

SERFF Tracking Number: NHMP-125274596 State: Arkansas
First Filing Company: American International South Insurance Company, ... State Tracking Number: AR-PC-07-025903
Company Tracking Number: PA-AR-0750
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Personal Auto
Project Name/Number: /PA-AR-0750

Filing at a Glance

Companies: American International South Insurance Company, Granite State Insurance Company

Product Name: Personal Auto SERFF Tr Num: NHMP-125274596 State: Arkansas
TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: AR-PC-07-025903
Sub-TOI: 19.0001 Private Passenger Auto (PPA) Co Tr Num: PA-AR-0750 State Status:
Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
Author: Simone Bacchus Disposition Date: 11/06/2007
Date Submitted: 08/27/2007 Disposition Status: Approved
Effective Date Requested (New): 09/27/2007 Effective Date (New): 11/09/2007
Effective Date Requested (Renewal): 10/27/2007 Effective Date (Renewal):

General Information

Project Name: Status of Filing in Domicile: Not Filed
Project Number: PA-AR-0750 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/06/2007
State Status Changed: 08/28/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
AIG Agency Auto wishes to submit a form filing for Granite State Insurance Company and American International South Insurance Company's private passenger automobile and motorcycle programs in the State of Arkansas.

Company and Contact

Filing Contact Information

Simone Bacchus, Associate Compliance Analyst

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Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
01499622	\$50.00	08/08/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	11/06/2007	11/06/2007
Approved	Alexa Grissom	09/11/2007	09/11/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	08/28/2007	08/28/2007	Simone Bacchus	08/29/2007	08/29/2007

Industry
Response

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Proposed Postponement	Note To Reviewer	Simone Bacchus	11/01/2007	11/01/2007
Postponement-October 10, 2007	Note To Reviewer	Simone Bacchus	10/10/2007	10/10/2007
Postponement	Note To Reviewer	Simone Bacchus	10/09/2007	10/09/2007

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Disposition

Disposition Date: 11/06/2007

Effective Date (New): 11/09/2007

Effective Date (Renewal):

- Effective Date (New) changed from 09/27/2007 to 11/02/2007 and Effective Date (Renewal) changed from 10/27/2007 to 12/12/2007 by Grissom, Alexa on 10/11/2007.

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	Cover Letter	Approved	Yes
Supporting Document	File Memorandum	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Motorcycle Coverage Endorsement	Approved	Yes
Form	Arkansas Motorcycle Application	Approved	Yes

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Disposition

Disposition Date: 09/11/2007
Effective Date (New): 11/02/2007
Effective Date (Renewal): 12/12/2007
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	Cover Letter	Approved	Yes
Supporting Document	File Memorandum	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Motorcycle Coverage Endorsement	Approved	Yes
Form	Arkansas Motorcycle Application	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/28/2007
Submitted Date 08/28/2007
Respond By Date

Dear Simone Bacchus,

This will acknowledge receipt of the captioned filing. Is the Arkansas Amendatory attached to the motorcycle endorsement as well?

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/29/2007
Submitted Date 08/29/2007

Dear Alexa Grissom,

Comments:

Response 1

Comments: Dear Alexa Grissom,

The Arkansas Amendatory endorsement and the motorcycle endorsement are both attached the policy itself.

Please let me know if you have any more questions.

Sincerely,

Simone Bacchus

Changed Items:

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No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Simone Bacchus

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Project Name/Number: /PA-AR-0750

Note To Reviewer

Created By:

Simone Bacchus on 11/01/2007 12:13 PM

Subject:

Proposed Postponement

Comments:

Dear Ms. Alexa Grissom,

Due to a programming issue we wish to postpone our effective dates.

We request that this filing be implemented for all new business policies effective on and after November 9, 2007 and all renewal policies effective on and after December 19, 2007.

Should you have any questions, please contact me using the information above.

Sincerely,

Simone Bacchus
Associate Compliance Analyst
AIG Agency Auto

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Project Name/Number: /PA-AR-0750

Note To Reviewer

Created By:

Simone Bacchus on 10/10/2007 08:44 AM

Subject:

Postponement-October 10, 2007

Comments:

Ms. Alexa Grissom,

Please disregard my previous note to reviewer. We request that this filing be implemented for all new business policies effective on and after November 2, 2007 and all renewal policies effective on and after December 12, 2007. I apologize for any confusion.

Should you have any questions, please contact me using the information above.

Sincerely,

Simone Bacchus
Associate Compliance Analyst
AIG Agency Auto

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Product Name: Personal Auto
Project Name/Number: /PA-AR-0750

Note To Reviewer

Created By:

Simone Bacchus on 10/09/2007 03:30 PM

Subject:

Postponement

Comments:

Dear Ms. Alexa Grissom,

Due to a programming issue we wish to postpone our effective dates.

We request that this filing be implemented for all new business policies effective on and after November 1, 2007 and all renewal policies effective on and after December 10, 2007.

Should you have any questions, please contact me using the information above.

Sincerely,

Simone Bacchus
Associate Compliance Analyst
AIG Agency Auto

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Amendatory Endorsement	AU AR45	0607	Endorsement/New Amendment/Conditions		49.90	AU AR45 0607- final.pdf
Approved	Motorcycle Coverage Endorsement	MC AR01	0607	Endorsement/Replacement/Amendment/Conditions	Replaced Form #:40.10 MCAR010804 Previous Filing #: PAAR0453		MC AR01 0607 -2.0- final Model B.pdf
Approved	Arkansas Motorcycle Application	MC AR02	0707	Application/Replacement/Binder/Endorsement	Replaced Form #:0.00 MCAR021104 Previous Filing #: PAAR0453		

ARKANSAS AMENDATORY ENDORSEMENT

This endorsement amends the Policy as follows:

PART A – LIABILITY COVERAGE

Part A is amended as follows:

OTHER INSURANCE

The **Other Insurance** provision is deleted and replaced by the following:

If there is other applicable liability insurance or bond, **we** will pay only **our** share of the **loss**. **Our** share of the **loss** is the proportion that **our** Liability Coverage limit of liability bears to the total of all applicable limits.

Any insurance **we** provide for a vehicle that is not **your covered auto** shall be excess over any other collectible insurance or bond. However, **we** will provide primary insurance for a motor vehicle that is not **your covered auto** if:

- A. A duly licensed automobile dealer provides a **loaner 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:
 - a. Breakdown;
 - b. Repair; or
 - c. Servicing.
 2. For use as a demonstrator vehicle.
- B. The vehicle is rented or leased by **you** or a **family member** for a period of not more than 90 days from a rental company as defined in Arkansas Code § 23-64-202(d)(2)(C), as amended.

PART B – PERSONAL INJURY PROTECTION COVERAGE

Part B is amended as follows:

Under **Other Insurance**, item **D.** is deleted and replaced by the following:

- D. Subject to **A.**, **B.**, and **C.** above, if there is other applicable personal injury protection 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.

However, **we** will provide primary insurance for a motor vehicle if:

1. A duly licensed automobile dealer provides a **loaner 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:
 - (1) Breakdown;
 - (2) Repair; or
 - (3) Servicing.
 - b. For use as a demonstrator vehicle.
2. The vehicle is rented or leased by **you** or a **family member** for a period of not more than 90 days from a rental company as defined in Arkansas Code § 23-64-202(d)(2)(C), as amended.

PART C – UNINSURED / UNDERINSURED MOTORISTS COVERAGE

Part C is amended as follows:

Under **Other Insurance**, item **B.** is deleted and replaced by the following:

- B. Any insurance **we** provide with respect to a vehicle that is not **your covered auto** shall be excess over any collectible insurance providing such coverage on a primary basis.

However, **we** will provide primary insurance for a motor vehicle that is not **your covered auto** if:

1. A duly licensed automobile dealer provides a **loaner 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:
 - (1) Breakdown;
 - (2) Repair; or
 - (3) Servicing.
 - b. For use as a demonstrator vehicle.

2. The vehicle is rented or leased by **you** or a **family member** for a period of not more than 90 days from a rental company as defined in Arkansas Code § 23-64-202(d)(2)(C), as amended.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

The **Other Sources Of Recovery** provision is deleted and replaced by the following:

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** or a **trailer**, other than a **trailer** shown on **your Declarations Page**, shall be excess over any other collectible source of recovery including, but not limited to:

- A. Any coverage provided by the **owner** of the **non-owned auto** or **trailer**;
- B. Any other applicable physical damage insurance; or
- C. Any other source of recovery applicable to the **loss**.

However, **we** will provide primary insurance for a vehicle that is not **your covered auto** if:

- A. A duly licensed automobile dealer provides a **loaner 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:
 - a. Breakdown;
 - b. Repair; or
 - c. Servicing.
 2. For use as a demonstrator vehicle.
- B. The vehicle is rented or leased by **you** or a **family member** for a period of not more than 90 days from a rental company as defined in Arkansas Code § 23-64-202(d)(2)(C), as amended.

MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT

INDEX

I. Motorcycle And Miscellaneous Personal Vehicle Coverage Endorsement	1
Definitions	1
Part A – Liability Coverage	2
Part D – Coverage For Damage To Your Auto	2
II. Emergency Roadside Assistance Coverage	5
Insuring Agreement – Emergency Roadside Assistance Coverage	5
Definitions	6
Exclusions	6
III. Trip Interruption Coverage	8
Insuring Agreement – Trip Interruption Coverage	8
Definitions	8
Limit of Liability	8
Other Sources of Recovery	8
IV. Transport Trailer Physical Damage Coverage	8
Insuring Agreement – Transport Trailer Physical Damage Coverage	8
Definitions	8
Exclusions	8
Limit of Liability	9
Other Sources of Recovery	10

The **Motorcycle And Miscellaneous Personal Vehicle Coverage Endorsement** amends the Policy to provide coverage to **your motorcycle** or **miscellaneous personal vehicle**. The optional coverages **we** have included will apply when shown on **your Declarations Page** and **you** pay the additional premium for the optional coverage. Please contact **us** or **your** agent if **you** would like to add **Emergency Roadside Assistance Coverage, Trip Interruption Coverage, or Transport Trailer Physical Damage Coverage**.

I. MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT

Your policy is amended as follows:

DEFINITIONS

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

A. The definition of **auto** is deleted and replaced by the following:

Auto means a **motorcycle** or **miscellaneous personal vehicle** as defined below.

B. The following definitions are added:

1. Motorcycle means a two or three wheeled land motor vehicle of the following types:

- a.** Motorcycle;
- b.** Motorbike;
- c.** Motor scooter; or
- d.** Motorized trike.

2. Miscellaneous personal vehicle means:

- a.** All-terrain vehicle that has at least two wheels but no more than six wheels;
- b.** Golf cart; or
- c.** Segway®.

C. The definition of **trailer** is deleted and replaced by the following:

Trailer means a non-motorized device designed to be towed on public roads by a **motorcycle**, provided the **trailer** is **owned** by **you**, and the **trailer** is not used:

1. For commercial or **business** purposes;
 2. As a primary residence;
 3. As an office, store, or for commercial display purposes; or
 4. To transport passengers.
- D. The definition of **your covered auto** is deleted and replaced by the following:
Your covered auto means:
1. Any **auto** shown on **your Declarations Page**;
 2. A **newly acquired auto**; or
 3. A **trailer you own**.

PART A – LIABILITY COVERAGE

Part A is amended as follows:

- A. Under **Additional Definitions For Part A – Liability Coverage**, the definition of **insured** is deleted and replaced by the following:
Insured, when shown in **boldface italics** typeface in **Part A**, is defined as follows:
1. **You** or any **family member** for the **ownership**, maintenance or use of **your covered auto**;
 2. Any person using **your covered auto** with **your** permission; or
 3. Any person or organization legally liable for the use of **your covered auto** by a person covered under this **Part A**.
- B. The **Exclusions** Section is amended as follows:
1. The following exclusion is added:
 Notwithstanding any provision in the policy to the contrary, **we** do not provide Liability Coverage for, nor have a duty to defend, any **insured** for **bodily injury** or **property damage** resulting from any **insured's** operation, maintenance, or use of a **non-owned auto**.
 2. The following exclusion is added:
We do not provide Liability Coverage for, nor have a duty to defend, any **insured** for **bodily injury** or **property damage** resulting from the **ownership**, maintenance, or use of a **trailer** that is not attached to a **motorcycle** covered by this endorsement.
 3. Exclusion **B.1.** is deleted and replaced by the following:
We do not provide Liability Coverage for, nor have a duty to defend, any **insured** for a **loss** arising from the **ownership**, maintenance, or use of:
 1. Any vehicle that:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads;
 unless coverage is provided under this endorsement for that vehicle.

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

- A. The **Collision Coverage Insuring Agreement** is deleted and replaced by the following:

COLLISION COVERAGE INSURING AGREEMENT

Subject to the limits of liability provisions contained in **Part D** of this policy, if **you** pay the premium for Collision Coverage, **we** will pay for direct and accidental **loss** to **your covered auto** for which Collision Coverage has been purchased, as stated on **your Declarations Page**, if it overturns or is in a **collision** with another object. If **loss** to more than one **auto** to which coverage under this **Part D** applies results from the same **collision**, only the highest applicable deductible will apply.

- B. The **Comprehensive Coverage Insuring Agreement** is deleted and replaced by the following:

COMPREHENSIVE COVERAGE INSURING AGREEMENT

A. Subject to the limits of liability provisions contained in **Part D** of this policy, if **you** pay the premium for Comprehensive Coverage, **we** will pay for **loss** to **your covered auto** for which Comprehensive Coverage has been purchased, as stated on **your Declarations Page**.

- B. Comprehensive Coverage applies to a **loss** caused by any of the following:

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**.

C. The following coverages are deleted and shall not apply in connection with any **loss**:

1. **Transportation Expense Coverage**;
2. **Increased Transportation Expense Coverage**; and
3. **Towing And Labor Costs Coverage**.

D. **Additional Equipment Coverage** is amended as follows:

Item **B.4.** is deleted and replaced by the following:

4. The limit of:
 - a. \$3,000 if **you** have not purchased Increased Additional Equipment Coverage; or
 - b. If **you** have purchased Increased Additional Equipment Coverage ("IAEC"), \$3,000 added to the amount of IAEC **you** purchased as shown on **your Declarations Page**, reduced by the applicable deductible, and by its salvage value if **you** or the **owner** retains the salvage.

E. The following **Safety Riding Apparel Coverage Insuring Agreement** is added:

1. Subject to the limits of liability stated below, if **you** pay the premium for Collision Coverage under this policy **we** will pay for **loss** to **your safety riding apparel** due to **collision**. All payments for **loss** to **safety riding apparel** shall be reduced by the applicable Collision Coverage deductible, but only one deductible shall be applied to any one **loss** under this **Part D**.
2. The limit of liability for **loss** to **safety riding apparel** is the lowest of:
 - a. The actual cash value of the **safety riding apparel** at the time of **loss**;
 - b. The cost to repair the **safety riding apparel**;
 - c. The cost to replace the **safety riding apparel** with like kind and quality; or
 - d. The limit of \$2,000.

F. The following **Disappearing Deductible Insuring Agreement** is added:

If you pay the premium for Collision Coverage or Comprehensive Coverage, the terms and conditions concerning the deductible applicable to such coverage are amended as follows:

1. If **you** do not have a **loss** under Collision Coverage and Comprehensive Coverage of **Part D** during any policy period, **we** will reduce the deductible amount **you** chose for that coverage period by 25% for the next coverage period.
2. Following the first **loss** free policy period described in 1. above, if **you** do not have a **loss** under Collision Coverage and Comprehensive Coverage during the subsequent consecutive policy periods, **we** will reduce the deductible amount **you** originally chose by 25% for each subsequent consecutive **loss**-free policy period. This reduction will occur until finally no deductible remains. The deductible reduction cycle is completed when the deductible amount is reduced to zero. After four consecutive policy periods in which **you** have no **loss**, **we** will waive the deductible for all subsequent policy periods until **you** have a **loss**. After any **loss** to which **Part D** applies, the deductible amount **you** originally chose will be reinstated for the remainder of the policy period in which **you** experienced the **loss**. Thereafter, the deductible reduction cycle will begin again as described herein.
3. If **you** choose to change the deductible amount that **you** originally chose, the new deductible amount will be substituted for the original deductible amount. Any reductions to the deductible amount will then apply to the new deductible amount.

G. **Additional Definitions For Part D – Coverage For Damage To Your Auto** is amended as follows:

1. The definition of **additional equipment** is deleted and replaced by the following:

Additional equipment means any:

- a. Enhancement;
- b. Equipment;
- c. Devices;
- d. Accessories; and
- e. Changes;

to an **auto** that are permanently installed or attached and alter the appearance or performance of a vehicle and were not original manufacturer or factory installed.

Additional equipment includes any electronic equipment that is permanently installed and designed for the reproduction of sound or to transmit or receive audio, visual, or data signals. It includes, but is not limited to, the following items when they are not considered standard or optional equipment from the **auto** manufacturer:

- a. Citizen band radios;
- b. Telephones;
- c. Two-way mobile radios;
- d. Radios;
- e. Stereos;
- f. Tape decks;
- g. Compact disc systems;
- h. Navigation systems;
- i. Internet access systems;
- j. Personal computers;
- k. Video entertainment systems;
- l. Televisions; and
- m. Scanners.

Additional equipment also includes, but is not limited to, the following additional furnishings or equipment when they are not considered standard or optional equipment from the **auto** manufacturer:

- a. Custom paint;
- b. Murals;
- c. Decals or graphics;
- d. Custom seats;
- e. Custom wheels;
- f. Custom tires;
- g. Custom plating;
- h. Custom exhaust;
- i. Covers;
- j. Roll bars;
- k. Running boards;
- l. Handicap equipment;
- m. Side cars; and
- n. **Trailers** while attached to a **motorcycle** covered by this endorsement.

2. The definition of **collision** is deleted and replaced by the following:

Collision means the upset of **your covered auto** or its impact with another vehicle or object.

3. **Safety riding apparel** refers to clothing and head gear designed and made to protect one from injury due to an **accident** involving an **auto** as defined by this endorsement.
4. For purposes of coverage under **Part D**, **your covered auto** means:
 - a. Any **auto** shown on **your Declarations Page**; or
 - b. A **newly acquired auto**.

H. Exclusions That Apply To Part D - Coverage For Damage To Your Auto is amended as follows:

1. The following exclusions are added:

- a. Notwithstanding any provision in the policy to the contrary, **we** will not pay for any **loss** to any **non-owned auto**.
 - b. **We** will not pay for **loss** to **your covered auto** if it is designed for operation principally off public roads and the **loss** does not affect the operation or framework of the **auto**. Such excluded **losses** include, but are not limited to:
 - (1) Chipped paint;
 - (2) Scratched paint;
 - (3) Scraped paint; and
 - (4) Small dents.
 - c. **Loss** to a **trailer** that is not attached to a **motorcycle**.
 - d. **Loss** to **safety riding apparel**, including helmets, unless the **loss** is due to **collision** and occurs while being worn by **you** or a passenger.
2. Exclusion J. does not apply to **Motorcycle And Miscellaneous Personal Vehicle Coverage**.
- I. With respect to the Coverage(s) shown as applicable to a vehicle described on **your Declarations Page**, the **Damage To Your Auto – Limit Of Liability** provision is deleted and replaced by the following:
- 1. **Our** limit of liability for **loss** to **your covered auto** will be the lowest of:
 - a. The actual cash value of the stolen or damaged property reduced by:
 - (1) The applicable deductible shown on **your Declarations Page**; and
 - (2) Its salvage value if **you** or the **owner** retains the salvage;
 - b. The amount necessary to replace the property with other property of like kind and quality reduced by:
 - (1) The applicable deductible shown on **your Declarations Page**; and
 - (2) Its salvage value if **you** or the **owner** retains the salvage;
 - c. The amount necessary to repair the damaged property to its pre-**loss** condition, reduced by the applicable deductible shown on **your Declarations Page**; or
 - d. The Stated Amount Auto Coverage limit of liability, if applicable, reduced by:
 - (1) The applicable deductible shown on **your Declarations Page**; and
 - (2) Its salvage value if **you** or the **owner** retain the salvage.
 - 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
 - 3. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment. Betterment for which **you** will be responsible includes the value relating to the increase in useful life of replaced parts that have a limited useful life and the increase in value from the repair of prior damage.
 - 4. Any amount paid or payable under **Part D** shall be reduced by any amount paid for the **property damage** to **your covered auto** under **Part C**.
 - 5. In the repair of **your** covered motor vehicle under the physical damage coverage provisions of this policy, **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.
- J. With respect to **loss** to **your covered auto**, the provision for **Other Sources Of Recovery** is deleted and replaced by the following:
- If other sources of recovery also cover the **loss** to **your covered auto**, **we** will pay **our** share of the **loss**. **Our** share is the proportion that **our** limit of liability bears to the total of all applicable limits.
- All other terms and conditions of the policy remain unchanged.

II. EMERGENCY ROADSIDE ASSISTANCE COVERAGE

If **you** have paid the premium for Emergency Roadside Assistance Coverage, the following is added to **your** policy:

INSURING AGREEMENT - EMERGENCY ROADSIDE ASSISTANCE COVERAGE

If **you** pay the premium for Emergency Roadside Assistance Coverage, **we** will pay for **our** authorized service representative to provide the following services for **your covered motorcycle**, as shown on **your Declarations Page**:

A. Towing assistance to the nearest:

- 1. Harley-Davidson® dealership or qualified service facility, at your option, if **your covered motorcycle** is a Harley-

Davidson® motorcycle; or

2. Qualified service facility if **your covered motorcycle** is not a Harley-Davidson® motorcycle;
- B.** Flat tire assistance limited to repair at the disablement site or towing assistance to the nearest qualified service facility;
- C.** Emergency delivery service of the following for **your covered motorcycle**:
1. Oil;
 2. Gas;
 3. Fluids; or
 4. Water;
- when it is disabled and in immediate need of the item. **We** do not pay for the cost of the items being delivered.
- D.** Lock-out assistance which consists of providing assistance with unlocking **your covered motorcycle** or a compartment of **your covered motorcycle** if the keys are lost or locked inside **your covered motorcycle**;
- E.** Battery assistance which consists of jump-starting **your covered motorcycle** in time of immediate need; and
- F.** Extrication assistance provided when **your covered motorcycle** is stuck in a ditch or other inaccessible area which is within 50 meters of a paved road or highway. This service does not cover extrication or winching when **your covered motorcycle** is being ridden off-road or on other unpaved surfaces.

DEFINITIONS

For purposes of Emergency Roadside Assistance Coverage, the **Definitions** Section is amended as follows:

The following definition is added:

Your covered motorcycle means a **motorcycle** used exclusively on public roads for which Emergency Roadside Assistance Coverage has been purchased.

EXCLUSIONS

If an exclusion below applies, coverage will not be provided under Emergency Roadside Assistance Coverage:

- A.** No coverage is provided for a **motorcycle** used for racing or commercial purposes.
- B.** **We** will not pay for the cost of the following items:
1. Vehicle parts;
 2. Replacement keys;
 3. Oil;
 4. Gas;
 5. Fluids;
 6. Water;
 7. Lubricants; or
 8. Tires;
- C.** The following services, service charges or expenses are not covered:
1. Taxicab fares; or
 2. Commercial delivery charges;
- D.** The following expenses or charges are not covered:
1. Taxes;
 2. Fines; or
 3. Vehicle storage charges;
- E.** The following causes or reasons for towing or expense are not covered:
1. Towing from or repair work performed at a gas or service station, garage, or repair shop;
 2. Damage or disablement of **your covered motorcycle** due to:
 - a. Collision;
 - b. Fire;
 - c. Flood; or

- d. Vandalism.
- 3. Non-emergency towing or other non-emergency service;
- 4. Towing of **your covered motorcycle** that has been impounded;
- 5. Towing on or from a road not regularly maintained, including but not limited to:
 - a. Beaches;
 - b. Fields;
 - c. Forests; or
 - d. Construction zones.
- 6. Towing at the direction of a law enforcement officer due to, but not limited to the following:
 - a. Traffic obstruction;
 - b. Impoundment;
 - c. Abandonment;
 - d. Illegal parking; or
 - e. Other violations of the law.
- 7. Towing due to an emergency resulting from:
 - a. A driver or passenger's use of intoxicants or narcotics; or
 - b. The use of **your covered motorcycle** in the commission of a felony.
- F. The following types of labor or labor charges are not covered:
 - 1. Cost of installation of products or parts;
 - 2. Additional labor relating to towing;
 - 3. Non-emergency mounting or removing of:
 - a. Tires;
 - b. Snow tires; or
 - c. Chains.
 - 4. Tire repair at any location other than the disablement site;
 - 5. Work performed at a gas or service station, garage, or repair shop;
 - 6. Service on **your covered motorcycle** that is not in a safe condition to be towed;
 - 7. Routine maintenance or repair;
 - 8. Non-emergency towing or other non-emergency service; or
 - 9. Service obtained through any source other than Road America.
- G. No more than one emergency road service incident will be eligible for coverage in a 7-day period.
- H. Impound towing or towing by anyone other than an authorized service representative is not covered.

All other terms and conditions of **your** policy, as amended by the **MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT** and any other endorsements issued by **us**, remain unchanged.

III. TRIP INTERRUPTION COVERAGE

If **you** have paid the premium for Trip Interruption Coverage, the following is added to **your** policy:

INSURING AGREEMENT – TRIP INTERRUPTION COVERAGE

- A. Subject to the Limit Of Liability provision shown below, if **you** pay the premium for Trip Interruption Coverage and **your covered motorcycle** has a mechanical or electrical breakdown caused by a **loss** covered under **Part D – Coverage For Damage To Your Auto**, **we** will pay for the following expenses incurred by **you** for **your covered motorcycle** for which this coverage has been purchased as shown on **your Declarations Page**:
 - 1. Transportation costs incurred, up to a maximum of \$35.00 per day;
 - 2. Lost deposit for lodging reservations after attempting to cancel the reservation, up to a maximum of \$400.00;
 - 3. Temporary lodging costs incurred, up to a maximum of \$100.00 per day; and
 - 4. Meal costs incurred, up to a maximum of \$50.00 per day.

- B. Trip Interruption Coverage only applies if the **loss** to **your covered motorcycle** resulting in a mechanical or electrical breakdown is:
1. Covered under **Part D – Coverage For Damage To Your Auto**;
 2. Occurs more than 100 miles from **your** residence shown on **your Declaration Page**; and
 3. **Your covered motorcycle** is withdrawn from use due to breakdown for at least 24 hours.

DEFINITIONS

For purposes of Trip Interruption Coverage, the **Definitions** Section is amended as follows:

The following definition is added:

Your covered motorcycle means a **motorcycle** used exclusively on public roads for which Trip Interruption Coverage has been purchased.

LIMIT OF LIABILITY

- A. The maximum **we** will pay under Trip Interruption Coverage for one occurrence is \$500.
- B. **Our** payment for Trip Interruption Coverage will be limited to expenses or costs incurred for the period of time reasonably required to:
1. Resume **your** trip in accordance with a prearranged travel itinerary; or
 2. Return to **your** residence shown on **your Declarations Page**.
- C. No one will be entitled to receive duplicate payments for the same elements of **loss** from this coverage and any other coverage provided under the policy.

OTHER SOURCES OF RECOVERY

Any insurance we provide for Trip Interruption Coverage shall be excess over any other collectible source of recovery, including but not limited to:

- A. Any coverage provided by:
1. Vehicle warranties;
 2. Automobile clubs; or
 3. Mechanical breakdown or similar plans;
- B. Any other source of recovery applicable to the **loss**.

All other terms and conditions of **your** policy, as amended by the **MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT** and any other endorsements issued by **us**, remain unchanged.

IV. TRANSPORT TRAILER PHYSICAL DAMAGE COVERAGE

If **you** have paid the premium for Transport Trailer Physical Damage Coverage, the following is added to **your** policy:

INSURING AGREEMENT - TRANSPORT TRAILER PHYSICAL DAMAGE COVERAGE

Subject to the limits of liability provisions stated below, if **you** pay the premium for Transport Trailer Physical Damage Coverage, Collision Coverage and Comprehensive Coverage under **Part D** of **your** policy apply for a covered **loss** to **your transport trailer**.

DEFINITIONS

Additional Definitions For Part D – Coverage For Damage To Your Auto is amended with respect to **loss** to **your transport trailer**, as follows:

- A. **Collision** means the upset of **your transport trailer** or its impact with another vehicle or object.
- B. **Transport trailer** means a non-motorized device **owned** by **you** which is designed to be towed on public roads by a land motor vehicle and designed to transport an **auto** while used in connection with the use or transportation of **your covered auto**.

EXCLUSIONS

Exclusions That Apply To Part D – Coverage For Damage To Your Auto is amended with respect to **loss to your transport trailer**, as follows:

- A. Any reference to **trailer** is deleted and replaced by **transport trailer** unless otherwise noted.
- B. The following exclusions do not apply to **Transport Trailer Physical Damage Coverage**:
 - 1. Exclusion J;
 - 2. Exclusion K; and
 - 3. Exclusion Q.
- C. **We** will not pay for **loss** to, or loss of use of, a transport trailer **you** do not **own**.
- D. The following coverages shall not apply in connection with a **loss** to a **transport trailer**:
 - 1. **Transportation Expense Coverage**;
 - 2. **Increased Transportation Expense Coverage**;
 - 3. **Towing And Labor Costs Coverage**;
 - 4. **Additional Equipment Coverage**;
 - 5. **Increased Additional Equipment Coverage**; and
 - 6. **Safety Riding Apparel Coverage**.

LIMIT OF LIABILITY

With respect to the **Transport Trailer Physical Damage Coverage** for **your transport trailer**, the **Damage To Your Auto – Limit Of Liability** provision is deleted and replaced by the following:

- A. **Our** limit of liability for **loss to your transport trailer** will be the lowest of:
 - 1. The actual cash value of the stolen or damaged property reduced by:
 - a. The applicable deductible shown on **your Declarations Page**; and
 - b. Its salvage value if **you** retain the salvage;
 - 2. The amount necessary to replace the property with other property of like kind and quality reduced by:
 - a. The applicable deductible shown on **your Declarations Page**; and
 - b. Its salvage value if **you** retain the salvage;
 - 3. The amount necessary to repair the damaged property to its pre-**loss** condition, reduced by the applicable deductible shown on **your Declarations Page**; or
 - 4. The applicable limit of liability or Stated Amount Coverage elected by **you**, reduced by:
 - a. The applicable deductible shown on **your Declarations Page**; and
 - b. Its salvage value if **you** retain the salvage.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, **we** will not pay for the amount of the betterment. Betterment for which **you** will be responsible includes the value relating to the increase in useful life of replaced parts that have a limited useful life and the increase in value from the repair of prior damage.

OTHER SOURCES OF RECOVERY

With respect to **loss to your transport trailer**, the provision for **Other Sources Of Recovery** is deleted and replaced by the following:

The insurance **we** provide for **Transport Trailer Physical Damage Coverage** will be excess over any other collectible insurance.

All other terms and conditions of **your** policy, as amended by the **MOTORCYCLE AND MISCELLANEOUS PERSONAL VEHICLE COVERAGE ENDORSEMENT** and any other endorsements issued by **us**, remain unchanged.

SERFF Tracking Number: NHMP-125274596 State: Arkansas
First Filing Company: American International South Insurance State Tracking Number: AR-PC-07-025903
Company, ...
Company Tracking Number: PA-AR-0750
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Personal Auto
Project Name/Number: /PA-AR-0750

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/11/2007

Comments:

Please see attached

Attachments:

NAIC_TRANSMITTAL777.pdf

NAIC Transmittal778.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 09/11/2007

Comments:

Please see attached cover letter

Attachment:

coverletter.pdf

Satisfied -Name: File Memorandum **Review Status:** Approved 09/11/2007

Comments:

Attachment:

filememorandum.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 #:
---	---

3. Group Name	Group NAIC #
American International Group	012

4. Company Name(s)	Domicile	NAIC #	FEIN #
Granite State Insurance Company	PA	23809	02-0140690
American International South Insurance Company	PA	40258	02-6008643

5. Company Tracking Number	PA-AR-0750
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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
	Simone Bacchus Deerfield Corporate Centre Two 13010 Morris Rd, Ste. 500 Alpharetta, GA 30004	Associate Compliance Analyst	877-244-4288 X86862	800-535-6540	Simone.bacchus@aig.com

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

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

9. Type of Insurance (TOI)	Private Passenger Automobile
10. Sub-Type of Insurance (Sub-TOI)	Liability & Physical Damage for Auto and Motorcycle
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	AIG Agency Auto Auto & Motorcycle Programs
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: September 27, 2007 Renewal: October 27, 2007
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	August 27, 2007
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 #	PA-AR-0750
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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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AIG Agency Auto wishes to submit a forms filing for Granite State Insurance Company and American International South Insurance Company's private passenger automobile and motorcycle program in the state of Arkansas.

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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Check #: 01499622
Amount: 50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #		PA-AR-0750		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Arkansas Amendatory Endorsement	AR AU45 0607	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Motorcycle Coverage Endorsement	MC AR01 0607	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	MC AR01 0804	
03	Arkansas Motorcycle Application	MC AR02 0707	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	MC AR02 1104	
04			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
05			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
06			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
07			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
08			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
09			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
10			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		



Deerfield Corporate Centre Two
13010 Morris Road
Alpharetta, GA 30004
Phone: (877) 244-4288 X86862
Fax: (800) 535-6540
E-mail: simone.bacchus@aig.com

August 27, 2007

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

Via: SERFF

RE: GRANITE STATE INSURANCE COMPANY
FEIN # 02-0140690 NAIC # 012-23809
AMERICAN INTERNATIONAL SOUTH INSURANCE COMPANY
FEIN # 02-6008643 NAIC # 012-40258
Private Passenger Automobile & Motorcycle Programs
Forms Filing
To be effective: September 27, 2007 NB & October 27, 2007 RB
Company Filing Number: PA-AR-0750
PLEASE REFER TO THIS NUMBER WHEN CORRESPONDING

Dear Honorable Benafield Bowman:

AIG Agency Auto wishes to submit a form filing for Granite State Insurance Company and American International South Insurance Company's private passenger automobile and motorcycle programs in the State of Arkansas.

An explanatory memorandum and copy of the proposed form is included. We request that this filing be implemented for all new business policies effective on and after September 27, 2007 and all renewal policies effective on and after October 27, 2007.

Should you have any questions, please contact me using the information above.

Sincerely,

Simone Bacchus
Associate Compliance Analyst
AIG Agency Auto

**AIG AGENCY AUTO
ARKANSAS FORMS FILING
EXPLANATORY MEMORANDUM**

**Granite State Insurance Company
American International South Insurance Company
Private Passenger Automobile & Motorcycle Programs
Forms Filing Effective September 27, 2007 NB & October 27, 2007 RB**

This is a forms filing for all new business effective on or after September 27, 2007 and all renewal business effective on or after October 27, 2007 for Granite State Insurance Company and American International South Insurance Company's Private Passenger Auto and Motorcycle Programs.

The following is the form that we wish to use in these programs that need to be approved by your department. A copy of this form is enclosed.

Form Number	Edition	Form Title
AU AR45	0607	Arkansas Amendatory Endorsement
MC AR01	0607	Motorcycle Coverage Endorsement
MC AR02	0707	Arkansas Motorcycle Application

The following is a list of forms that we will use in this Program that have previously been approved by your department. These forms are not enclosed.

Form Number	Edition	Form Title
AIGDEC	0403	Policy Declarations Page
AU AR01	1004	Arkansas Personal Automobile Insurance Policy
AU CW02	0404	Named Driver Exclusion Endorsement
AU CW03	0304	Loan/Lease Payoff Coverage Endorsement
AU AR04	0304	Named Operator/Non-Owned Vehicle Coverage
AU AR05	0504	Replacement Cost Coverage Endorsement
AU AR29	0904	Named Driver Exclusion Agreement
AU AR43	1104	Arkansas Personal Automobile Application
AU AR67	1104	Arkansas Application Supplement