the owner:

- a.** A private passenger auto; or
- b.** A pickup or van that:
 - (1)** Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
 - (2)** Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a)** Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b)** For farming or ranching.

This provision applies only:

- a.** If you acquire the vehicle during the policy period; and
- b.** For 30 days after you become the owner.

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

II. PART A - LIABILITY COVERAGE

Part **A** is amended as follows:

A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member."

B. The **Exclusions** Section is amended as follows:

1. Exclusion **B.2.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto," which is owned by you.

2. The following exclusion is added:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is furnished or available for your regular use.

However, this Exclusion **(2.)** does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

C. Paragraph **A.** of the **Limit of Liability** Provision is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the auto accident.

D. The **Out of State Coverage** Provision is replaced by the following:

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Schedule or in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

No one will be entitled to duplicate payments for the same elements of loss.

III. PART B - MEDICAL PAYMENTS COVERAGE

Part **B** is amended as follows:

- A.** If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member."
- B.** The Exclusions Section is amended as follows:

1. Exclusion **5.** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" or, when struck by, any vehicle (other than "your covered auto") which is owned by you.

2. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying", or when struck by any vehicle, other than "your covered auto", which is furnished or available for your regular use.

However, this Exclusion **(2.)** does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

- C. Paragraph **A.** of the **Limit of Liability** Provision is replaced by the following:

LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

IV. PART C - UNINSURED MOTORISTS COVERAGE

Part **C** is amended as follows:

- A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member."

- B. The definition of "uninsured motor vehicle" is amended as follows:

1. Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.
2. If the Schedule or Declarations indicate that Named Non-Owner applies to the Named Individual, the hit-and-run vehicle section is amended by deleting reference to "family member."

- C. **LIMIT OF LIABILITY**

1. Paragraph **A.** of the **Limit of Liability** Provision is replaced by the following:

The limit of liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person the limit of liability shown in the Schedule or in the Declarations for

each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
 4. Vehicles involved in the accident.
2. If the Schedule or Declarations also indicates an each accident limit of liability for Property Damage Uninsured Motorists Coverage, the following is added to Paragraph **A.**:

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Uninsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

V. UNDERINSURED MOTORISTS COVERAGE

If the Schedule or Declarations indicate that Underinsured Motorists Coverage applies, the provisions of the Underinsured Motorists Coverage Endorsement made a part of this policy apply except as follows:

A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".

B. The definition of "underinsured motor vehicle" is amended as follows:

Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.

C. If the Schedule or Declarations also indicate an each accident limit of liability for Property Damage Underinsured Motorists Coverage, the following is added to Paragraph **A.**

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Underinsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;

3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

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

Includes copyrighted material of Insurance Services Office, Inc.,
with its permission.

©ISO Properties, Inc., 2003

PP 83 22 01 05

SERFF Tracking Number: *HCAP-125290113* *State:* *Arkansas*
First Filing Company: *American Fire and Casualty Company, ...* *State Tracking Number:* *AR-PC-07-026104*
Company Tracking Number:
TOI: *19.0 Personal Auto* *Sub-TOI:* *19.0001 Private Passenger Auto (PPA)*
Product Name: *Private Passenger Automobile*
Project Name/Number: *New Personal Auto Paris Program Forms/2007-0126*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HCAP-125290113 State: Arkansas
First Filing Company: American Fire and Casualty Company, ... State Tracking Number: AR-PC-07-026104
Company Tracking Number:
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Automobile
Project Name/Number: New Personal Auto Paris Program Forms/2007-0126

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/20/2007

Comments:

Attachment:

ARPCTD-1(2006) 1107f.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 09/20/2007

Comments:

Attachment:

PPA PARIS FORMS LETTER 11-07.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

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:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7.	Signature of authorized filer	
8.	Please print name of authorized filer	

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

9.	Type of Insurance (TOI)	
10.	Sub-Type of Insurance (Sub-TOI)	
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____
14.	Effective Date(s) Requested	New: _____ Renewal: _____
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	
19.	Status of filing in domicile	<input 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 #	
------------	--	--

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

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

Check #:
Amount:

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.)**



Personal Lines Product Management

September 14, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

Re: The Ohio Casualty Insurance Company #148-24074
West American Insurance Company #148-44393
American Fire and Casualty Company #148-24066
Forms Filing # 2007-0126

Ohio Casualty Group of Insurance Companies proposes to introduce a new Private Passenger Automobile Program in the state of Arkansas. Complete details of the Rate and Rule filing are contained in a separate filing (#2007-0128). The Rate and Rule revision and this Forms revision will be introduced simultaneously.

In April 2006, we adopted a portion of ISO's 2005 Personal Auto Program. At this time, we are adopting the following forms that were not adopted with the April 2006 filing.

PP 81 77 10 07 Amendment of Policy Provisions – Arkansas -- We have revised Part D. Coverage for Damage to Your Auto to remove references to Excess Electronic Equipment Coverage exclusions. These exclusions were previously added to our Amendment of Policy Provisions when we initially adopted most of ISO's 2005 PPA Program. At that time, we were unable to implement ISO's revised Excess Electronic Equipment Coverage and therefore, had to reflect the 6/98 version of ISO's Electronic Equipment Coverage in our Amendment of Policy Provisions (to coordinate with a reference in our Enhanced Coverages Endorsement PP 7854). Since we are adopting the 2005 Excess Electronic Equipment Coverage with this filing, we are now revising this endorsement to reflect that adoption and to track with ISO's 2005 PPA Policy.

PP 03 13 01 05 Excess Electronic Equipment Coverage (ISO form)

PP 03 06 01 05 Extended Non-Owned Coverage – Vehicles Furnished or Available for Regular Use (ISO form). While we are adopting this form, we will NOT be adopting PP 03 15 01 05 Extended Non-Owned Coverage – Vehicles Furnished or

Available for Use as a Public Livery.

PP 83 22 01 05 Named Non-Owner Coverage – We are adopting the changes that ISO has made to their form of the same title PP 03 22 01 05.

PP 76 54 10 05 Waiver of Deductible Endorsement – This form is being introduced to allow the lesser deductible to be waived if both the Auto policy and Homeowners policy are insured with us and both are damaged by the same covered peril and same occurrence.

PP 78 54 03 07 Enhanced Coverage Endorsement - This form has been revised to include the following statement in the Exclusion section on page 4:

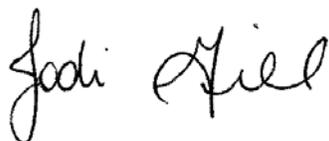
The coverages in this endorsement do not apply to the following Miscellaneous Type Vehicles: ATV's, Mopeds, Golf Carts or Snowmobiles.

The Exclusion Section has also been amended to reflect the new language pertaining to Excess Electronic Equipment coverage contained in ISO's 2005 PPA Policy. The Exclusion previously contained in this endorsement was numbered "14" to reflect the 6/98 Program, but now that we are adopting ISO's 2005 version of Excess Electronic Equipment, we have renumbered this Exclusion to "4".

We are requesting these revisions for policies written on or after November 2, 2007.

If you have any questions, please let us know.

Respectfully,

A handwritten signature in black ink that reads "Jodi Gill". The signature is written in a cursive, flowing style.

Jodi Gill, P/L State Filing Technician
Personal Lines Automobile Department
1-800-843-6446, Ext 2875
FAX (513) 603-2160
jodi.gill@ocas.com