

SERFF Tracking Number: ANPC-125399027 State: Arkansas  
Filing Company: American National General Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 03-ANG-07-0676  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: AR ANG PPA  
Project Name/Number: AR ANG Auto F-PA/

## Filing at a Glance

Company: American National General Insurance Company

Product Name: AR ANG PPA

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Filing Type: Form

SERFF Tr Num: ANPC-125399027 State: Arkansas

SERFF Status: Closed

Co Tr Num: 03-ANG-07-0676

Co Status: Pending at DOI

Author: Beth Summers

Date Submitted: 12/27/2007

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Disposition Date: 01/08/2008

Disposition Status: Approved

Effective Date Requested (New): 03/26/2008

Effective Date Requested (Renewal): 03/29/2008

Effective Date (New): 03/26/2008

Effective Date (Renewal):

03/29/2008

State Filing Description:

## General Information

Project Name: AR ANG Auto F-PA

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 01/08/2008

State Status Changed: 01/03/2008

Corresponding Filing Tracking Number:

Filing Description:

Arkansas ANG Auto forms filing including additional interest and Young Family.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

## Company and Contact

### Filing Contact Information

Beth Summers, Regulatory Compliance Analyst [bsummers@anpac.com](mailto:bsummers@anpac.com)

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II

American National Corporate Centre (417) 887-4990 [Phone]  
Springfield, MO 65899-0251 (417) 877-5014[FAX]

**Filing Company Information**

American National General Insurance Company CoCode: 39942 State of Domicile: Missouri  
American National Corporate Centre Group Code: 408 Company Type: Property and  
Casualty

1949 East Sunshine  
Springfield, MO 65899-0251 Group Name: State ID Number:  
(417) 887-4990 ext. [Phone] FEIN Number: 43-1223793

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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American National General Insurance Company	\$50.00	12/27/2007	17252584

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	01/08/2008	01/08/2008

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## **Disposition**

Disposition Date: 01/08/2008

Effective Date (New): 03/26/2008

Effective Date (Renewal): 03/29/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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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
Form	Limits of Liability Endorsement Arkansas RV UM and UIM Coverage Endorsement	Approved	Yes
Form	Additional Interest Endorsement – Joint Ownership	Approved	Yes
Form	Additional Interest Endorsement – Lessor	Approved	Yes
Form	Additional Interest Endorsement – Non-Owned Car Owned by a Business	Approved	Yes
Form	Additional Interest Endorsement – Interested Party	Approved	Yes
Form	Arkansas RV UM and UIM Coverage Endorsement	Approved	Yes
Form	Arkansas RV Selection/Rejection of UM and UIM Coverages	Approved	Yes
Form	Full Timer Endorsement (25/50)	Approved	Yes
Form	Full Timer Endorsement (50/100)	Approved	Yes
Form	Full Timer Endorsement (100/300)	Approved	Yes
Form	Full Timer Endorsement (250/500)	Approved	Yes
Form	Full Timer Endorsement (300/500)	Approved	Yes
Form	Full Timer Endorsement (500/500)	Approved	Yes
Form	Motorcycle Limits of Liability Endorsement	Approved	Yes
Form	Additional Interest Endorsement – Non-Owned Recreational Vehicle	Approved	Yes
Form	Additional Interest Endorsement – Non-Owned Motorcycle	Approved	Yes
Form	Additional Interest Endorsement – Joint Ownership Recreational Vehicle	Approved	Yes
Form	Additional Interest Endorsement – Joint Ownership Motorcycle	Approved	Yes
Form	Additional Interest Endorsement – Non-Owned Car	Approved	Yes
Form	Named Non-Owner Coverage	Approved	Yes

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Endorsement

<b>Form</b>	Arkansas ANG Automobile Policy	Approved	Yes
<b>Form</b>	Arkansas ANG Recreational Vehicle Policy	Approved	Yes
<b>Form</b>	Reimbursement of Auto Rental Expense (\$40)	Approved	Yes
<b>Form</b>	Arkansas ANG Motorcycle Policy	Approved	Yes
<b>Form</b>	Reimbursement of Auto Rental Expense (\$50)	Approved	Yes
<b>Form</b>	Leisure Vehicle Amendatory Endorsement	Approved	Yes
<b>Form</b>	Reimbursement of Auto Rental Expense (\$25)	Approved	Yes
<b>Form</b>	Declaration Page	Approved	Yes
<b>Form</b>	Declarations, Section II	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Limits of Liability Endorsement Arkansas RV UM and UIM Coverage Endorsement	SA-236	12-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:55.10 SA-236 (1-90) Previous Filing #:		SA236 12-06.pdf
Approved	Additional Interest Endorsement – Joint Ownership	SA-321	4-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:49.40 SA-321 (8-88) Previous Filing #:		SA321 4-06.pdf
Approved	Additional Interest Endorsement – Lessor	SA-511	4-06	Endorsement/Amendment/Conditions New		41.80	SA511 4-06.pdf
Approved	Additional Interest Endorsement – Non-Owned Car Owned by a Business	SA-738	4-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:51.10 SA-738 (8-88) Previous Filing #:		SA738 4-06.pdf
Approved	Additional Interest Endorsement – Interested Party	SA-768	4-06	Endorsement/Amendment/Conditions New		37.20	SA768 4-06.pdf
Approved	Arkansas RV UM and UIM Coverage Endorsement	SA-1361	10-07	Endorsement/Amendment/Conditions New		38.80	SA1361 10-07.pdf
Approved	Arkansas RV Selection/Rejection of UM and UIM Coverages	SA-1362	10-07	Election/Rejection/Supplemental Applications New		0.00	SA1362 10-07.pdf

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Approved	Full Timer Endorsement (25/50)	SA-1652	12-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:37.10 SA-1652 (3-03) Previous Filing #:	SA1652 12-06.pdf
Approved	Full Timer Endorsement (50/100)	SA-1654	12-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:37.10 SA-1654 (3-03) Previous Filing #:	SA1654 12-06.pdf
Approved	Full Timer Endorsement (100/300)	SA-1655	12-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:37.10 SA-1655 (3-03) Previous Filing #:	SA1655 12-06.pdf
Approved	Full Timer Endorsement (250/500)	SA-1656	12-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:37.10 SA-1656 (3-03) Previous Filing #:	SA1656 12-06.pdf
Approved	Full Timer Endorsement (300/500)	SA-1657	12-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:37.10 SA-1657 (3-03) Previous Filing #:	SA1657 12-06.pdf
Approved	Full Timer Endorsement (500/500)	SA-1658	12-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:37.10 SA-1658 (3-03) Previous Filing #:	SA1658 12-06.pdf
Approved	Motorcycle Limits of Liability Endorsement	SA-1738	12-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:52.00 SA-1738 (10-04) Previous Filing #:	SA1738 12-06.pdf
Approved	Additional Interest Endorsement – Non-Owned Recreational Vehicle	SA-1811	4-06	Endorsement/Amendment/Conditions New	38.80	SA1811 4-06.pdf
Approved	Additional Interest Endorsement – Non-Owned	SA-1812	4-06	Endorsement/Amendment/Conditions New	40.50	SA1812 4-06.pdf

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Motorcycle

Approved	Additional Interest Endorsement – Joint Ownership Recreational Vehicle	SA-1813	4-06	Endorsement/Amendment/Conditions		45.10	SA1813 4-06.pdf
Approved	Additional Interest Endorsement – Joint Ownership Motorcycle	SA-1814	4-06	Endorsement/Amendment/Conditions		42.90	SA1814 4-06.pdf
Approved	Additional Interest Endorsement – Non-Owned Car	SA-1832	4-06	Endorsement/Amendment/Conditions		51.40	SA1832 4-06.pdf
Approved	Named Non-Owner Coverage Endorsement	SA-2095	9-07	Endorsement/Amendment/Conditions		41.60	SA2095 9-07.pdf
Approved	Arkansas ANG Automobile Policy 405AR	SG-	10-07	Policy/Coverage Replaced Form	Replaced Form #:40.00 SA-405AR (7-00), SA-275 (4-05) Previous Filing #:		SG405 AR 10-07.pdf
Approved	Arkansas ANG Recreational Vehicle Policy	SG-581AR	10-07	Policy/Coverage New Form		41.60	SG581 AR 10-07.pdf
Approved	Reimbursement of Auto Rental Expense (\$40)	SG-595	9-07	Endorsement/Amendment/Conditions	Replaced Form #:64.40 SA-595 (1-97) Previous Filing #:		SG595 9-07.pdf
Approved	Arkansas ANG Motorcycle Policy 813AR	SG-	10-07	Policy/Coverage Replaced Form	Replaced Form #:36.20 SA-813AR (8-00), SA-652 (4-05) Previous Filing #:		SG813 AR 10-07.pdf
Approved	Reimbursement of Auto Rental Expense (\$50)	SG-1008	9-07	Endorsement/Amendment/Conditions	Replaced Form #:62.40 SA-1008 (1-97) Previous Filing #:		SG1008 9-07.pdf

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 Product Name: AR ANG PPA  
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Approval	Description	Policy No	Effective Date	Endorsement	Amount	File Name
Approved	Leisure Vehicle Amendatory Endorsement	SG-1638	9-07	Endorsement/Amendment/Conditions	Replaced Form #:49.90 SA-1638 (3-03) Previous Filing #:	SG1638 9-07.pdf
Approved	Reimbursement of Auto Rental Expense (\$25)	SG-2094	9-07	Endorsement/Amendment/Conditions	63.00	SG2094 9-07.pdf
Approved	Declaration Page	SM-484	1-06	Declaration/Endorsement/Schedule	Replaced Form #:0.00 SM-484 (12-92) Previous Filing #:	SM484 1-06 John Doe.pdf
Approved	Declarations, Section II	SM-1831	1-06	Declaration/Endorsement/Schedule	0.00	SM1831 1-06 John Doe.pdf



**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**LIMITS OF LIABILITY ENDORSEMENT**

It is agreed that, as respects the vehicle, special equipment, or customization shown in the Declarations, the Limits of Liability provision in Part III – Car Damage of this policy is changed to read as follows:

**LIMITS OF LIABILITY**

**Our** limit of liability for **loss** shall not exceed:

- (1) The lesser of:
  - (a) the **actual cash value** of the stolen or damaged property; or
  - (b) the amount necessary to repair or replace the property; or
  - (c) the amount shown in the Declarations.
- (2) **\$500** for any **trailer** not owned by **you** or a **relative**.

The cost of repair or replacement is based upon one of the following:

- (1) the cost of repair or replacement agreed upon by **you** and **us**;
- (2) a competitive bid approved by **us**; or
- (3) 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 prevailing competitive price. **We** will include in the estimate parts sufficient to restore the vehicle to its preloss condition.

Payment for **loss** is reduced by any deductible shown in the Declarations.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT  
JOINT OWNERSHIP

**Joint Owner:**

It is agreed that coverage for the **joint owner** (designated above) shall apply under PART I – LIABILITY of this policy only to the extent of the **joint owner's** liability for **bodily injury** or **property damage** arising out of the covered acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured car** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **joint owner** with respect to **your insured car** shall apply under PART III – CAR DAMAGE, to the extent of the **joint owner's** interest at the time of **loss**.

As used in this endorsement, **joint owner** means a person other than **you** or a **relative** that is listed on the title of **your insured car**.

**We** will provide the **joint owner** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **joint owner** of **your insured car** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT  
LESSOR

Lessor:

It is agreed that coverage for the Lessor (designated above) of a **leased automobile** insured under this policy as **your insured car** shall apply under PART I – LIABILITY only to the extent of the Lessor's liability for **bodily injury** or **property damage** arising out of the covered acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured car** with your permission and within the scope of your permission.

It is further agreed that coverage for the Lessor shall apply under PART III – CAR DAMAGE of this policy to the extent of the Lessor's interest at the time of **loss**.

For purposes of this endorsement, a **leased automobile** means:

- (a) an automobile shown in the Declarations which is leased by **you** for a continuous period of at least six months under a written agreement which requires **you** to provide primary insurance coverage to protect the interests of the Lessor in **your insured car**; and
- (b) any substitute or replacement automobile furnished by the Lessor named in this endorsement.

**We** will provide the Lessor the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the Lessor of **your insured car** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**ADDITIONAL INTEREST ENDORSEMENT  
NON-OWNED CAR OWNED BY A BUSINESS**

Name of **Owner** (Business Name):

It is agreed that coverage for the **owner** (designated above) of **your insured car** shall apply under PART I – LIABILITY of this policy only to the extent of the **owner's** liability for **bodily injury** or **property damage** arising out of the acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured car** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **owner** of **your insured car** shall apply under PART III – CAR DAMAGE, to the extent of the **owner's** interest at the time of **loss**.

**Defined Terms Used in this Endorsement**

- (1) "**Non-owned car**" means a private passenger car or trailer not owned by **you** or a **relative**, other than a **temporary substitute car**.
- (2) "**Owner**" means a party or entity named on the title of **your insured car**, other than **you** or a **relative**.

**We** will provide the **owner** of **your insured car** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **owner** of **your insured car** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**ADDITIONAL INTEREST ENDORSEMENT  
INTERESTED PARTY**

Interested Party:

It is agreed that coverage for the Interested Party (designated above) shall apply under PART I – LIABILITY of this policy only to the extent that the Interested Party is vicariously liable or otherwise answerable for bodily injury or property damage arising out of **your** covered acts or omissions.

**We** will provide the Interested Party the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the Interested Party.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY  
RECREATIONAL VEHICLE  
UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGES  
ARKANSAS**

**COVERAGE J – UNINSURED MOTORIST COVERAGE**

**We** will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by accident and result from the ownership, maintenance, or use of the vehicle.

Determination whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between that person and **us**.

If suit is brought to determine legal liability or damages without **our** written consent, **we** are not bound by the resulting judgment.

**ADDITIONAL DEFINITIONS USED IN COVERAGE J ONLY**

As used in this Part:

- (1) "**Insured person**" means:
  - (a) **you** or a **relative**;
  - (b) any other person while **occupying your insured vehicle** if such use is within the scope of **your** permission; or
  - (c) **you** or a **relative** while **occupying a recreational vehicle** not owned by **you**, provided **you** are driving the non-owned **recreational vehicle** and the use is with the permission of the owner and within the scope of such permission.
  
- (2) "**Motor vehicle**" means a land motor vehicle or a trailer but does not mean a vehicle or a trailer:
  - (a) which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads; or
  - (b) located for use as a residence or premises.
  
- (3) "**Uninsured motor vehicle**" means a **motor vehicle**, the ownership, maintenance or use of which is:
  - (a) not insured by a **bodily injury** liability bond or policy at the time of the accident;
  - (b) insured by a liability bond or policy at the time of the accident which provides **bodily injury** liability limits less than the minimum **bodily injury** liability limits required by the financial responsibility law of the state in which **your insured vehicle** is principally garaged;
  - (c) insured by a **bodily injury** liability bond or policy at the time of the accident but the insurer;
    - (i) denies coverage; or
    - (ii) is or becomes insolvent and there is no coverage available from any state, provincial, or association guaranty fund; or
  - (d) a **hit-and-run vehicle** whose operator or owner is unknown and, with or without physical contact, causes an accident involving:
    - (i) **you** or a **relative**;
    - (ii) a vehicle which **you** or a **relative** are **occupying**; or
    - (iii) **your insured vehicle**.

If the **hit-and-run vehicle** caused the injury without physical contact with the **insured person** or the vehicle the **insured person** was **occupying**, the facts of the accident must be supported by an eyewitness to the accident other than a person having an uninsured motorist claim. We have a right to inspect the vehicle the **insured person** was **occupying** at the time of the accident.

**"Uninsured motor vehicle"** does not mean a vehicle:

- (a) insured under the liability coverage of this policy;
- (b) owned by or furnished or available for the regular use of **you** or a **relative**;
- (c) owned or operated by a self-insurer as contemplated by a financial responsibility law, motor carrier law, or similar law; or
- (d) owned by a governmental unit or agency.

(4) **"Hit-and-run vehicle"** means a **motor vehicle** whose owner or operator cannot be identified, and which hits, or causes an accident without hitting, the **insured person** or a **motor vehicle** the **insured person** is **occupying**.

#### **EXCLUSIONS USED IN COVERAGE J ONLY**

There is no coverage under COVERAGE J – UNINSURED MOTORIST:

- (1) for **bodily injury** to an **insured person** while **occupying**, or when struck by, a motor vehicle owned by **you** or a **relative** for which insurance is not afforded under this Part;
- (2) if any **insured person** or the legal representative of any **insured person** makes a settlement without **our** written consent;
- (3) while **occupying your insured vehicle** while it is used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools;
- (4) for **punitive** or exemplary damages;
- (5) to the extent it benefits:
  - (a) any insurer or self-insurer under any workers' compensation law, disability benefits law or similar law; or
  - (b) any governmental body or agency.

#### **LIMITS OF LIABILITY USED IN COVERAGE J ONLY**

The limits of liability shown in the Declarations apply, subject to the following:

- (1) the limit of "each person" is the maximum **we** will pay as damages for **bodily injury** to one person in one accident, including damages for care and loss of services or consortium;
- (2) subject to the limit for "each person," the limit for "each accident" is the maximum **we** will pay as damages for **bodily injury** to two or more persons in one accident, including damages for care and loss of services or consortium;

**We** will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies, or vehicles involved in the accident.

Amounts payable will be reduced by:

- (1) a payment made by the owner or operator of the **uninsured motor vehicle** or organization which may be legally liable; and
- (2) a payment under the Liability Coverage of this policy; and
- (3) a payment made or amount payable because of the **bodily injury** under any workers' compensation law, disability benefits law or similar law.

#### **OTHER INSURANCE USED IN COVERAGE J ONLY**

- (1) If the **insured person** sustains **bodily injury** as a pedestrian or while occupying a temporary substitute **vehicle** or a **recreational vehicle** not owned by **you**, this coverage applies as excess over any other **uninsured motor vehicle** coverage.
- (2) If there is other similar insurance on a loss covered by this Part, **we** will pay **our** proportionate share of the loss as **our** limit of liability bears to the total limits of all applicable similar insurance. But any insurance afforded under this part for a vehicle **you** do not own is excess over any other applicable similar insurance.

## COVERAGE UIM – UNDERINSURED MOTORIST COVERAGE

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle**. **Bodily Injury** must be caused by accident and must arise out of the ownership, maintenance, or use of the **underinsured motor vehicle**.

We will pay under this coverage only after the limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements.

### ADDITIONAL DEFINITIONS USED IN COVERAGE UIM ONLY

As used in this Part:

(1) "**Insured person**" means:

- (a) **you** or a **relative**;
- (b) any other person while **occupying your insured vehicle**; or
- (c) any person for damages that person is entitled to recover because of **bodily injury to you, a relative, or another occupant of your insured vehicle**.

However, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission.

(2) "**Motor vehicle**" means a land **motor vehicle** or a trailer but does not mean a vehicle:

- (a) which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads; or
- (b) located for use as a residence or premises.

(3) "**Underinsured motor vehicle**" means a land **motor vehicle** for which there is a **bodily injury** liability policy or bond applicable at the time of the accident and the amount of insurance or bond is less than the amount of the damages incurred by the insured.

However, "**underinsured motor vehicle**" does not include any vehicle:

- (a) which is insured under PART I – LIABILITY of this policy;
- (b) owned by or furnished or available for the regular use of **you** or a **relative**;
- (c) owned by any governmental unit or agency;
- (d) owned or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier law, or similar law; or
- (e) which is insured by a **bodily injury** liability bond or policy at the time of the accident, but the bonding or insuring company denies coverage or is or becomes insolvent.

### EXCLUSIONS USED IN COVERAGE UIM ONLY

This coverage does not apply to:

- (1) **bodily injury** sustained by a person while **occupying a motor vehicle** owned by **you** or a **relative** for which insurance is not afforded under this Part, or through being struck by the motor vehicle;
- (2) **bodily injury** sustained by a person if that person or the legal representative of that person makes a settlement without **our** written consent;
- (3) **bodily injury** sustained by a person while **occupying your insured vehicle** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools; or
- (4) **punitive** or exemplary damages.

This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits law, or any similar law.

## LIMITS OF LIABILITY USED IN COVERAGE UIM ONLY

The limits of liability shown in the Declarations apply, subject to the following:

- (1) The limit of "each person" is the maximum for **bodily injury** sustained by one person in any one accident.
- (2) Subject to the limit for "each person," the limit for "each accident" is the maximum for **bodily injury** sustained by two or more persons in any one accident.

**We** will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants or policies, or vehicles involved in the accident.

Any amounts payable will be reduced by:

- (1) any payment made by the owner or operator of the **underinsured motor vehicle** or organization which may be legally liable;
- (2) any payment made under the Liability Coverage or Uninsured Motorist Coverage of this policy; and
- (3) any payment made or amount payable because of the **bodily injury** under any workers' compensation law, disability benefits law, or similar law.

## OTHER INSURANCE USED IN COVERAGE UIM ONLY

If there is other applicable similar insurance on a loss covered by this Part, **we** will pay only that proportionate share of the loss that **our** limit of liability bears to the total limits of all applicable similar insurance. But, any insurance afforded under this Part for a vehicle **you** do not own is excess over any other applicable similar insurance.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY  
RECREATIONAL VEHICLE

SELECTION OR REJECTION OF UNINSURED AND UNDERINSURED MOTORIST COVERAGES  
ARKANSAS

In American National General Insurance Company's offer of Uninsured Motorist and Underinsured Motorist Coverages, the named insured elects to purchase the indicated coverages:

(Please check applicable blocks for each coverage listed below:)

I. UNINSURED MOTORIST BODILY INJURY COVERAGE\*

Uninsured Motorist Bodily Injury Coverage protects an insured person for bodily injury caused by a liable motorist who is not insured by a bodily injury liability bond or policy at the time of the accident, or whose bodily injury liability limits are less than the minimum limits required by the financial responsibility law of the state in which your insured vehicle is principally garaged, or a hit-and-run vehicle whose operator or owner is unknown, or who has a bodily injury liability bond at the time of the accident, but the insurer denies coverage or has become insolvent.

The following Uninsured Motorist Liability Limits are available under our insurance policy. PLEASE BE ADVISED UNINSURED MOTORIST BODILY INJURY LIMITS ARE AVAILABLE UP TO THE BODILY INJURY LIABILITY LIMITS FOR WHICH YOU APPLIED. (Limits in Thousands **unless otherwise noted**)

- |                          |   |                          |                       |
|--------------------------|---|--------------------------|-----------------------|
| <input type="checkbox"/> | Same as regular Bodily Injury Liability Limits                                | <input type="checkbox"/> | \$300/500             |
| <input type="checkbox"/> | \$25/50   | <input type="checkbox"/> | \$500/500             |
| <input type="checkbox"/> | \$50/100  | <input type="checkbox"/> | \$500/1 Million       |
| <input type="checkbox"/> | \$100/300   | <input type="checkbox"/> | \$1 Million/1 Million |
| <input type="checkbox"/> | \$250/500   |                          |                       |
| <input type="checkbox"/> | I <b>do not</b> desire to purchase Uninsured Motorist Bodily Injury Coverage. |                          |                       |

\* Limits selected cannot exceed regular Bodily Injury Liability Limits.

II. UNDERINSURED MOTORIST BODILY INJURY COVERAGE\*\*\*\*

Underinsured Motorist Coverage protects an insured person for bodily injury caused by a motorist of an insured motor vehicle whose bodily injury limits are less than the amount of damages incurred by the insured. (Limits in Thousands **unless otherwise noted**)

- |                          |  |                          |                       |
|--------------------------|--|--------------------------|-----------------------|
| <input type="checkbox"/> | \$25/50  | <input type="checkbox"/> | \$300/500             |
| <input type="checkbox"/> | \$50/100   | <input type="checkbox"/> | \$500/500             |
| <input type="checkbox"/> | \$100/300  | <input type="checkbox"/> | \$500/1 Million       |
| <input type="checkbox"/> | \$250/500  | <input type="checkbox"/> | \$1 Million/1 Million |
| <input type="checkbox"/> | I <b>do not</b> desire to purchase Underinsured Motorist Bodily Injury Coverage. |                          |                       |

- \*\*\*\*1. Uninsured Motorist Bodily Injury Coverage must be carried.
- \*\*\*\*2. Limits selected cannot exceed Uninsured Motorist Bodily Injury Limits.

I acknowledge that the coverages and options shown on this form have been explained to me. It is hereby agreed that my selections apply under this liability insurance policy and future renewals, replacements, or reinstatements of such policy. If I decide to select another option at some future time, I must advise my ANPAC® agent or the company in writing before the selection becomes effective.

Policy Number \_\_\_\_\_

Named Insured \_\_\_\_\_  
(Please Print)

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Named Insured

\_\_\_\_\_  
Signature of Authorized Representative

(This form should be completed with the new business application or when adding or substituting a vehicle.)

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY  
ANPAC LOUISIANA INSURANCE COMPANY**

**FULL TIMER ENDORSEMENT**

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>SCHEDULE</u>	
<u>Limits</u>	<u>Coverage</u>
\$25,000	Personal Liability Coverage per person (Coverage PL)
\$50,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

**I. DEFINITIONS**

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

**“Leisure vehicle”** means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

- (1) **“Described premises”** means:
  - (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
  - (b) the land upon which the **leisure vehicle** rests while parked; and
  - (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.
- (2) **“Insured location”** means:
  - (a) the **described premises**;
  - (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
  - (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
  - (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.
- (3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.
- (4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.
- (5) **“Insured”** means you and the following residents of the **described premises**:
  - (a) **your** relatives;
  - (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
  - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
    - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
    - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
  - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
  - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
  - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

#### **COVERAGE PL – PERSONAL LIABILITY**

**We** will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

**We** will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

#### **COVERAGE MP – MEDICAL PAYMENTS TO OTHERS**

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
  - (a) arises out of a condition on the **insured location**;
  - (b) is caused by the activities of any **insured**; or
  - (c) is caused by an animal owned by or in the care of any **insured**.

## EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
  - (a) on an occasional basis for the exclusive use as a residence;
  - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
  - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
  - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
  - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
  - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
  - (1) an aircraft;
  - (2) a watercraft; or
  - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
  - (a) workers' or workmen's compensation law;
  - (b) nonoccupational disability law; or
  - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

#### **ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP**

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire judgment which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment which does not exceed the **limit of liability** that applies.

#### **CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP**

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$25,000 for one person or \$50,000 for all persons.  
  
**Our** total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
  - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
    - (1) the identity of the policy and **insured**;
    - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
    - (3) names and addresses of any claimants and available witnesses;
  - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
  - C. at **our** request, assist in:
    - (1) making settlement;
    - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
    - (3) the conduct of suits and attend hearings and trials; and
    - (4) securing and giving evidence and obtaining the attendance of witnesses;
  - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
  - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
  - A. give **us** written proof of claim, under oath if required, as soon as practicable;
  - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
  - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY  
ANPAC LOUISIANA INSURANCE COMPANY**

**FULL TIMER ENDORSEMENT**

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>Limits</u>	<u>Coverage</u>
\$ 50,000	Personal Liability Coverage per person (Coverage PL)
\$100,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

SCHEDULE

**I. DEFINITIONS**

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

**“Leisure vehicle”** means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) **“Described premises”** means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) **“Insured location”** means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) **“Insured”** means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
  - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
    - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
    - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
  - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
  - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
  - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

#### **COVERAGE PL – PERSONAL LIABILITY**

**We** will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

**We** will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

#### **COVERAGE MP – MEDICAL PAYMENTS TO OTHERS**

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
  - (a) arises out of a condition on the **insured location**;
  - (b) is caused by the activities of any **insured**; or
  - (c) is caused by an animal owned by or in the care of any **insured**.

## EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
  - (a) on an occasional basis for the exclusive use as a residence;
  - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
  - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
  - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
  - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
  - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
  - (1) an aircraft;
  - (2) a watercraft; or
  - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
  - (a) workers' or workmen's compensation law;
  - (b) nonoccupational disability law; or
  - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

#### **ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP**

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire judgment which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment which does not exceed the **limit of liability** that applies.

#### **CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP**

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$50,000 for one person or \$100,000 for all persons.  
  
**Our** total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
  - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
    - (1) the identity of the policy and **insured**;
    - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
    - (3) names and addresses of any claimants and available witnesses;
  - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
  - C. at **our** request, assist in:
    - (1) making settlement;
    - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
    - (3) the conduct of suits and attend hearings and trials; and
    - (4) securing and giving evidence and obtaining the attendance of witnesses;
  - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
  - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
  - A. give **us** written proof of claim, under oath if required, as soon as practicable;
  - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
  - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY  
ANPAC LOUISIANA INSURANCE COMPANY**

**FULL TIMER ENDORSEMENT**

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>Limits</u>	<u>Coverage</u>
\$100,000	Personal Liability Coverage per person (Coverage PL)
\$300,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

**I. DEFINITIONS**

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

**“Leisure vehicle”** means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) **“Described premises”** means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) **“Insured location”** means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) **“Insured”** means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
  - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
    - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
    - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
  - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
  - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
  - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

#### **COVERAGE PL – PERSONAL LIABILITY**

**We** will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

**We** will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

#### **COVERAGE MP – MEDICAL PAYMENTS TO OTHERS**

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
  - (a) arises out of a condition on the **insured location**;
  - (b) is caused by the activities of any **insured**; or
  - (c) is caused by an animal owned by or in the care of any **insured**.

## EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
  - (a) on an occasional basis for the exclusive use as a residence;
  - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
  - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
  - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
  - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
  - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
  - (1) an aircraft;
  - (2) a watercraft; or
  - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
  - (a) workers' or workmen's compensation law;
  - (b) nonoccupational disability law; or
  - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

#### **ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP**

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire judgment which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment which does not exceed the **limit of liability** that applies.

#### **CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP**

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$100,000 for one person or \$300,000 for all persons.  
  
**Our** total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
  - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
    - (1) the identity of the policy and **insured**;
    - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
    - (3) names and addresses of any claimants and available witnesses;
  - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
  - C. at **our** request, assist in:
    - (1) making settlement;
    - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
    - (3) the conduct of suits and attend hearings and trials; and
    - (4) securing and giving evidence and obtaining the attendance of witnesses;
  - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
  - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
  - A. give **us** written proof of claim, under oath if required, as soon as practicable;
  - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
  - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY  
ANPAC LOUISIANA INSURANCE COMPANY**

**FULL TIMER ENDORSEMENT**

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>Limits</u>	<u>COVERAGE</u>
\$250,000	Personal Liability Coverage per person (Coverage PL)
\$500,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

**I. DEFINITIONS**

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

**“Leisure vehicle”** means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) **“Described premises”** means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) **“Insured location”** means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) **“Insured”** means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
  - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
    - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
    - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
  - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
  - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
  - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

#### **COVERAGE PL – PERSONAL LIABILITY**

**We** will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

**We** will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

#### **COVERAGE MP – MEDICAL PAYMENTS TO OTHERS**

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
  - (a) arises out of a condition on the **insured location**;
  - (b) is caused by the activities of any **insured**; or
  - (c) is caused by an animal owned by or in the care of any **insured**.

## EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
  - (a) on an occasional basis for the exclusive use as a residence;
  - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
  - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
  - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
  - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
  - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
  - (1) an aircraft;
  - (2) a watercraft; or
  - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
  - (a) workers' or workmen's compensation law;
  - (b) nonoccupational disability law; or
  - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

#### **ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP**

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire judgment which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment which does not exceed the **limit of liability** that applies.

#### **CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP**

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$250,000 for one person or \$500,000 for all persons.  
  
**Our** total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
  - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
    - (1) the identity of the policy and **insured**;
    - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
    - (3) names and addresses of any claimants and available witnesses;
  - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
  - C. at **our** request, assist in:
    - (1) making settlement;
    - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
    - (3) the conduct of suits and attend hearings and trials; and
    - (4) securing and giving evidence and obtaining the attendance of witnesses;
  - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
  - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
  - A. give **us** written proof of claim, under oath if required, as soon as practicable;
  - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
  - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY  
ANPAC LOUISIANA INSURANCE COMPANY**

**FULL TIMER ENDORSEMENT**

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>SCHEDULE</u>	
<u>Limits</u>	<u>Coverage</u>
\$300,000	Personal Liability Coverage per person (Coverage PL)
\$500,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

**I. DEFINITIONS**

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

“**Leisure vehicle**” means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) “**Described premises**” means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) “**Insured location**” means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) “**Occurrence**” means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) “**Limit(s) of liability**” means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) “**Insured**” means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) “**Business or business pursuits**” includes:
- (a) trade, profession, or occupation (which includes farming); or
  - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
    - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
    - (2) providing home day-care services for a relative.
- (7) “**Fungus**” means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) “**Motor vehicle**” means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
  - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
  - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
  - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) “**Pollutants**” means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

#### **COVERAGE PL – PERSONAL LIABILITY**

**We** will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

**We** will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

#### **COVERAGE MP – MEDICAL PAYMENTS TO OTHERS**

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
  - (a) arises out of a condition on the **insured location**;
  - (b) is caused by the activities of any **insured**; or
  - (c) is caused by an animal owned by or in the care of any **insured**.

## EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
  - (a) on an occasional basis for the exclusive use as a residence;
  - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
  - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
  - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
  - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
  - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
  - (1) an aircraft;
  - (2) a watercraft; or
  - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
  - (a) workers' or workmen's compensation law;
  - (b) nonoccupational disability law; or
  - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

#### **ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP**

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire judgment which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment which does not exceed the **limit of liability** that applies.

#### **CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP**

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$300,000 for one person or \$500,000 for all persons.  
  
**Our** total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
  - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
    - (1) the identity of the policy and **insured**;
    - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
    - (3) names and addresses of any claimants and available witnesses;
  - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
  - C. at **our** request, assist in:
    - (1) making settlement;
    - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
    - (3) the conduct of suits and attend hearings and trials; and
    - (4) securing and giving evidence and obtaining the attendance of witnesses;
  - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
  - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
  - A. give **us** written proof of claim, under oath if required, as soon as practicable;
  - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
  - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY  
ANPAC LOUISIANA INSURANCE COMPANY**

**FULL TIMER ENDORSEMENT**

In return for payment of additional premium, it is agreed the policy is amended as follows:

<u>Limits</u>	<u>COVERAGE</u>
\$500,000	Personal Liability Coverage per person (Coverage PL)
\$500,000	Personal Liability Coverage per occurrence (Coverage PL)
\$2,000	Medical Payments to Others (Coverage MP)

**I. DEFINITIONS**

The following Definition replaces the Leisure Vehicle Definition used in SA-1638, Leisure Vehicle Amendatory Endorsement:

**“Leisure vehicle”** means a vehicle with permanently installed facilities for cooking or eating and plumbing or refrigeration and which is a:

- (a) self-propelled motor home; or
- (b) travel trailer.

The following additional Definitions only apply to this endorsement:

(1) **“Described premises”** means:

- (a) the **leisure vehicle** shown in the Declarations while in use as a dwelling;
- (b) the land upon which the **leisure vehicle** rests while parked; and
- (c) the immediately adjacent areas that are under **your** exclusive control while the vehicle is parked.

(2) **“Insured location”** means:

- (a) the **described premises**;
- (b) any part of a premises not owned by **you** or a **relative** and where **you** or a **relative** are temporarily residing;
- (c) vacant land, other than farm land, owned by or rented to **you** or a **relative**; or
- (d) any part of a premises occasionally rented to **you** or a **relative** for other than business use.

(3) **“Occurrence”** means a sudden, unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in **bodily injury** or **property damage**. An **occurrence** does not include a sudden, unexpected and unintended event arising out of the ownership, maintenance or use of **your insured car** or a **utility trailer**.

(4) **“Limit(s) of liability”** means the maximum amount **we** will pay for losses as a result of any one **occurrence**.

(5) **“Insured”** means you and the following residents of the **described premises**:

- (a) **your** relatives;
- (b) with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by **you** or **your** relatives. A person or organization using or having custody of these animals or watercraft in the course of any **business**, or without permission of the owner is not an **insured**.

- (6) **“Business or business pursuits”** includes:
- (a) trade, profession, or occupation (which includes farming); or
  - (b) home day-care services (which includes one or more persons in **your** care at any one time, for which **you** receive any compensation). The following are not considered **business pursuits**:
    - (1) mutual exchange of home day-care services for which **you** receive no compensation; or
    - (2) providing home day-care services for a relative.
- (7) **“Fungus”** means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.
- (8) **“Motor vehicle”** means:
- (a) a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
  - (b) a trailer or semitrailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home, or **utility trailer** not being towed by or carried on a vehicle included in (8)(a) is not a **motor vehicle**;
  - (c) a motorized golf cart, snowmobile, or other motorized land vehicle owned by any **insured** and designed for recreational use off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
  - (d) any vehicle while being towed by or carried on a vehicle included in (8)(a), (8)(b), or (8)(c).
- (9) **“Pollutants”** means any solid, liquid, gaseous, or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

II. The following coverages are added:

#### **COVERAGE PL – PERSONAL LIABILITY**

**We** will pay, up to **our limits of liability**, all sums for which any **insured** is legally liable because of **bodily injury** or **property damage** caused by an **occurrence** covered by this endorsement. **We** will defend any suit, even if the suit is groundless, false, or fraudulent, provided the suit resulted from **bodily injury** or **property damage** not excluded under this coverage.

**We** will defend any suit or settle any claim for damages payable under this endorsement as **we** think proper. However, **our** obligation to defend any suit or claim ends when the amount **we** pay for damages resulting from the **occurrence** equals our **limits of liability**. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this endorsement.

#### **COVERAGE MP – MEDICAL PAYMENTS TO OTHERS**

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an **occurrence** causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices, and funeral services. This coverage does not apply to **you** or regular residents of **your described premises**. As to others, this coverage applies only:

- (1) to a person on the **insured location** with the permission of any **insured**; or
- (2) to a person off the **insured location**, if the **bodily injury**:
  - (a) arises out of a condition on the **insured location**;
  - (b) is caused by the activities of any **insured**; or
  - (c) is caused by an animal owned by or in the care of any **insured**.

## EXCLUSIONS APPLYING TO COVERAGE PL and/or COVERAGE MP

(1) **Coverage PL – Personal Liability and Coverage MP – Medical Payments to Others** do not apply to **bodily injury** or **property damage**:

- (A) which is expected or intended by any **insured** even if the actual injury or damage is different than expected or intended;
- (B) arising out of **business pursuits** of any **insured** or the rental or holding for rental of any part of any premises by an **insured**.

This exclusion does not apply to:

- (1) activities which are ordinarily incident to non-**business pursuits**;
- (2) the rental or holding for rental of a residence of yours:
  - (a) on an occasional basis for the exclusive use as a residence;
  - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
  - (c) in part, as an office, school, studio, or private garage; or
- (3) Coverage PL for the occasional or part-time **business pursuits** of any self-employed **insured** who is 19 years of age or younger;
- (C) arising out of the transmission of a communicable disease by any **insured**;
- (D) which results from sexual misconduct, whether any **insured** participated in committing any sexual misconduct or remained passive after having knowledge of any sexual misconduct. Sexual misconduct means physical or mental harassment or assault of a sexual nature against any person;
- (E) arising out of any act or omission of any **insured** as an officer or member of the board of directors of any corporation or other organization, except the acts of an unpaid volunteer director, officer, or trustee of a religious, charitable, or non-profit organization;
- (F) arising out of the rendering or failing to render professional services;
- (G) arising out of any premises owned by or rented to any **insured** which is not an **insured location**;
- (H) arising out of the ownership, maintenance, use, loading, or unloading of **motor vehicles** or all other motorized land conveyances, including any trailers, owned or operated by or rented or loaned to any **insured**.

This exclusion does not apply to a motorized land conveyance designed for assisting the handicapped or for the maintenance of an **insured location**, or a motorized golf cart while used for golfing purposes, including travel to and from a golf course, which is:

- (1) not designed for travel on public roads; and
- (2) not subject to **motor vehicle** registration;
- (I) arising out of the ownership, maintenance, use, loading, or unloading of a watercraft:
  - (1) owned by or rented to any **insured** if the watercraft has inboard or inboard-outboard motor power of more than 50 horsepower or is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
  - (2) powered by one or more outboard motors with more than 25 total horsepower, owned by any **insured**; or
  - (3) designated as an air boat, air cushion, jet ski, or similar type of craft.

This exclusion does not apply while the watercraft is stored;

- (J) arising out of the ownership, maintenance, use, loading, or unloading of an aircraft, meaning any contrivance used or designated for navigation of or flight in the air, except model aircraft of the hobby variety not used or designated for the transportation of people or cargo;
- (K) arising out of the entrustment by any **insured** to any person of the following:
  - (1) an aircraft;
  - (2) a watercraft; or
  - (3) a **motor vehicle** or any other motorized land conveyance;

(L) arising out of statutorily imposed vicarious parental liability for the actions of a child or minor using:

- (1) an aircraft;
- (2) a watercraft; or
- (3) a **motor vehicle** or any other motorized land conveyance;

(M) caused directly or indirectly by war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

(N) arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**.

This exclusion includes any liability imposed by law;

(O) caused by poisoning which includes but is not limited to:

- (1) the eating of paint that has lead or lead compounds in it;
- (2) the inhalation of paint that has lead or lead compounds in it; or
- (3) effects of radon or any other substance that emits radiation.

This exclusion includes any liability imposed by law;

(P) arising out of any criminal act committed by or at the direction of any **insured**; or

(Q) arising out of, caused by, contributed to, aggravated by or resulting from (whether directly or indirectly):

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination.

This exclusion includes:

- (a) the cost of testing, monitoring, abating, mitigating, removing, remediating or disposing of any of the causes or conditions listed in items (1) through (4) above;
- (b) any supervision, instruction, disclosures, or failure to disclose, recommendations, warnings, or advice given, or which allegedly should have been given, in connection with **bodily injury** or **property damage** arising out of, resulting from, caused by, contributed to, or aggravated by, whether directly or indirectly, any of the causes or conditions listed in items (1) through (4) above; and
- (c) any obligation to share liability with or repay damages to another who must pay damages because of **bodily injury** or **property damage** of the type described in this exclusion.

This exclusion applies regardless of any other cause that contributed directly or indirectly, concurrently or in any sequence to the **bodily injury** or **property damage**.

(2) **Coverage PL – Personal Liability**, does not apply to:

(A) liability:

- (1) for **your** share of any loss assessment charged against all members of an association of property owners; or
- (2) under any other contract or agreement except those written contracts directly relating to the maintenance of the **insured location** not excluded in item (1) above or elsewhere in this policy;

(B) **property damage** to property owned by the **insured**;

(C) **property damage** to property rented to, occupied, or used by or in the care of the **insured**. This exclusion does not apply to **property damage** caused by fire, smoke, or explosion;

(D) **bodily injury** to any person eligible to receive any benefits:

- (1) required to be provided; or
- (2) voluntarily provided by the **insured** under any:
  - (a) workers' or workmen's compensation law;
  - (b) nonoccupational disability law; or
  - (c) occupational disease law;

(E) **bodily injury** or **property damage** for which any **insured** under this policy is also an **insured** under a nuclear energy liability policy; or would be an **insured** but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by:

- (1) American Nuclear Insurers;
- (2) Mutual Atomic Energy Liability Underwriters;
- (3) Nuclear Insurance Association of Canada; or
- (4) any of their successors;

(F) **bodily injury** to **you** and any **insured**;

(G) **punitive or exemplary damages**;

(H) liability imposed upon any **insured** by any governmental authority resulting from, consisting of, arising out of or in any way caused by:

- (1) **fungus**;
- (2) rust, corrosion, wear and tear, deterioration or other characteristic or quality in the property that causes it to degenerate, damage, destroy or consume itself;
- (3) condensation, dampness of atmosphere, extremes of temperature; or
- (4) pollution or contamination; or

(I) liability arising out of the sale or transfer of real or personal property, including but not limited to the following:

- (1) known or unknown property or structural defects;
- (2) known or unknown defects in plumbing, heating, air conditioning or electrical systems;
- (3) known or unknown soil conditions or drainage problems; or
- (4) concealment or misrepresentation of any known defects.

(3) **Coverage MP – Medical Payments to Others**, does not apply to **bodily injury**:

(A) to any person, eligible to receive any benefits required to be provided or voluntarily provided under any workers' or workmen's compensation, nonoccupational disability, or occupational disease law; or

(B) from any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

#### **ADDITIONAL COVERAGES APPLYING TO COVERAGE PL and/or COVERAGE MP**

We cover the following claim expenses in addition to the **limits of liability**:

- (1) expenses incurred by **us** and costs taxed against any **insured** in any suit **we** defend;
- (2) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our limit of liability**. On appeal bonds, **we** will pay that part of the premium that **our Coverage PL limit of liability** bears to the amount of the bond. For example, if **our applicable limit of liability** is \$100,000, and the amount of the bond is \$1,000,000, **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (3) reasonable expenses incurred by any **insured** at **our** request, including actual loss of earnings (but not loss of other income) up to \$200 per day for assisting **us** in the investigation or defense of any claim or suit; and

- (4) interest on the entire judgment which accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment which does not exceed the **limit of liability** that applies.

#### **CONDITIONS APPLYING TO COVERAGE PL and/or COVERAGE MP**

1. **Limits of Liability.** Regardless of the number of **insureds**, claims made, or persons injured, **our** total liability under Coverage PL for all damages resulting from any one **occurrence** shall not exceed \$500,000 for one person or \$500,000 for all persons.  
  
**Our** total liability under Coverage MP for all medical expense payable for **bodily injury** to one person as the result of one accident shall not exceed \$2,000.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase **our limits of liability** for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. **You** shall cooperate with **us** in seeing that these duties are performed:
  - A. give written notice to **us** or **our** agent as soon as practicable, which sets forth:
    - (1) the identity of the policy and **insured**;
    - (2) reasonably available information on the time, place, and circumstances of the accident or **occurrence**; and
    - (3) names and addresses of any claimants and available witnesses;
  - B. forward to **us** every notice, demand, summons, or other process relating to the accident or **occurrence**;
  - C. at **our** request, assist in:
    - (1) making settlement;
    - (2) the enforcement of any right of contribution or indemnity against any person or organization who may be liable to any **insured**;
    - (3) the conduct of suits and attend hearings and trials; and
    - (4) securing and giving evidence and obtaining the attendance of witnesses;
  - D. the **insured** shall not, except at the **insured's** own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for first aid to others at the time of the **bodily injury**; and
  - E. let **us** record **your** statements and submit to examinations under oath by any person named by **us** and sign the transcript of the examination.
4. **Duties of an Injured Person – Coverage MP – Medical Payments to Others.** The injured person or someone acting on behalf of the injured person shall:
  - A. give **us** written proof of claim, under oath if required, as soon as practicable;
  - B. execute authorization to allow **us** to obtain copies of medical reports and records; and
  - C. the injured person shall submit to physical examination by a physician selected by **us** when and as often as **we** may reasonably require.
5. **Payment of Claim – Coverage MP – Medical Payments to Others.** Payment under this coverage is not an admission of liability by any **insured** or **us**.
6. **Suit Against Us.** No action shall be brought against **us** unless there has been compliance with the policy provisions. No one shall have any right to join **us** as a party to any action against any **insured**. Further, no action with respect to Coverage PL shall be brought against **us** until the obligation of the **insured** has been determined by final judgment or agreement signed by **us**.
7. **Bankruptcy of any Insured.** Bankruptcy or insolvency of any **insured** shall not relieve **us** of any of **our** obligations under this policy.
8. **Other Insurance – Coverage PL – Personal Liability.** This insurance is excess over any other similar collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

All other policy provisions apply.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**MOTORCYCLE LIMITS OF LIABILITY ENDORSEMENT**

It is agreed that, as respects the vehicle, special equipment, or customization shown in the Declarations, the Limits of Liability provision in Part III – Motorcycle Damage of this policy is changed to read as follows:

**LIMITS OF LIABILITY**

**Our** limit of liability for **loss** shall not exceed:

- (1) The lesser of:
  - (a) the **actual cash value** of the stolen or damaged property; or
  - (b) the amount necessary to repair or replace the property; or
  - (c) the **actual cash value** of a part, if the **loss** is to a part of **your insured motorcycle**; or
  - (d) the amount shown in the Declarations.
- (2) **\$500** for any **trailer** not owned by **you** or a **relative**.
- (3) **\$3,000** for **motorcycle accessories**.

The cost of repair or replacement is based upon one of the following:

- (1) the cost of repair or replacement agreed upon by **you** and **us**;
- (2) a competitive bid approved by **us**; or
- (3) 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 prevailing competitive price. **We** will include in the estimate parts sufficient to restore the vehicle to its preloss condition.

Payment for **loss** is reduced by any deductible shown in the Declarations.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**ADDITIONAL INTEREST ENDORSEMENT  
NON-OWNED RECREATIONAL VEHICLE**

Name of **Owner**:

It is agreed that coverage for the **owner** (designated above) of **your insured vehicle** shall apply under PART I – LIABILITY of this policy only to the extent of the **owner's** liability for **bodily injury** or **property damage** arising out of the acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured vehicle** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **owner** of **your insured vehicle** shall apply under PART III – VEHICLE DAMAGE, to the extent of the **owner's** interest at the time of **loss**.

**Defined Terms Used in this Endorsement**

- (1) "**Non-owned recreational vehicle**" means a **recreational vehicle** not owned by **you** or a **relative**, other than a **recreational vehicle** being temporarily used as a substitute for a vehicle described in the Declarations because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.
- (2) "**Owner**" means a person, party or entity named on the title of **your insured vehicle**, other than **you** or a **relative**.

**We** will provide the **owner** of **your insured vehicle** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **owner** of **your insured vehicle** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT  
NON-OWNED MOTORCYCLE

Name of **Owner**:

It is agreed that coverage for the **owner** (designated above) of **your insured motorcycle** shall apply under PART I – LIABILITY of this policy only to the extent of the **owner's** liability for **bodily injury** or **property damage** arising out of the acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured motorcycle** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **owner** of **your insured motorcycle** shall apply under PART III – MOTORCYCLE DAMAGE, to the extent of the **owner's** interest at the time of **loss**.

**Defined Terms Used in this Endorsement**

- (1) "**Non-owned motorcycle**" means a **motorcycle** or **trailer** not owned by **you** or a **relative**, other than a **temporary substitute motorcycle**.
- (2) "**Owner**" means a person, party or entity named on the title of **your insured motorcycle**, other than **you** or a **relative**.

**We** will provide the **owner** of **your insured motorcycle** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **owner** of **your insured motorcycle** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT  
JOINT OWNERSHIP – RECREATIONAL VEHICLE

**Joint Owner:**

It is agreed that coverage for the **joint owner** (designated above) shall apply under PART I – LIABILITY of this policy only to the extent of the **joint owner's** liability for **bodily injury** or **property damage** arising out of the covered acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured vehicle** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **joint owner** with respect to **your insured vehicle** shall apply under PART III – VEHICLE DAMAGE, to the extent of the **joint owner's** interest at the time of **loss**.

As used in this endorsement, **joint owner** means a person other than **you** or a **relative** that is listed on the title of **your insured vehicle**.

**We** will provide the **joint owner** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **joint owner** of **your insured vehicle** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT  
JOINT OWNERSHIP – MOTORCYCLE

**Joint Owner:**

It is agreed that coverage for the **joint owner** (designated above) shall apply under PART I – LIABILITY of this policy only to the extent of the **joint owner's** liability for **bodily injury** or **property damage** arising out of the covered acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured motorcycle** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **joint owner** with respect to **your insured motorcycle** shall apply under PART III – MOTORCYCLE DAMAGE, to the extent of the **joint owner's** interest at the time of **loss**.

As used in this endorsement, **joint owner** means a person other than **you** or a **relative** that is listed on the title of **your insured motorcycle**.

**We** will provide the **joint owner** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **joint owner** of **your insured motorcycle** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY

ADDITIONAL INTEREST ENDORSEMENT  
NON-OWNED CAR

Name of **Owner**:

It is agreed that coverage for the **owner** (designated above) of **your insured car** shall apply under PART I – LIABILITY of this policy only to the extent of the **owner's** liability for **bodily injury** or **property damage** arising out of the acts or omissions of:

- (a) **you** or a **relative**; or
- (b) any other person using **your insured car** with **your** permission and within the scope of **your** permission.

It is further agreed that coverage for the **owner** of **your insured car** shall apply under PART III – CAR DAMAGE, to the extent of the **owner's** interest at the time of **loss**.

**Defined Terms Used in this Endorsement**

- (1) "**Non-owned car**" means a private passenger car or trailer not owned by **you** or a **relative**, other than a **temporary substitute car**.
- (2) "**Owner**" means a person, party or entity named on the title of **your insured car**, other than **you** or a **relative**.

**We** will provide the **owner** of **your insured car** the same advance notice of cancellation as is given **you**.

No coverage beyond that specified in this endorsement shall be available or apply to the **owner** of **your insured car** under this policy.

Nothing under this endorsement shall operate to multiply, expand or increase the limits of coverage under this policy.

All other terms and provisions of **your** policy remain unchanged.

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY  
AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**NAMED NON-OWNER COVERAGE**

It is agreed the policy and all applicable endorsements are amended as follows with respect to the individual(s) and coverages listed in the Declarations.

I. **POLICY AGREEMENT**, is deleted and replaced with the following:

**We** agree to insure **you** subject to the terms of this policy.

This agreement is based on **our** reliance upon:

- (1) the fact that the statements in the application, any change request, and the Declarations are **your** statements and are true. The contents of these documents are made a part of this policy by reference;
- (2) the policy containing all of the agreements between **you** and **us** or any of our representatives; and
- (3) **your** payment of the premiums for the coverages **you** chose as shown in the Declarations. If any premium payment made by check or other negotiable instrument is not honored by the bank, no insurance is provided.

Unless otherwise shown on the Declarations page, **your** statements are as follows:

- (1) **you**, nor any **relative** living with **you**, owns, in whole or in part, a car, **utility vehicle** or **utility trailer**.
- (2) neither **you** nor any member of **your** household has had a license to drive or vehicle registration suspended, revoked, or refused in the 36 months prior to the issuance of this policy.

II. **DEFINITIONS USED THROUGHOUT THIS POLICY** is amended as follows:

A. The definition of **your insured car** is deleted and replaced by the following:

**"Your insured car"** means any of the following types of vehicles on the date **you** become the owner:

- (a) a **private passenger car**; or
- (b) a pickup or van that has a gross vehicle weight of less than 10,000 lbs and is predominantly used for non-business purposes.

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.

III. **PART I – LIABILITY** is amended as follows:

A. **OUT-OF-STATE INSURANCE** is deleted and replaced by the following:

If **you** or a **relative** becomes subject to the financial responsibility law, compulsory insurance law, or similar laws of another state or Canada because the auto accident occurs in a state or province other than where **you** reside, **we** will interpret this policy to provide any broader coverage required by those laws.

Any broader coverage so afforded shall be reduced to the extent that other auto liability insurance applies. No person may, in any event, collect more than once for the same elements of loss.

IV. **PART IV – UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGES**, is amended as follows:

A. Under **ADDITIONAL DEFINITIONS USED IN COVERAGE J ONLY**, the following revisions are made:

1. Under the definition of **"Uninsured motor vehicle"** item (b) is deleted and replaced with the following:

- (b) insured by a liability bond or policy at the time of the accident which provides **bodily injury** liability limits less than the minimum **bodily injury** liability limits required by the financial responsibility law of the state in which **you** reside.

All other provisions of the policy apply.

Authorized Representative

# ARKANSAS AUTOMOBILE POLICY



**AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

American National Corporate Centre • 1949 E. Sunshine

Springfield, MO 65899-0001

417-887-0220

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## FAMILY AUTOMOBILE POLICY

### POLICY AGREEMENT

**We** agree to insure **you** subject to the terms of this policy.

This agreement is based on **our** reliance upon:

- (1) the fact that the statements in the application, any change request, and the Declarations are **your** statements and are true. The contents of these documents are made a part of this policy by reference;
- (2) the policy containing all of the agreements between **you** and **us** or any of **our** representatives; and
- (3) **your** payment of the premium for the coverages **you** chose as shown in the Declarations. If any premium payment made by check or other negotiable instrument is not honored by the bank, no insurance is provided.

Unless otherwise shown on the Declarations page, **your** statements are as follows:

- (1) **your insured car** is used only for pleasure or business use;
- (2) **you** are the only owner of **your insured car**; and
- (3) neither **you** nor any member of **your** household has had a license to drive or vehicle registration suspended, revoked, or refused in the past 36 months.

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### INSURED'S DUTIES IN CASE OF AN AUTO ACCIDENT OR LOSS

The following are duties **you** must perform. Failure to perform these duties may result in no coverage. These duties apply to every section of this policy.

- (1) Notify **us** promptly. The notice must give the time, place, and circumstances of the accident or loss, including the names and addresses of injured persons and witnesses.
- (2) Cooperate with **us** and help **us** in any matter concerning a claim or suit. No obligations shall be assumed, expenses incurred or voluntary payments made by an **insured person** except at that person's own cost. Do not enter into an agreement with or admit liability to anyone if **you** want to use this policy for coverage.
- (3) Send **us** promptly any legal papers received relating to a claim or suit.

- (4) Submit to physical examinations at **our** expense by doctors **we** choose as often as **we** may reasonably require. **We** will send a copy of the report to **you** at **your** written request.
- (5) Authorize **us** to obtain medical and other records. If the **insured person** is dead or unable to act, his or her legal representative shall authorize **us** to obtain this information.
- (6) Provide any written proofs of loss **we** require.
- (7) Let **us** record **your** statements and, at **our** option, submit to examinations under oath at times and places as often as **we** may reasonably require and sign copies of the examination. Also, produce employees, members of **your** household, or others for examination under oath to the extent it is within **your** power to do so.
- (8) Produce and authorize **us** to examine any records, receipts, and invoices, including financial records, needed to investigate the loss. Permit **us** to copy such documents.

In addition, a person or organization claiming coverage under PART III – CAR DAMAGE must:

- (1) Take reasonable steps after **loss** to protect the car and its equipment from further **loss**. **We** will pay reasonable expenses incurred in providing that protection. Further **loss** due to **your** failure to protect the car will not be covered.
- (2) Promptly report the theft of the car or its equipment to the police.
- (3) Allow **us** to inspect and appraise the damaged car before its repair or disposal.

An **insured person** claiming coverage under PART IV – UNINSURED MOTORIST must notify the police within 24 hours and **us** within 30 days of the accident if a **hit-and-run vehicle** is involved.

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### DEFINITIONS USED THROUGHOUT THIS POLICY

Some words or phrases in the policy have been defined below. Defined words or phrases are printed in bold type and have the following meanings, unless a different meaning is described in a particular coverage or endorsement.

- (1) "**You**" and "**your**" mean the Policyholder named in the Declarations and spouse, if living in the same household.
- (2) "**We**," "**us**" and "**our**" mean the Company providing this insurance.

- (3) "**Auto business**" means the business or occupation of selling, repairing, leasing, servicing, storing, transporting, or parking cars.
- (4) "**Bodily injury**" means **bodily injury** to a human being, and sickness, disease, or death which results from it.
- (5) "**Insured**" or "**insured person**" means the person, persons, or organization defined as an **insured person** in or with reference to a specific coverage.
- (6) "**Non-owned car**" means a car, **utility vehicle**, or **utility trailer** not owned by, in whole or in part, or furnished or available for the regular use of either **you**, **your** spouse, or a **relative**. It does not include a **temporary substitute car**.
- (7) "**Occupying**" means in, on, getting into, or out of.
- (8) "**Private passenger car**" means a four-wheel car of the private passenger or station wagon type solely designed to carry persons and their luggage.
- (9) "**Property damage**" means damage to tangible property, including loss of its use.
- (10) "**Punitive or exemplary damages**" means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.
- (11) "**Relative**" means a person living with **you** and related to **you** by blood, marriage, or adoption, including **your** ward or foster child, provided neither the relative nor the relative's spouse owns, in whole or in part, a car.
- (12) "**Temporary substitute car**" means a car or **utility trailer** not owned by **you** or a **relative** being temporarily used with the owner's permission as a substitute for **your insured car** because of its withdrawal from normal use due to its breakdown, repair, servicing, loss, or destruction.
- (13) "**Utility vehicle**" means a car used in a business or occupation other than farming or ranching, with a rated load capacity of 2,000 pounds or less of the pickup, van, or panel truck type.
- (14) "**Utility trailer**" means a vehicle designed to be towed by a **private passenger car** and includes a farm wagon or farm implement while towed by a **private passenger car** or **utility vehicle**. It does not mean a home, office, store, or display trailer.
- (15) "**Your insured car**" means:
- the car described in the Declarations for which a premium charge is shown;
  - a **temporary substitute car**;
  - a **utility trailer** owned by **you**;
  - a car **you** acquire during the policy period if it replaces a car described in the Declarations. **You** must notify **us** within 30 days of its acquisition and pay **us** any additional premium due;
- (e) a car **you** acquire during the policy period if it is an additional car and **we** insure all **private passenger cars** or **utility vehicles** owned by **you** on the date of **your** acquisition of the car. **You** must notify **us** during the policy period and within 30 days after the date of acquisition of **your** election to make this and no other policy issued by **us** applicable to the car and **you** must pay **us** any additional premium due.

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## PART I – LIABILITY

### COVERAGE A – BODILY INJURY AND COVERAGE B – PROPERTY DAMAGE

**We** will pay damages for which an **insured person** becomes legally liable because of **bodily injury** or **property damage** resulting from the ownership, maintenance, or use of **your insured car** or a **non-owned car**. This coverage applies to any **utility trailer** while attached to or towed by **your insured car** or a **non-owned car**.

**We** will defend any suit for damages payable under the terms of this policy. **We** will investigate and settle any claim or suit as **we** think appropriate. **We** will not defend or settle after **our** limit of liability has been paid or deposited in court.

### ADDITIONAL PAYMENTS

**We** will pay in addition to **our** limit of liability:

- all costs **we** incur in the settlement of a claim or defense of a suit;
- interest on damages awarded in a suit **we** defend accruing after judgment is entered and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of liability;
- to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our** limit of liability. On appeal bonds, **we** will pay that part of the premium that **our** applicable limit of liability bears to the amount of the bond; for example, if **our** applicable limit of liability is \$10,000 and the amount of the bond is \$100,000 **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- up to \$250 for an **insured person** for a bail bond required due to an accident related traffic law violation resulting in **bodily injury** or **property damage** covered by this Part. **We** have no duty to apply for or furnish a bond;

- (5) loss of earnings up to \$200 a day, but not other income, when **we** ask an **insured person** to help **us** investigate or defend any claim or suit;
- (6) expenses incurred by the **insured** for first aid to others at the time of the accident because of **bodily injury** covered by this Part; and
- (7) any other reasonable expenses incurred at **our** request.

#### ADDITIONAL DEFINITION USED IN PART I ONLY

As used in this Part, "**insured person**" means:

- (1) with respect to **your insured car**:
  - (a) **you** or a **relative**;
  - (b) a person using **your insured car** if its use is within the scope of **your** permission; and
  - (c) any other person or organization which does not own or hire **your insured car** but is liable for its use by an **insured person** under (1)(a) or (1)(b) above.
- (2) with respect to a **non-owned car**:
  - (a) **you** or a **relative**, provided the use is with the permission of the owner, and within the scope of such permission;
  - (b) any other person or organization which does not own or hire the **non-owned car** but is liable for its use by an **insured person** under (2)(a) above.

#### EXCLUSIONS

There is no coverage under PART I – LIABILITY:

- (1) while any vehicle is used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools;
- (2) for **bodily injury** or **property damage** for which a person is an **insured person** under a nuclear energy liability insurance policy. This exclusion applies even if the limits of that policy are exhausted;
- (3) for **bodily injury** to an employee of an **insured person** arising in the course of employment by an **insured person**. Coverage does apply to a domestic employee unless benefits are payable or are required to be provided for that employee under a workers' compensation law;
- (4) for **bodily injury** to a fellow employee of an **insured person** injured while on the job if the injury arises out of the use of a vehicle by another employee in the employer's business. This exclusion does not apply to **your** liability for such injury;

- (5) while **your insured car** is used by any person while employed or engaged in any way in an **auto business**. Coverage does apply for **you**, a **relative**, or any partner or employee of **you** or a **relative**, with respect to the operation of **your insured car** in the **auto business**;
- (6) while a **non-owned car** is used:
  - (a) in an **auto business**;
  - (b) in any other business or occupation of an **insured person**. This coverage does apply to a **private passenger car** covered under this policy while operated or occupied by **you** or **your** domestic employee;
- (7) for **property damage** to property rented to, or in charge of an **insured person**. Coverage does apply to:
  - (a) a residence or private garage; or
  - (b) a car:
    - (i) operated by an **insured person**; and
    - (ii) owned by a person or organization engaged in the business of selling, repairing, or servicing motor vehicles; and
    - (iii) loaned to an **insured person** for demonstration purposes or as a replacement vehicle while **your insured car** is out of use because of breakdown, repair, or servicing;
- (8) for **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a motorized vehicle with less than four wheels, or any motorized recreational all-terrain vehicle regardless of the number of wheels;
- (9) for **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you** or any member of **your** family living with **you**;
- (10) for **bodily injury** to any **insured person** or any member of **your** family living with **you**;
- (11) for **bodily injury** or **property damage** for which the United States might be liable for an **insured person's** use of any vehicle;
- (12) for **bodily injury** or **property damage** caused by an intentional act of, or at the direction of, an **insured person** even if the actual injury or damage is different than that which was expected or intended;
- (13) for **punitive or exemplary damages**;
- (14) for liability assumed by an **insured person** under any contract or agreement;
- (15) when a **utility trailer** is used with a vehicle owned or rented by an **insured person** which is not covered under this Part; or

(16) while any insured vehicle is rented, leased, or subleased or under any purchase agreement or conditional sale to others;

### CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof under a state financial responsibility law, it will comply with that law to the extent of the coverage and limits of liability required by that law.

### OUT-OF-STATE INSURANCE

If an **insured person** becomes subject to the financial responsibility law, compulsory insurance law, or similar laws of another state or Canada because of the ownership, maintenance, or use of **your insured car** in that state, **we** will interpret this policy to provide any broader coverage required by those laws. Any broader coverage so afforded shall be reduced to the extent that other auto liability insurance applies. No person may, in any event, collect more than once for the same elements of loss.

### LIMITS OF LIABILITY

The limits of liability shown in the Declarations apply subject to the following:

- (1) the **bodily injury** liability limit for "each person" is the maximum **we** will pay as damages for **bodily injury** to one person in one occurrence, including damages for care and loss of services or consortium;
- (2) subject to the **bodily injury** liability limit for "each person," the **bodily injury** liability limit for "each occurrence" is the maximum **we** will pay as damages for **bodily injury** to two or more persons in one occurrence including damages for care and loss of services or consortium; and
- (3) the **property damage** liability limit for "each occurrence" is the maximum **we** will pay for all damages to property in one occurrence.

All **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**We** will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies, or vehicles involved in the occurrence. **Your insured car** or a **non-owned car** and attached trailer are one vehicle. Therefore, the limits are not increased.

Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under the Personal Injury

Protection, Uninsured Motorist Coverage, and/or Underinsured Motorist Coverage of this policy.

### SEPARATE APPLICATION OF THIS INSURANCE

This insurance applies separately to each **insured person** against whom a claim is made or suit is brought, except with respect to the limits of **our** liability.

### OTHER INSURANCE

If there is other applicable auto liability insurance on a loss covered by this Part, **we** will pay **our** proportionate share as **our** limits of liability bear to the total of all applicable liability limits. Insurance afforded under this Part for a **temporary substitute car** will be considered primary. Insurance afforded under this Part for a **non-owned car** is excess over any other collectible auto liability insurance.

There is no coverage under this Part for a car **you** acquire during the policy period if there is other vehicle liability coverage on the newly acquired car.

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## PART II – PERSONAL INJURY PROTECTION COVERAGE

### SECTION I

#### AUTOMOBILE MEDICAL PAYMENTS COVERAGE

**We** will pay benefits for **medical expense** with respect to **bodily injury** sustained by an **eligible injured person** caused by accident resulting from the maintenance or use of a **motor vehicle** as a motor vehicle.

### EXCLUSIONS

This coverage does not apply to **bodily injury**:

- (a) sustained by any person to the extent that benefits for the injury are paid or payable under any workers' compensation law, employer's disability law or any similar law;
- (b) sustained by **you** while **occupying** any **motor vehicle** owned by **you** or furnished or available for **your** regular use and which is not an **insured motor vehicle**;
- (c) sustained by a **relative** while **occupying** any **motor vehicle** owned by or furnished or available for the regular use of either **you** or the **relative** and which is not an **insured motor vehicle**;

- (d) sustained by any person other than **you** or a **relative** while **occupying** a **motor vehicle** owned by or furnished or available for the regular use of either **you** or a **relative** and which is not an **insured motor vehicle**;
- (e) sustained by any person while **occupying** the **insured motor vehicle** while used as a public livery conveyance unless the use is stated in the Declarations;
- (f) sustained by any person other than **you** or a **relative** while **occupying any motor vehicle** other than the **insured motor vehicle** while used as a public or livery conveyance;
- (g) sustained by any person other than **you** or a **relative**;
  - (1) while **occupying any motor vehicle** other than the **insured motor vehicle** while employed or otherwise engaged in the business or occupation of selling, repairing, servicing, storing or parking **motor vehicles**; or
  - (2) arising out of the maintenance or use of any **motor vehicle** other than the **insured motor vehicle** or a motorcycle by such person while employed or engaged in any other business or occupation unless the **bodily injury** results from the operation or occupancy of a **private passenger motor vehicle** by **you** or by **your** private chauffeur or domestic servant, or of a **utility trailer** used with that car or with the **insured motor vehicle**;
- (h) sustained by any person while operating the **insured motor vehicle** without **your** expressed or implied consent or while not in lawful possession of the **insured motor vehicle**;
- (i) sustained by any person while **occupying a motor vehicle** other than the **insured motor vehicle** unless such person has or reasonably believes has permission of the owner to use the **motor vehicle**;
- (j) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of these;
- (k) resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- (l) sustained by any person while occupying a motorized vehicle with less than four wheels, or a motorized recreational all-terrain vehicle regardless of the number of wheels.

## DEFINITIONS

The policy definitions of "**we**," "**us**," "**our**," "**you**," "**your**," "**bodily injury**," "**occupying**," "**relative**" and "**utility trailer**" and the following definitions apply to this coverage:

"**eligible injured person**" means:

- (a) **you** and any **relative** who sustains **bodily injury**, while **occupying** or, while a **pedestrian**, through being struck by a **motor vehicle**;
- (b) any other person who sustains **bodily injury**:
  - (1) while **occupying** or, while a **pedestrian**, through being struck by the **insured motor vehicle**; or
  - (2) while **occupying a motor vehicle** other than the **insured motor vehicle**, if the **bodily injury** results from:
    - (i) its use by **you** or its operation on **your** behalf by **your** private chauffeur or domestic servant; or
    - (ii) its use by a **relative**, provided it is a **private passenger motor vehicle** or **utility trailer**.

"**insured motor vehicle**" means a **motor vehicle** designated in the Declarations or elsewhere in the policy as an **insured motor vehicle** to which this coverage applies and includes:

- (a) a **motor vehicle** not owned by **you** while temporarily used as a substitute for an **insured motor vehicle** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; and
- (b) a **utility trailer** designed for use with a **private passenger car** if not being used for business purposes with another type trailer.

"**medical expenses**" means all reasonable and necessary expenses incurred within two years from the date of accident for medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses and for any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semiprivate room, unless more intensive care is medically required.

"**motor vehicle**" means a land motor vehicle or trailer which includes a semitrailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads; (2) a vehicle operated upon rails or crawler treads, or (3) a vehicle located for use as a residence or premises.

"**pedestrian**" means any person who is not **occupying** a vehicle other than a motorcycle or a vehicle operated by human or animal power.

## LIMIT OF LIABILITY

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the limit of liability for automobile medical payments insurance stated in the Declarations as applicable to "each person" is the limit of **our** liability for all expenses incurred by or on behalf of each person who sustains **bodily injury** as a result of one **motor vehicle** accident; provided, however, with a respect to **bodily injury** sustained by a **pedestrian** (other than **you** or a **relative**) through being struck by the **insured motor vehicle**, the limit of **our** liability shall be the amount stated in the Declarations, or \$5,000, whichever is less.

## SECTION II

### WORK LOSS COVERAGE

We will pay benefits for **work loss** with respect to **bodily injury** sustained by an **eligible injured person** caused by accident resulting from the maintenance or use of a **motor vehicle** as a motor vehicle.

### EXCLUSIONS

Exclusions (a), (h), (j), and (k) under Section I apply to Section II and the coverage under Section II does not apply to **bodily injury**:

- (a) sustained by **you** while **occupying any private passenger motor vehicle** owned by **you** or furnished or available for **your** regular use and which is not an **insured motor vehicle**;
- (b) sustained by a **relative** while **occupying a private passenger motor vehicle** owned by or furnished or available for the regular use of either **you** or the **relative** and which is not an **insured motor vehicle**;
- (c) sustained by a **relative**, if the **relative** is entitled, as a named insured under any other motor vehicle insurance policy, to similar coverage which provides benefits equal to or greater than that prescribed by Arkansas House Bill 158, Arkansas Laws 1973;

- (d) sustained by a person other than **you** or a **relative** if that person is entitled, as a named insured or **relative** under any other motor vehicle insurance policy, to similar coverage which provides benefits equal to or greater than that prescribed by Arkansas House Bill 158, Arkansas Laws 1973.

## DEFINITIONS

The definitions under Section I except the definitions of "**eligible injured person**" and "**insured motor vehicle**" apply to Section II and under Section II:

"**eligible injured person**" means:

- (a) **you** and a **relative** who sustains **bodily injury** while **occupying** or, while a **pedestrian**, through being struck by any **motor vehicle**.
- (b) any other person who sustains **bodily injury** while **occupying** or, while a **pedestrian**, through being struck by the **insured motor vehicle**.

"**insured motor vehicle**" means a **private passenger motor vehicle** which is designated in the Declarations of this policy as an **insured motor vehicle** to which this coverage applies and includes:

- (a) a **private passenger motor vehicle** not owned by **you** while temporarily used as a substitute for an **insured motor vehicle** owned by **you** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (b) a **utility trailer** designed for use with a **private passenger car** if not being used for business purposes with another type vehicle;

"**private passenger motor vehicle**" means a motor vehicle which is one of the following types:

- (a) a private passenger car;
- (b) a pickup or panel truck or van not customarily used for occupational, professional or business purposes other than farming or ranching; or
- (c) a motorcycle; but

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

"work loss" means:

- (a) with respect to an income earner, loss of income from work the **eligible injured person** would have earned had that person not sustained **bodily injury**; or
- (b) with respect to a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the **eligible injured person** would have performed, not for income but for the benefit of that person or the family of that person had that person not sustained **bodily injury**

incurred during a period commencing eight days after the date of the accident and not to exceed 52 weeks. However, "work loss" does not include any loss or expense after the death of an **eligible injured person**.

### LIMIT OF LIABILITY

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the limit of **our** liability of **work loss** is limits as follows:

1. with respect to an income earner, 70% of loss of gross income per week not to exceed \$140 per week;
2. with respect to a non-income earner, a sum not to exceed \$70 per week or pro rata for a lesser period.

### SECTION III

#### ACCIDENTAL DEATH BENEFIT

We will pay \$5,000 per **eligible injured person** in the event of the death of an **eligible injured person** which shall result directly and independently of all other causes from **bodily injury** caused by accident and arising out of the maintenance or use of a **motor vehicle** as **motor vehicle**, if the death occurs within one year from the date of accident.

#### EXCLUSIONS

Exclusions (h), (j), and (k) under Section I and all exclusions under Section II apply to Section III.

#### DEFINITIONS

The definitions under Section I, except the definitions of "**eligible injured person**" and "**insured motor vehicle**" and all the definitions under Section II, apply to Section III.

### CONDITIONS

Conditions A and B apply to all Sections. The remaining conditions apply to the Sections noted.

#### A. NOTICE

In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information with respect to the time, place and circumstances of the accident, and the names and addresses of the **eligible injured person** and of available witnesses, shall be given by or on behalf of each **eligible injured person** to **us** or any of **our** authorized agents as soon as practicable.

If any **eligible injured person**, the survivor of that person or the legal representative of either shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort for the injury, a copy of the summons and complaint or other process served in connection with the legal action shall be forwarded as soon as practicable to **us** by the **eligible injured person**, survivor or legal representative.

#### B. MEDICAL REPORTS; PROOF OF CLAIM

As soon as practicable the **eligible injured person** or someone on behalf of that person shall give **us** written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist **us** in determining the amount due and payable.

The **eligible injured person** shall submit to physical and mental examinations by physicians selected by **us** when and as often as **we** may reasonably require and that person, or in the event of the incapacity of that person, the legal representative of that person, or in the event of death the legal representative or survivor of that person shall, after each request from **us**, execute authorization to enable **us** to obtain medical reports and copies of records.

If requested by **us** the **eligible injured person**, someone on behalf of that person or the employer of that person shall furnish a sworn statement of earnings by the **eligible injured person** since the date of the accident and for a reasonable time prior to the accident.

C. **PAYMENT OF BENEFITS – SECTION I AND II**

We may pay the **eligible injured person** or person or organization rendering the services and the payment shall reduce the amount payable under this endorsement for the injury.

D. **REIMBURSEMENT AND TRUST AGREEMENT – SECTIONS I AND II**

In the event of any payment of benefits with respect to **bodily injury** sustained by an **eligible injured person** under this insurance:

- (1) **we** shall be entitled to the extent of the payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of that person against any person or organization legally responsible for the **bodily injury** because of which the payment is made, and **we** shall have a lien to the extent of the payment, notice of which may be given to the person or organization causing the **bodily injury**, the agent of that person, the insurer of the person, or a court having jurisdiction in the matter;
- (2) that person shall hold in trust for **our** benefit all rights of recovery which that person shall have against the other person or organization because of the **bodily injury**;
- (3) that person shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights;
- (4) that person shall execute and deliver to **us** instruments and papers as may be appropriate to secure the rights and obligations of that person and **us** established by this provision.

**Our** rights as stated in this provision shall apply only after the person has been fully compensated for all damages which that person was legally entitled to recover.

E. **SUBROGATION – SECTIONS I AND II**

In the event of any payment of benefits with respect to **bodily injury** sustained by an **eligible injured person** under this insurance, **we** shall be subrogated, to the extent of the payment, to all the person's rights of recovery against any person or organization and that person shall execute and deliver instruments and papers and do whatever else is necessary to secure those rights. That person shall do nothing after loss to prejudice those rights.

**Our** rights as stated in this provision shall apply only after the person has been fully

compensated for all damages which that person was legally entitled to recover.

F. **OTHER INSURANCE – SECTION I**

With respect to **bodily injury** sustained by a **relative**, if the **relative** is entitled to coverage for **medical expenses** or any similar coverages as a named insured under the terms of any other motor vehicle insurance policy affording direct benefits without regard to fault, this insurance shall apply only as excess insurance over such similar coverage paid or payable to the **relative** under the other policy.

With respect to **bodily injury** sustained by a person other than **you** or a **relative**, if that person is entitled to coverage for **medical expenses** or any similar coverages as named insured or **relative** under the terms of any other motor vehicle insurance policy affording direct benefits without regard to fault, this insurance shall apply only as excess insurance over the similar coverage paid or payable to that person under that other policy.

Except as provided in the foregoing paragraphs, if the **eligible injured person** is entitled to coverage for **medical expenses** under the terms of this or any other motor vehicle insurance policy against a loss covered under Section I, **we** shall not be liable under this policy for a greater proportion of the loss than the applicable limit of liability of this insurance bears to the total applicable limit of all the motor vehicle insurance.

No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this or any similar insurance.

G. **OTHER INSURANCE – SECTIONS II AND III**

With respect to **bodily injury** sustained by a person other than **you** or a **relative**, the coverage under Sections II and III shall apply only as excess insurance over any other similar insurance available to that person under the terms of any other motor vehicle insurance policy, and this coverage shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of that other insurance.

If an **eligible injured person**, who is **you** or a **relative** has other similar insurance available under the terms of this or any other motor vehicle insurance policy, the maximum recovery under all insurance shall not exceed the amount which would have been payable under the provisions of the insurance

providing the highest dollar limit, and **we** shall not be liable for a greater proportion of any loss to which Sections II and III apply than the limit of liability under this coverage bears to the sum of the applicable limits of liability of this insurance and the other insurance.

#### SECTION IV – MODIFICATION OF POLICY COVERAGES

In consideration of the insurance afforded under Section I of this coverage:

- (a) any amount payable under the Uninsured Motorist Coverage shall be applied in reduction of the amount of any **medical expense** benefits which are paid or payable under this or any other motor vehicle insurance policy because of **bodily injury** to an **eligible injured person**;
- (b) any auto medical payments or auto medical expense insurance afforded under the policy with respect to an **insured motor vehicle** which is registered or principally garaged in Arkansas is replaced by the insurance afforded under Section I of this coverage.

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### PART III – CAR DAMAGE

#### COVERAGE D – COMPREHENSIVE

**We** will pay for **loss** to **your insured car**, except **loss** caused by collision or upset, less any applicable deductibles. **Loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, impact with a bird or animal, or breakage of glass is payable under this coverage.

#### COVERAGE E – COLLISION

**We** will pay for **loss** to **your insured car** caused by collision between it and another object or its upset, less any applicable deductibles.

The first \$200 of the deductible amount will not apply to **loss** caused by a collision of **your insured car** with a **non-owned car** insured by **us**.

#### ADDITIONAL RESTRICTION APPLYING TO COVERAGE E – COLLISION ONLY

**We** will not pay for **loss** to **your insured car** caused by collision if the operator of **your insured car** is a licensed driver who resides with **you** and is not listed on the Declarations as a driver. This restriction shall not apply if **you** notify **us** within 90

days after the date the driver becomes licensed or begins living with **you**.

This restriction shall not apply to the interests of the lessor or lienholder shown on the Declarations.

#### COVERAGE I – TOWING AND LABOR COSTS OR WINDSHIELD REPAIR

**We** agree to pay up to the amount shown in the Declarations for:

- (1) towing and labor costs incurred each time **your insured car** is disabled; or
- (2) windshield repairs which do not require replacement of the glass.

The labor for towing and labor costs must be performed at the place of disablement. The towing of **your insured car** when it is disabled must be to the nearest location where the required repairs can be made.

#### ADDITIONAL PAYMENTS

- (1) **We** will reimburse **you** for transportation costs if **your insured car** covered by PART III – CAR DAMAGE is stolen. Transportation costs shall not exceed \$25 per day. The payment period begins 48 hours after **you** tell **us** of the theft and notify the police. The period ends when:
  - (a) **we** offer to pay for the **loss**;
  - (b) **your insured car** is returned to use; or
  - (c) **we** have paid \$750, whichever occurs first.
- (2) **We** will pay up to \$100 for **loss** caused by fire, lightning, or theft to clothes and other personal effects owned by **you** or a **relative**. Such items must be in or upon **your insured car**, and COVERAGE D – COMPREHENSIVE must be carried on **your insured car**. If **loss** is due to theft, **your** entire car must be stolen. The most **we** will pay in any one occurrence is \$100 even though more than one person has a **loss** or even if more than one item is stolen. This coverage is excess over any other coverage.

#### COVERAGE FOR NON-OWNED CARS

The coverages in this section that **you** have on **your insured car** extend to a **loss** to a **non-owned car** while it is driven by or in the custody of an **insured person**.

## ADDITIONAL DEFINITIONS USED IN PART III ONLY

As used in this Part:

- (1) "**Actual cash value**" means the amount, including labor, which it would cost to repair or replace covered property with material of like kind and quality, less allowance for physical deterioration, depreciation, and betterment. **Actual cash value** may also be determined by the market value, age and condition at the time the **loss** occurred. Any deductible amount that applies is then subtracted.
- (2) "**Insured person**" means:
  - (a) with respect to **your insured car**:
    - (i) **you** or a **relative**; and
    - (ii) a person or organization using **your insured car** if its use is within the scope of **your** permission.
  - (b) with respect to a **non-owned car**:
    - (i) **you** or a **relative**, provided the use is with the permission of the owner, and within the scope of such permission.
- (3) "**Loss**" means direct and accidental loss of or damage to **your insured car**, including its permanently installed equipment.
- (4) "**Your insured car**" shall also include any other car or **utility trailer** not owned by or furnished or available for the regular use of **you** or a **relative**.

## EXCLUSIONS

**We** do not cover **loss**:

- (1) to any vehicle when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools;
- (2) caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these;
- (3) to tapes, discs, or similar items used with sound recording or reproducing equipment;
- (4) to sound or video receiving or transmitting equipment including that designed for use as citizens band radios, two-way mobile radios, scanning monitor receivers, telephones, television sets, or their accessories or antennas. Coverage does apply for that equipment when permanently installed in **your insured car**;
- (5) to equipment designed or used for the detection or location of radar;

- (6) to a camper body or **utility trailer** owned by **you** or a **relative** and not described in the Declarations. Coverage does apply to a camper body or **utility trailer you** acquire during the policy period if **you** ask **us** to insure within 30 days after **you** become the owner;
- (7) to equipment designed to provide additional living facilities. This exclusion does not apply to **utility trailers**;
- (8) due and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless the **loss** is caused by theft covered by this policy;
- (9) to tires unless caused by theft, fire, or vandalism or unless other **loss** covered by this Part happens at the same time;
- (10) to a **non-owned car** when used in an **auto business**;
- (11) to **your insured car** due to conversion, embezzlement or secretion by any person in possession of the car;
- (12) to any vehicle due to taking by any governmental authority;
- (13) to any insured vehicle which is rented, leased, or subleased or under any purchase agreement or conditional sale to others;
- (14) caused intentionally by or at the direction of any **insured person** even if the actual injury or damage is different than that which was expected or intended; or
- (15) to any custom furnishing or equipment in or upon any pickup, panel truck or van. Custom furnishings or equipment include but are not limited to:
  - (a) special carpeting and insulation, furniture or bars;
  - (b) height-extending roofs; or
  - (c) custom murals, paintings or other decals or graphics.

This exclusion does not apply if the value of the custom furnishings or equipment has been reported to **us** prior to a **loss** and included in the premium for this coverage; or

- (16) to **your insured car** in or in preparation for any race, speed contest, or any other contest, exhibition or demonstration of speed or power.

## LIMITS OF LIABILITY

The limit of **our** liability for **loss** to property or any part shall not exceed:

- (1) the lesser of:
  - (a) the **actual cash value** of the stolen or damaged property; or
  - (b) the amount necessary to repair or replace the property; or

- (2) \$500 for a **utility trailer** not owned by **you** or a **relative**.

The cost of repair or replacement is based upon one of the following:

- (1) the cost of repair or replacement agreed upon by **you** and **us**;
- (2) a competitive bid approved by **us**; or
- (3) 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 prevailing competitive price. **We** will include in the estimate parts sufficient to restore the vehicle to its preloss condition. **You** agree with **us** that such parts may include either parts furnished by the vehicle's manufacturer or parts from other sources including nonoriginal equipment manufacturers.

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.

Any deductible amount that applies is then subtracted.

#### LOSS SETTLEMENT

We may pay the **loss** in money or repair or replace damaged or stolen property. If the repair or replacement results in better than like kind and quality, **you** must pay for the amount of betterment. **We** may, at any time before the **loss** is paid or the property is replaced, return at **our** expense, any stolen property either to **you** or to the address shown in the Declarations, with payment for any covered damage. **We** may keep all or part of the property at the agreed or appraised value, but there will be no abandonment to **us**.

#### APPRAISAL

**You** or **we** may request appraisal of the **loss**. Each will appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the **actual cash value** and the amount of **loss**. An award in writing by any two will determine the amount payable.

It is agreed that the appraisal is voluntary and nonbinding for both parties.

#### NO BENEFITS TO BAILEE

This insurance shall not in any way benefit any person or organization caring for or handling property for a fee.

#### OTHER INSURANCE

If there is other applicable similar insurance on a **loss** covered by this Part, **we** will pay **our** proportionate share as **our** limits of liability bear to the total limits of all applicable similar insurance. Insurance afforded under this Part for a **temporary substitute car** will be considered primary. Insurance afforded under this Part for a **non-owned car** is excess over any other applicable similar insurance. However, **we** will pay the difference between the deductibles if **your** deductible is smaller.

There is no coverage under this part for a car **you** acquire during the policy period if there is other car damage coverage on the newly acquired car.

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## PART IV – UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGES

#### COVERAGE J – UNINSURED MOTORIST COVERAGE

**We** will pay damages for **bodily injury** and **property damage** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by accident and result from the ownership, maintenance, or use of the vehicle. Uninsured Motorist Property Damage Coverage is subject to a \$200 Deductible.

The deductible of \$200 on Uninsured Motorist Property Damage Coverage shall not apply if:

- (1) the vehicle involved in the accident is insured by the same insurer for both Collision and Uninsured Motorist Property Damage Coverages; and
- (2) the operator of the other vehicle has been positively identified and is solely at fault.

Determination whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between that person and **us**.

If suit is brought to determine legal liability or damages without **our** written consent, **we** are not bound by the resulting judgment.

#### **ADDITIONAL DEFINITIONS USED IN COVERAGE J ONLY**

As used in this Part:

- (1) **"Insured person"** means:
  - (a) **you** or a **relative**;
  - (b) any other person while **occupying your insured car** if such use is within the scope of **your** permission; and
  - (c) **you** or a **relative** while **occupying a non-owned car**, provided **you** are driving the **non-owned car** and the use is with the permission of the owner and within the scope of such permission.
- (2) **"Motor vehicle"** means a land motor vehicle or a trailer but does not mean a vehicle or a trailer but does not mean a vehicle:
  - (a) operated on rails or crawler-treads;
  - (b) which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads; or
  - (c) located for use as a residence or premises.
- (3) **"Property damage"** means damage to **your insured car**, including a reasonable allowance for loss of its use.
- (4) **"Uninsured motor vehicle"** means a **motor vehicle**, the ownership, maintenance or use of which is:
  - (a) not insured by a **bodily injury** liability bond or policy at the time of the accident;
  - (b) insured by a liability bond or policy at the time of the accident which provides **bodily injury** liability limits less than the minimum **bodily injury** liability limits required by the financial responsibility law of the state in which **your insured car** is principally garaged;
  - (c) a hit-and-run vehicle whose operator or owner is unknown and which strikes:
    - (i) **you** or a **relative**;
    - (ii) a vehicle which **you** or a **relative** are **occupying**; or
    - (iii) **your insured car**; or

- (d) insured by a **bodily injury** liability bond or policy at the time of the accident but the insurer;
  - (i) denies coverage; or
  - (ii) is or becomes insolvent and there is no coverage available from any state, provincial, or association guaranty fund.

**"Uninsured motor vehicle"** does not mean a **motor vehicle**:

- (a) insured under the liability coverage of this policy;
- (b) owned by or furnished or available for the regular use of **you** or a **relative**;
- (c) owned or operated by a self-insurer as contemplated by a financial responsibility law, motor carrier law, or similar law; or
- (d) owned by a governmental unit or agency.

#### **EXCLUSIONS USED IN COVERAGE J ONLY**

There is no coverage under COVERAGE J – UNINSURED MOTORIST:

- (1) for **bodily injury** to an **insured person** while **occupying**, or when struck by, a **motor vehicle** owned by **you** or a **relative** for which insurance is not afforded under this Part;
- (2) if any **insured person** or the legal representative of any **insured person** makes a settlement without **our** written consent;
- (3) while **occupying your insured car** while it is used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools;
- (4) for **punitive or exemplary damages**;
- (5) to the extent it benefits:
  - (a) any insurer or self-insurer under any workers' compensation law, disability benefits law or similar law; or
  - (b) any governmental body or agency.

#### **LIMITS OF LIABILITY USED IN COVERAGE J ONLY**

The limits of liability shown in the Declarations apply, subject to the following:

- (1) the limit of "each person" is the maximum **we** will pay as damages for **bodily injury** to one person in one accident, including damages for care and loss of services or consortium;
- (2) subject to the limit for "each person," the limit for "each accident" is the maximum **we** will pay as damages for **bodily injury** to two or more persons in one accident, including damages for care and loss of services or consortium;

- (3) the **property damage** liability limit for "each accident" is the maximum **we** will pay for damage to property in one accident.

**We** will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies, or vehicles involved in the accident.

Amounts payable will be reduced by:

- (1) a payment made by the owner or operator of the **uninsured motor vehicle** or organization which may be legally liable; and
- (2) a payment under the Liability Coverage, Work Loss Coverage or Accidental Death Benefit Coverage of this policy; and
- (3) a payment made or amount payable because of the **bodily injury** under any workers' compensation law, disability benefits law or similar law.

#### **OTHER INSURANCE USED IN COVERAGE J ONLY**

- (1) If the **insured person** sustains **bodily injury** as a pedestrian or while occupying a **temporary substitute car** or **non-owned car**, this coverage applies as excess over any other **uninsured motor vehicle** coverage.
- (2) If there is other similar insurance on a loss covered by this Part, **we** will pay **our** proportion of the loss as **our** limit of liability bears to the total limits of all applicable similar insurance. Insurance afforded under this Part for a **temporary substitute car** will be considered primary. Insurance afforded under this part for a **non-owned car** is excess over any other collectible auto liability insurance.

#### **COVERAGE UIM – UNDERINSURED MOTORIST COVERAGE**

**We** will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle**. **Bodily Injury** must be caused by accident and must arise out of the ownership, maintenance, or use of the **underinsured motor vehicle**.

**We** will pay under this coverage only after the limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements.

#### **ADDITIONAL DEFINITIONS USED IN COVERAGE UIM ONLY**

As used in this Part:

- (1) "**Insured person**" means:
  - (a) **you** or a **relative**;
  - (b) any other person while **occupying your insured car**; or
  - (c) any person for damages that person is entitled to recover because of **bodily injury** to **you**, a **relative**, or another occupant of **your insured car**.

However, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission.

- (2) "**Motor vehicle**" means a land **motor vehicle** or a trailer but does not mean a vehicle:
  - (a) operated on rails or crawler-treads;
  - (b) which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads; or
  - (c) located for use as a residence or premises.

- (3) "**Underinsured motor vehicle**" means a land **motor vehicle** for which there is a **bodily injury** liability policy or bond applicable at the time of the **accident** and the amount of insurance or bond is less than the amount of damages incurred by the insured.

#### **EXCLUSIONS USED IN COVERAGE UIM ONLY**

This coverage does not apply to:

- (1) **bodily injury** sustained by a person while **occupying a motor vehicle** owned by **you** or a **relative** for which insurance is not afforded under this Part, or through being struck by the motor vehicle;
- (2) **bodily injury** sustained by a person if that person or the legal representative of that person makes a settlement without **our** written consent;
- (3) **bodily injury** sustained by a person while **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools; or
- (4) **punitive** or exemplary damages.

This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits law, or any similar law.

## LIMITS OF LIABILITY USED IN COVERAGE UIM ONLY

The limits of liability shown in the Declarations apply, subject to the following:

- (1) The limit of "each person" is the maximum for **bodily injury** sustained by one person in any one accident.
- (2) Subject to the limit for "each person," the limit for "each accident" is the maximum for **bodily injury** sustained by two or more persons in any one accident.

**We** will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants or policies, or vehicles involved in the accident.

Any amounts payable will be reduced by:

- (1) any payment made by the owner or operator of the **underinsured motor vehicle** or organization which may be legally liable;
- (2) any payment made under the Liability Coverage, Personal Injury Protection Coverage, or Uninsured Motorist Coverage of this policy; and
- (3) any payment made or amount payable because of the **bodily injury** under any workers' compensation law, disability benefits law, or similar law.

## OTHER INSURANCE USED IN COVERAGE UIM ONLY

If there is other applicable similar insurance on a loss covered by this Part, **we** will pay only that proportion of the loss that **our** limit of liability bears to the total limits of all applicable similar insurance. Insurance afforded under this Part for a **temporary substitute car** will be considered primary. Insurance afforded under this part for a **non-owned car** is excess over any other collectible auto liability insurance.

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## PART V – GENERAL CONDITIONS

### 1. TERRITORY, POLICY PERIOD

This policy applies only to accidents occurrences and losses within the United States, its territories or possessions, or Canada, or between their ports, during the policy period shown in the Declarations. The policy period is shown under "Policy Term" in the Declarations and is for successive periods of six months each for which the renewal

premium is paid. Payments must be made on or before the end of the current policy period. The policy period begins and ends at 12:01 a.m. Standard Time at the address shown in the Declarations.

### 2. PREMIUM

The premium for this policy is computed in accordance with **our** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded.

### 3. CONCEALMENT OR FRAUD

If **you** or any other **insured** under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss, then this policy is void as to **you** and any other **insured**.

### 4. CHANGES

This policy and the Declarations include all the agreements between **you** and **us** or any of **our** agents relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by **us**. If a premium adjustment is necessary **we** will make the adjustment as of the effective date of the change. When **we** broaden **your** coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in **your** state.

### 5. TWO OR MORE CARS INSURED

With respect to an accident or occurrence to which this and any other auto policy **we** issue to **you** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

### 6. SUIT AGAINST US

**We** may not be sued unless there is full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an **insured person** to pay is finally determined either by judgment against that person after actual trial, and appeal if any, or by written agreement between the **insured person**, the claimant, and **us**. No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.

## 7. OUR RECOVERY RIGHTS

In the event of a payment under Coverages A, B, D, E, J, or K of this policy, or under any other coverage where permitted by applicable law, **we** are entitled to all the rights of recovery that the person or organization to whom payment was made has against another. That person or organization must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after loss to harm **our** rights.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimbursed to **us** to the extent of **our** payment.

**We** are to be repaid **our** payments, costs and fees of collection out of any recovery.

**Our** rights as stated in this provision shall apply only after the person has been fully compensated for all damages which that person was legally entitled to recover.

## 8. ASSIGNMENT

Interest in this policy may not be assigned without **our** written consent. If **you** die, the policy will cover:

- (1) the surviving spouse if living with **you** at the time of death;
- (2) any person having proper custody of **your insured car** until a legal representative is appointed; and
- (3) the legal representative while acting within the scope of duties of a legal representative.

## 9. BANKRUPTCY

Bankruptcy or insolvency of an **insured person** or of the estate of an **insured person** shall not relieve us of **our** obligations.

## 10. CANCELLATION OR NONRENEWAL OF THIS POLICY

**You** may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

**We** may cancel by mailing notice of cancellation to **you** at the address shown in the Declarations or by delivering the notice:

- (1) not less than 10 days prior to the effective date of cancellation for nonpayment of premium; or
- (2) not less than 20 days prior to the effective date of cancellation for any other circumstance.

If this policy has been in effect for 60 days or is a continuation or renewal policy, **we** may cancel only for those reasons allowed by law.

**We** will mail to **you** at the address shown in the Declarations or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period, if **we** decide not to renew or continue this policy.

This policy will automatically terminate at the end of the policy period if **you** or **your** representative do not accept **our** offer to renew or continue it. **Your** failure to pay the required continuation or renewal premium means that **you** have declined **our** offer.

If other insurance is obtained by **you** on **your insured car**, similar insurance afforded under this policy for that car will cease on the effective date of the other insurance.

If different requirements for cancellation and nonrenewal or termination of policies are applicable because of the laws of **your** state, **we** will comply with those requirements.

Proof of mailing a notice is proof of notice.

Upon cancellation **you** may be entitled to a premium refund; if so, **we** will send it to **you** but **our** making or offer of a refund is not a condition of cancellation. The refund will be computed on a pro rata basis. The effective date of cancellation stated in a notice is the end of the policy period.

If **your** policy terminates due to nonpayment of premium, **we** will send **you** a notice of cancellation indicating the date the policy is cancelled. If **we** receive a premium payment after the cancellation date shown on the notice of cancellation, **we** may or may not reinstate **your** policy. Acceptance of a late premium payment will result in a lapse of coverage from the cancellation date to the date the late premium is accepted. The acceptance of a late premium shall not waive **our** right to refuse to accept any future late premium payment.

**11. LOSS PAYABLE CLAUSE**

It is agreed that loss or damages under Coverages D and E of this policy shall be paid to **you** and the loss payee shown in the Declarations as interest may appear.

The insurance covering the interest of the loss payee only, shall not be invalidated by **your** acts or negligence, unless the loss is due to **your** conversion, secretion, or embezzlement of **your insured car**. **We** have the right, however, to cancel this policy as provided in the policy and the cancellation shall terminate this agreement with respect to the loss payee's interest. When **we** cancel, **we** will give the same advance notice of cancellation to the loss payee as **we** give to the policyholder shown in the Declarations.

The loss payee may furnish any required proof of loss upon failure of the named **insured** to furnish same.

If any payment is made to the loss payee, which **we** would not have been obligated to make except for the provisions hereof, **we**, to the extent of such payment, shall thereupon be subrogated to the rights of the loss payee under all securities held by it as collateral for payment of the debt, or **we**, at our option, may pay the loss payee the whole amount of the principal and interest due on said debt and shall receive a full assignment of the mortgage or other securities. No subrogation shall impair the right of the loss payee to recover the full amount of its claim.

**12. CONFORMITY TO STATUTES**

Any terms of this policy which are in conflict with the statutes of the state in which this policy is issued are amended to conform to such statutes.

**IN WITNESS WHEREOF**, the Company has caused this policy to be signed by its President and Secretary but if required by state law, the policy shall not be valid unless countersigned by a duly authorized representative of the Company.

  
\_\_\_\_\_  
Robert J. Campbell, Secretary

  
\_\_\_\_\_  
Gregory V. Ostergren, President

\_\_\_\_\_  
Authorized Representative

Authorized Representative

**ARKANSAS  
RECREATIONAL  
VEHICLE  
POLICY**



**AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

American National Corporate Centre • 1949 E. Sunshine

Springfield, MO 65899-0001

417-887-0220

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## RECREATIONAL VEHICLE POLICY

### WHAT TO DO IN CASE OF AN ACCIDENT OR LOSS

1. Notify **us** promptly. The notice must give the time, place and circumstances of the accident or loss, including the names and addresses of injured persons and witnesses.
2. Cooperate with **us** and help **us** in any matter concerning a claim or suit. No obligations shall be assumed, expenses incurred or voluntary payments made by an insured person except at that person's own cost. Do not enter into an agreement with or admit liability to anyone if **you** want to use this policy for coverage.
3. Send **us** promptly any legal papers received by **you** relating to a claim or suit.
4. Submit to physical examinations at **our** expense by doctors **we** choose as often as **we** may reasonably require.
5. Authorize **us** to obtain medical and other records.
6. Provide any written proofs of loss **we** require.
7. Submit to examinations under oath at times and places as **we** may reasonably require.

A person or organization claiming Vehicle Damage Coverage must:

1. Take reasonable steps after loss to protect the vehicle and its equipment from further loss. **We** will pay reasonable expenses incurred in providing that protection.
2. Promptly report the theft of the vehicle or its equipment to the police.
3. Allow **us** to inspect and appraise the damaged vehicle before its repair or disposal.

### AGREEMENT

**We** agree with **you**, in return for **your** premium payment and based upon **your** statements to **us**, to insure **you** subject to the terms of this policy.

**We** will insure **you** for the Coverages and Limits of Liability for which a premium is shown in the Declaration of this policy.

Unless otherwise shown in the endorsements area on the Declarations page, **your** statements are as follows:

- (1) **your insured vehicle** is used only for pleasure use;
- (2) **you** are the only owner of **your insured vehicle**; and
- (3) neither **you** nor any member of **your** household has had a license to drive or vehicle registration suspended, revoked, or refused in the past 36 months.

### DEFINITIONS USED THROUGHOUT THIS POLICY

1. "**We**," "**us**," and "**our**" mean the Company providing this insurance.
2. "**You**" and "**your**" mean the Policyholder named in the Declarations and spouse if living in the same household.
3. "**Bodily injury**" means **bodily injury**, sickness, disease or death.
4. "**Property damage**" means damage to tangible property, including loss of its use.
5. "**Your insured vehicle**" means:
  - (a) the **recreational vehicle** described in the Declarations, including attached, factory-installed equipment usual and incidental to its use as a **recreational vehicle**.
  - (b) a **recreational vehicle** **you** acquire during the policy period if:
    - (i) it replaces the **recreational vehicle** described in the Declarations; if **you** wish Vehicle Damage Coverage to apply to the replacing vehicle **you** must notify **us** within 30 days of its acquisition;
    - (ii) it is an additional vehicle and we insure all **recreational vehicles** owned by **you** on the date of its acquisition by **you** and **you** notify **us** within 30 days after the date of acquisition of **your** election to make this and no other policy issued by **us** applicable to the vehicle;
    - (iii) you pay **us** any additional premium due.
  - (c) a **recreational vehicle** not owned by **you** being temporarily used as a substitute for a vehicle described in the Declarations because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.
  - (d) any other **recreational vehicle** not owned by, or furnished or available for regular use to, **you** or a **relative**. But this coverage applies only to:

- (i) **you** if **you** are an individual;
- (ii) a **relative** who does not own a **recreational vehicle**;
- (iii) anyone legally responsible for **your** or a **relative's** use of the vehicle.

Coverage does not apply:

- (i) for the owner of the vehicle; and
- (ii) if the vehicle is used in **your** or a **relative's** business or occupation.

6. "**Recreational Vehicle**" means a vehicle and its equipment designed for recreational use which is not:

- (a) licensed for use on public roads; or
- (b) used primarily on water.

**Recreational vehicles** may include golfmobiles, snowmobiles, dune buggies, all-terrain vehicles, minibikes or trail bikes.

- 7. "**Relative**" means a person living in **your** household and related to **you** by blood, marriage or adoption, including a ward or foster child.
- 8. "**Occupying**" means in, on, getting into, or out of.
- 9. "**Trailer**" means a vehicle, cutter or sled designed to be towed by a recreational vehicle.
- 10. "**Utility trailer**" means a vehicle and its equipment which is designed to transport a **recreational vehicle**.
- 11. "**State**" means the District of Columbia, any **state**, territory or possession of the United States, and any province of Canada.
- 12. "**Punitive damages**" are damages which may be imposed to punish a wrongdoer and deter others from similar conduct.

## PART I – LIABILITY

### COVERAGE A – BODILY INJURY AND COVERAGE B – PROPERTY DAMAGE

**We** will pay damages for which an **insured person** is legally liable because of **bodily injury** or **property damage** resulting from the ownership, maintenance or use of **your insured vehicle**. The **bodily injury** or **property damage** must not be expected nor intended from the standpoint of the **insured person**.

**We** will defend any suit or settle any claim for damages as **we** think appropriate. **We** will not defend or settle after **our** limit of liability has been reached.

### ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this PART, "**insured person**" means:

- (1) **you** or a **relative**;
- (2) a person using **your insured vehicle**;
- (3) any other person or organization with respect only to legal liability for acts or omissions of:
  - (a) a person covered under this PART while using **your insured vehicle**; or
  - (b) **you** or a **relative** covered under this PART while using a **recreational vehicle** or **trailer** other than **your insured vehicle** if that **recreational vehicle** or **trailer** is not owned or hired by that person or organization.

No person shall be considered an **insured person** if that person uses a vehicle without a reasonable belief of having permission to use it.

### ADDITIONAL PAYMENTS

**We** will pay, in addition to **our** limit of liability:

- (1) all costs **we** incur in the settlement of a claim or defense of a suit;
- (2) interest on damages awarded in a suit **we** defend accruing after judgment is entered and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of liability;
- (3) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our** limit of liability. On appeal bonds, **we** will pay that part of the premium that **our** applicable limit of liability bears to the amount of the bond; for example, if **our** applicable limit of liability is \$10,000 and the amount of the bond is \$100,000 **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (4) up to \$250 for a bail bond required due to an accident related traffic law violation resulting in **bodily injury** or **property damage** covered by this PART. **We** have no duty to apply for or furnish a bond;
- (5) loss of earnings up to \$200 a day, but not other income, when **we** ask **you** to help **us** investigate or defend any claim or suit;

- (6) expenses incurred by the **insured person** for first aid to others at the time of the accident because of **bodily injury** covered by this PART; and
- (7) any other reasonable expenses incurred at **our** request.

## EXCLUSIONS

**We** do not cover:

- (1) **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a vehicle when used to carry persons or property for a charge.
- (2) **bodily injury** or **property damage** for which a person is an insured under a nuclear energy liability insurance policy. This exclusion applies even if the limits of that policy are exhausted.
- (3) **bodily injury** to an employee of an **insured person** arising in the course of employment by an **insured person**.
- (4) **bodily injury** or **property damage** resulting from **recreational vehicle** business operations. As used here "**recreational vehicle** business" means the business or occupation of selling, leasing, repairing, servicing, transporting, storing or parking **recreational vehicles** or **trailers**.
- (5) **property damage** to property owned or being transported by an **insured person**.
- (6) **property damage** to property rented to, or in charge of, an **insured person** except a residence or private garage.
- (7) **bodily injury** or **property damage** resulting from participation in, or in preparation for, any race, speed contest, hill climbing exhibition or any other contest or demonstration;
- (8) **bodily injury** to **you** or a **relative**;
- (9) **bodily injury** or **property damage** caused intentionally by or at the direction of an **insured person** even if the actual injury or damage is different than that which was expected or intended;
- (10) **punitive** or exemplary damages;
- (11) the liability assumed by an **insured person** under any contract or agreement;
- (12) liability arising while the **recreational vehicle** is engaged in jumping off from any natural or man-made jump or embankment;

- (13) liability arising out of the towing of a **recreational vehicle trailer** by a licensed motor vehicle; or
- (14) liability arising while **your insured vehicle** is rented or leased to others.

## LIMITS OF LIABILITY

The limits of liability shown in the Declarations apply subject to the following:

- (1) the **bodily injury** liability limit for "each person" is the maximum **we** will pay as damages for **bodily injury**, including damages for care and loss of services, to one person in one occurrence.
- (2) subject to the **bodily injury** liability limit for "each person," the **bodily injury** liability limit for "each occurrence" is the maximum **we** will pay as damages for **bodily injury**, including damages for care and loss of services, to two or more persons in one occurrence.
- (3) the **property damage** liability limit for "each occurrence" is the maximum **we** will pay for all damages to property in one occurrence.

All **bodily injury** or **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**We** will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies or vehicles involved in the occurrence.

## SEPARATE APPLICATION OF THIS INSURANCE

This insurance applies separately to each **insured person** against whom a claim is made or suit is brought, except with respect to **our** limits of liability.

## OTHER INSURANCE

If there is other applicable liability insurance on a loss covered by this PART, **we** will pay **our** proportionate share as **our** limits of liability bear to the total of all applicable liability limits. Insurance afforded under this PART for a **recreational vehicle you** do not own, is excess over any other collectible liability insurance.

## PART II – EXPENSES FOR MEDICAL SERVICES

### COVERAGE C – MEDICAL PAYMENTS COVERAGE

**We** will pay reasonable expenses incurred within one year from the date of accident for necessary medical and funeral services because of **bodily injury** sustained by an **insured person**. Reasonable expenses include expenses for necessary medical, surgical, X-ray, ambulance, hospital, professional nursing, funeral expenses, dental, eyeglasses, hearing aids, and prosthetic devices.

### ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this PART, "**insured person**" means:

- (1) **you** or a **relative** occupying, or struck by, a **recreational vehicle** or **trailer**; or
- (2) any other person occupying **your insured vehicle** while being used by **you**, a **relative** or another person if that person has a reasonable belief of having permission to use the vehicle.

### EXCLUSIONS

**We** do not cover **bodily injury** to a person:

- (1) **occupying your insured vehicle** while being used to carry persons for a charge;
- (2) **occupying** a vehicle while located for use as a permanent residence or premises;
- (3) **occupying** or when struck by a vehicle, other than **your insured vehicle**, which is owned by or furnished or available for regular use by **you** or a **relative**;
- (4) occurring in the course of employment if benefits are payable or must be provided under a workers' compensation law or similar law;
- (5) caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution,

nuclear reaction, radiation or radioactive contamination, or a consequence of any of these;

- (6) resulting from participation in, or in preparation for, any race, speed contest, hill climbing exhibition or any other contest or demonstration;
- (7) **occupying your insured vehicle** while the vehicle is rented or leased to others;
- (8) **occupying** a vehicle while the vehicle is being used in the business or occupation of an **insured person**; or
- (9) arising while the **recreational vehicle** is engaged in jumping off from any natural or man-made jump or embankment.

### LIMIT OF LIABILITY

Regardless of the number of vehicles described in the Declarations, **insured persons**, claims, policies, or vehicles involved in the accident, **we** will pay no more than the limit of liability shown for this coverage in the Declarations for each person injured in one accident.

However, if the limit of liability stated in the Declarations is more than \$1,000 for each person, **our** limit of liability for funeral expenses incurred for such person shall not exceed \$1,000.

Any amount paid or payable for medical expenses under the Liability coverage of this policy shall be deducted from the amounts payable under this PART.

### OTHER INSURANCE

If there is other insurance on a loss covered by this PART, **we** will pay **our** proportionate share as **our** limit of liability bears to the total of all applicable limits. Insurance afforded under this PART for a vehicle **you** do not own is excess over any other applicable insurance.

## PART III – VEHICLE DAMAGE

### COVERAGE D – COMPREHENSIVE AND COVERAGE E – COLLISION

**We** will pay for **loss** to **your insured vehicle**:

- (1) caused by **collision** (Coverage E); or
- (2) caused by other than **collision** (Coverage D)

less any applicable deductible. The first \$200 of a **collision** deductible shall not apply to **loss** caused by a **collision** of **your insured vehicle** with another vehicle insured by **us**.

### LOSS SETTLEMENT

**We** may pay the **loss** in money or repair or replace damaged or stolen property. **We** may, at any time before the **loss** is paid or the property is replaced, return, at **our** expense, any stolen property either to **you** or to the address shown in the Declarations, with payment for any resulting damage. **We** may keep all or part of the property at the agreed or appraised value.

## ADDITIONAL DEFINITIONS USED IN THIS PART ONLY

As used in this PART:

- (1) "**Collision**" means **collision** with another object or upset of **your insured vehicle**. **Loss** caused by missiles, falling objects, fire, theft or larceny, explosion, earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, colliding with a bird or animal, or breakage of glass is not **loss** caused by "**collision**." If breakage of glass results from a **collision**, **you** may elect to have it treated as **loss** caused by **collision**.
- (2) "**Loss**" means direct and accidental **loss** of or damage to **your insured recreational vehicle**, including its equipment.
- (3) "**Actual cash value**" means the amount, including labor, which it would cost to repair or replace covered property with material of like kind and quality, less allowance for physical deterioration, depreciation, and betterment. **Actual cash value** may also be determined by the market value, age and condition at the time the **loss** occurred. Any deductible amount that applies is then subtracted.

## EXCLUSIONS

**We** do not cover **loss**:

- (1) to **your insured vehicle** while rented or leased to others or used to carry persons or property for a charge;
- (2) caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these;
- (3) to sound reproducing equipment not permanently installed in **your insured vehicle** or to tapes, records, or similar items used with such sound equipment;
- (4) to sound receiving or transmitting equipment designed for use as citizens band radios, two-way mobile radios, telephones, scanning monitor receivers, or their accessories or antennas. **We** do cover such equipment when permanently installed in the dash or opening provided by the manufacturer for installation of a radio;
- (5) to **your insured vehicle** when used in, or in preparation for any race, speed contest, hill climbing exhibition, or any other contest or demonstration;
- (6) to TV antennas, awnings, cabanas, or equipment designed to provide additional living facilities. **We** do cover such equipment when permanently installed by the manufacturer;

- (7) resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, or road damage to tires or crawler-treads;
- (8) to a vehicle when used in **recreational vehicle** business operations;
- (9) while the **recreational vehicle** is engaged in jumping off from any natural or man-made jump or embankment;
- (10) to **your insured vehicle** resulting from its abandonment by an **insured person**;
- (11) to **your insured vehicle** arising out of its use in any unlawful trade or transportation;
- (12) due to confiscation of **your insured vehicle** by government or civil authority;
- (13) to any tools, clothing, personal effects, or **utility trailers**;
- (14) to a vehicle other than **your insured vehicle**; or
- (15) to **your insured vehicle** due to conversion, embezzlement or secretion by any person in possession of the **insured vehicle**.

## LIMIT OF LIABILITY

The limit of **our** liability for **loss** to property or any part shall not exceed the lesser of:

- (1) the **actual cash value** of the stolen or damaged property; or
- (2) the amount necessary to repair or replace the property.

The cost of repair or replacement is based upon one of the following:

- (1) the cost of repair or replacement agreed upon by **you** and **us**;
- (2) a competitive bid approved by **us**; or
- (3) 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 prevailing competitive price. **We** will include in the estimate parts sufficient to restore the vehicle to its preloss condition. **You** agree with **us** that such parts may include either parts furnished by the vehicle's manufacturer or parts from other sources including nonoriginal equipment.

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.

Any deductible amount that applies is then subtracted.

## APPRAISAL

**You** or **we** may request appraisal of the **loss**. Each will appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the **actual cash value** and the amount of **loss**. An award in writing by any two will determine the amount payable.

It is agreed that the appraisal is voluntary and nonbinding for both parties.

## NO BENEFITS TO BAILEE

This insurance shall not in any way benefit any person or organization caring for or handling property for a fee.

## OTHER INSURANCE

If there is other applicable similar insurance on a **loss** covered by this PART, **we** will pay only that proportion of the **loss** that **our** limit of liability bears to the total limits of all applicable similar insurance.

## PART IV – GENERAL PROVISIONS

### 1. TERRITORY, POLICY PERIOD

This policy applies only to accidents, occurrences and losses within the United States, its territories or possessions, or Canada, or between their ports, during the policy period shown in the Declarations. The policy period is shown under "Policy Term" in the Declarations and is for successive periods of six months each for which the renewal premium is paid. Payments must be made on or before the end of the current policy period. The policy period begins and ends at 12:01 a.m. Standard Time at the address shown in the Declarations.

### 2. PREMIUM

The premium for this policy is computed in accordance with **our** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded.

### 3. CHANGES

This policy and the Declarations include all the agreements between **you** and **us** relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by **us**. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change. When **we** broaden **your** coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in **your state**.

### 4. TWO OR MORE RECREATIONAL VEHICLES INSURED

With respect to an accident or occurrence to which this and any other policy **we** issue to **you** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

### 5. SUIT AGAINST US

**We** may not be sued unless there is full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an **insured person** to pay is finally determined either by judgment against that person after actual trial or by written agreement of that person, the claimant, and **us**. No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.

### 6. OUR RECOVERY RIGHTS

In the event of a payment under this policy, **we** are entitled to all the rights of recovery that the person or organization to whom payment was made has against another. That person or organization must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights and do nothing after loss to harm **our** rights.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimbursed to **us** to the extent of **our** payment.

**Our** rights as stated in this provision shall apply only after the person has been compensated for all damages which that person was legally entitled to recover.

### 7. ASSIGNMENT

Interest in this policy may not be assigned without **our** written consent. If the Policyholder named in the Declarations or the spouse of the Policyholder residing in the same household dies, the policy will cover:

(a) any survivor;

- (b) the legal representative of the deceased person while acting within the scope of duties of a legal representative;
- (c) any person having proper custody of **your insured recreational vehicle** until a legal representative is appointed.

8. **BANKRUPTCY**

**We** are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an **insured person**.

9. **CANCELLATION OR NONRENEWAL OF THIS POLICY**

**You** may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

**We** may cancel by mailing notice of cancellation to **you** at the address shown in the Declarations or by delivering the notice:

- (1) not less than 10 days prior to the effective date of cancellation for nonpayment of premium; or
- (2) not less than 20 days prior to the effective date of cancellation for any other circumstance.

If this policy has been in effect for 60 days or is a continuation or renewal policy, **we** may cancel only for those reasons allowed by law.

**We** will mail to **you** at the address shown in the Declarations or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period, if **we** decide not to renew or continue this policy.

This policy will automatically terminate at the end of the policy period if **you** or **your** representative do not accept **our** offer to renew or continue it. **Your** failure to pay the required continuation or renewal premium means that **you** have declined **our** offer.

If other insurance is obtained by **you** on **your insured vehicle**, similar insurance afforded under this policy for that vehicle will cease on the effective date of the other insurance.

If different requirements for cancellation and nonrenewal or termination of policies are applicable because of the laws of **your state**, **we** will comply with those requirements.

Proof of mailing a notice is proof of notice.

Upon cancellation **you** may be entitled to a premium refund; if so, we will send it to **you** but the making or offer of a refund is not a condition of cancellation. The refund will be computed on a pro rata basis.

If **your** policy terminates due to nonpayment of premium, **we** will send **you** a notice of cancellation indicating the date the policy is cancelled. If **we** receive a premium payment after the cancellation date shown on the notice of cancellation, **we** may or may not reinstate **your** policy. Acceptance of a late premium payment will result in a lapse of coverage from the cancellation date to the date the late premium is accepted. The acceptance of a late premium shall not waive **our** right to refuse to accept any future late premium payment.

10. **LOSS PAYABLE CLAUSE**

It is agreed that loss or damages under Coverages D and E of this policy shall be paid to **you** and the loss payee shown in the Declarations as interest may appear.

The insurance covering the interest of the loss payee only, shall not be invalidated by **your** acts or negligence, unless the loss is due to **your** conversion, secretion, or embezzlement of **your insured vehicle**. **We** have the right, however, to cancel this policy as provided in the policy and the cancellation shall terminate this agreement with respect to the loss payee's interest. When **we** cancel, **we** will give the same advance notice of cancellation to the loss payee as **we** give to the policyholder shown in the Declarations.

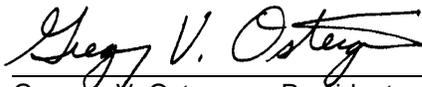
The loss payee may furnish any required proof of loss upon failure of the named insured to furnish same.

If any payment is made to the loss payee, which **we** would not have been obligated to make except for the provisions hereof, **we**, to the extent of such payment, shall thereupon be subrogated to the rights of the loss payee under all securities held by it as collateral for payment of the debt, or **we**, at **our** option, may pay the loss payee the whole amount of the principal and interest due on said debt and shall receive a full assignment of the mortgage or other securities. No subrogation shall impair the right of the loss payee to recover the full amount of its claim.

"Policy Term" in the Declarations is amended to include the effective time of this policy to be 12:01 a.m. Standard Time at the residence premises on the dates shown.

**IN WITNESS WHEREOF**, the Company has caused this policy to be signed by its President and Secretary but if required by state law, the policy shall not be valid unless, countersigned by a duly authorized representative of the Company.

  
\_\_\_\_\_  
Robert J. Campbell, Secretary

  
\_\_\_\_\_  
Gregory V. Ostergren, President

\_\_\_\_\_  
Authorized Representative

## AMERICAN NATIONAL GENERAL INSURANCE COMPANY

### REIMBURSEMENT OF CAR RENTAL EXPENSE

It is agreed that **PART III - CAR DAMAGE**, COVERAGE K - Reimbursement of Car Rental Expense is added as follows:

When the coverage amount shown in the Declarations is \$40, COVERAGE K will reimburse **you** for the following expenses:

1. Car Rental Expense. **We** agree to:

- (a) reimburse **you** up to \$40 per day for expenses **you** incur in renting a substitute car from a rental agency or garage; or
- (b) pay **you** \$10 a day if **you** choose not to rent a car while **your** car is withdrawn from normal use,

when there is a **loss** of **your insured car** described in the Declarations which:

- (a) results in its withdrawal from normal use for more than 24 hours; and
- (b) the **loss** is covered under **PART III - CAR DAMAGE** of this policy.

Car Rental Expense is available when **your insured car** is not driveable due to the **loss** or when **you** leave it at a qualified repair facility for agreed repairs due to the **loss**. This coverage ends:

- (a) when the car is repaired or replaced; or
- (b) when we offer to pay for the **loss**,

whichever occurs first.

2. Travel Expenses. When **your** car is involved in a **loss** more than 50 miles from home and is not driveable, we will reimburse **you** for the following expenses which **you** and any **relative** incur:

- (a) Commercial transportation fares to return to **your** home or to continue to **your** destination.
- (b) Extra meals and lodging required when the **loss** to **your insured car** causes a delay in your travel. For these expenses to be paid they must occur between the time of the **loss** and **your** arrival at **your** home or destination or by the end of the fifth day, whichever occurs first.

The most **we** will pay for the total of car rental expenses and travel expenses incurred by all persons in any one occurrence is \$800.

---

Authorized Representative

**AMERICYCLE®**

**ARKANSAS  
MOTORCYCLE  
POLICY**



**AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

American National Corporate Centre 1949 E. Sunshine

Springfield, MO 65899-0001

417-887-0220

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## MOTORCYCLE POLICY

### POLICY AGREEMENT

**We** agree to insure **you** subject to the terms of this policy.

This agreement is based on **our** reliance upon:

- (1) the fact that the statements in the application, any change request, and the Declarations are **your** statements and are true. The contents of these documents are made a part of this policy by reference;
  - (2) the policy containing all of the agreements between **you** and **us** or any of **our** representatives; and
  - (3) **your** payment of the premium for the coverages **you** chose as shown in the Declarations. If any premium payment made by check or other negotiable instrument is not honored by the bank, no insurance is provided.
- (3) Send **us** promptly any legal papers received relating to a claim or suit.
  - (4) Submit to physical examinations at **our** expense by doctors **we** choose as often as **we** may reasonably require. **We** will send a copy of the report to **you** at **your** written request.
  - (5) Authorize **us** to obtain medical and other records. If the **insured person** is dead or unable to act, his or her legal representative shall authorize **us** to obtain this information.
  - (6) Provide any written proofs of loss **we** require.
  - (7) Let **us** record **your** statements and, at **our** option, submit to examinations under oath at times and places as often as **we** may reasonably require and sign copies of the examination. Also, produce employees, members of **your** household, or others for examination under oath to the extent it is within **your** power to do so.
  - (8) Produce and authorize **us** to examine any records, receipts, and invoices, including financial records, needed to investigate the loss. Permit **us** to copy such documents.

Unless otherwise shown on the Declarations page, **your** statements are as follows:

- (1) **your insured motorcycle** is used only for pleasure use;
- (2) **you** are the only owner of **your insured motorcycle**; and
- (3) neither **you** nor any member of **your** household has had a license to drive or vehicle registration suspended, revoked, or refused in the past 36 months.

---

### INSURED'S DUTIES IN CASE OF A MOTORCYCLE ACCIDENT OR LOSS

The following are duties **you** must perform. Failure to perform these duties may result in no coverage. These duties apply to every section of this policy.

- (1) Notify **us** promptly. The notice must give the time, place, and circumstances of the accident or loss, including the names and addresses of injured persons and witnesses.
- (2) Cooperate with **us** and help **us** in any matter concerning a claim or suit. No obligations shall be assumed, expenses incurred or voluntary payments made by an **insured person** except at that person's own cost. Do not enter into an agreement with or admit liability to anyone if **you** want to use this policy for coverage.

In addition, a person or organization claiming coverage under PART III – MOTORCYCLE DAMAGE must:

- (1) Take reasonable steps after **loss** to protect **your insured motorcycle** and its equipment from further **loss**. **We** will pay reasonable expenses incurred in providing that protection. Further **loss** due to **your** failure to protect **your insured motorcycle** will not be covered.
- (2) Promptly report the theft of **your insured motorcycle** or its equipment to the police.
- (3) Allow **us** to inspect and appraise the damaged **motorcycle** before its repair or disposal.

An **insured person** claiming coverage under PART IV – UNINSURED MOTORIST must notify the police within 24 hours and **us** within 30 days of the accident if a **hit-and-run vehicle** is involved.

---

### DEFINITIONS USED THROUGHOUT THIS POLICY

Some words or phrases in the policy have been defined below. Defined words or phrases are printed in bold type and have the following meanings, unless a different meaning is described in a particular coverage or endorsement.

- (1) "**You**" and "**your**" mean the Policyholder named in the Declarations and spouse, if living in the same household.
- (2) "**We**," "**us**" and "**our**" mean the Company providing this insurance.
- (3) "**Bodily injury**" means **bodily injury** to a human being, and sickness, disease, or death which results from it.
- (4) "**Insured**" or "**insured person**" means the person, persons, or organization defined as an **insured person** in or with reference to a specific coverage.
- (5) "**Motorcycle**" means a two- or three-wheeled motorized vehicle of the **motorcycle**, motorbike, moped, or motor scooter type including attached, permanently-installed equipment usual and incidental to its use as a **motorcycle**.
- (6) **Motorcycle accessories** mean special equipment and parts which are attached to **your insured motorcycle** at the time of **loss**, including but not limited to:
  - a. a side car or **trailer**, whether or not attached;
  - b. custom paint;
  - c. custom metal plating; or
  - d. fairings.
- (7) "**Motor vehicle business**" means the business or occupation of selling, repairing, leasing, servicing, storing, transporting or parking vehicles.
- (8) "**Non-owned motorcycle**" means a **motorcycle** or **trailer** not owned by, in whole or in part, or furnished or available for the regular use of either **you**, **your** spouse, or a **relative**. It does not include a **temporary substitute motorcycle**.
- (9) "**Occupying**" means in, on, getting into, out, or off of.
- (10) "**Passenger**" means any person, other than the operator of **your insured motorcycle**, **occupying** it or a sidecar attached to it.
- (11) "**Property damage**" means damage to tangible property, including loss of its use.
- (12) "**Punitive or exemplary damages**" means damages which may be imposed to punish a wrongdoer and to deter others from similar conduct.
- (13) "**Relative**" means a person living with **you** and related to **you** by blood, marriage, or adoption, including **your** ward or foster child, provided neither the relative nor the relative's spouse owns, in whole or in part, a **motorcycle**.
- (14) "**Temporary substitute motorcycle**" means a **motorcycle** or **trailer** not owned by **you** or a **relative** being temporarily used with the owner's permission as a substitute for **your insured motorcycle** because of its withdrawal from normal use due to its breakdown, repair, servicing, loss, or destruction.
- (15) "**Trailer**" means a vehicle designed to be towed by a **motorcycle**.
- (16) "**Your insured motorcycle**" means:
  - (a) the **motorcycle** described in the Declarations for which a premium charge is shown;
  - (b) a **temporary substitute motorcycle**;
  - (c) a **trailer** or sidecar **you** own when attached to **your insured motorcycle**;
  - (d) a **motorcycle** **you** acquire during the policy period if it replaces a **motorcycle** described in the Declarations. **You** must notify **us** within 30 days of its acquisition and pay **us** any additional premium due;
  - (e) a **motorcycle** **you** acquire during the policy period if it is an additional **motorcycle** and **we** insure all **motorcycles** owned by **you** on the date of **your** acquisition of the **motorcycle**. **You** must notify **us** during the policy period and within 30 days after the date of acquisition of **your** election to make this and no other policy issued by **us** applicable to the **motorcycle** and **you** must pay **us** any additional premium due.
  - (f) a **motorcycle** **you** acquire during the policy period if **you** wish Motorcycle Damage Coverage to apply to the **motorcycle**, **you** must notify **us** within 30 days of its acquisition; and **you** pay **us** any additional premium due.

---

## PART I – LIABILITY

### COVERAGE A – BODILY INJURY AND COVERAGE B – PROPERTY DAMAGE

**We** will pay damages for which an **insured person** becomes legally liable because of **bodily injury** or **property damage** resulting from the ownership, maintenance, or use of **your insured motorcycle** or a **non-owned motorcycle**. This coverage applies to any **utility trailer** while attached to or towed by **your insured motorcycle** or a **non-owned motorcycle**.

**We** will defend any suit for damages payable under the terms of this policy. **We** will investigate and settle any claim or suit as **we** think appropriate. **We** will not defend or settle after **our** limit of liability has been paid or deposited in court.

## ADDITIONAL PAYMENTS

**We** will pay in addition to **our** limit of liability:

- (1) all costs **we** incur in the settlement of a claim or defense of a suit;
- (2) interest on damages awarded in a suit **we** defend accruing after judgment is entered and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of liability;
- (3) to the extent herein provided, premiums on appeal and attachment bonds required in a suit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our** limit of liability. On appeal bonds, **we** will pay that part of the premium that **our** applicable limit of liability bears to the amount of the bond; for example, if **our** applicable limit of liability is \$10,000 and the amount of the bond is \$100,000 **we** will pay 1/10th of the premium. **We** have no duty to apply for or furnish bonds;
- (4) up to \$250 for an **insured person** for a bail bond required due to an accident related traffic law violation resulting in **bodily injury** or **property damage** covered by this Part. **We** have no duty to apply for or furnish a bond;
- (5) loss of earnings up to \$200 a day, but not other income, when **we** ask an **insured person** to help **us** investigate or defend any claim or suit;
- (6) expenses incurred by the **insured** for first aid to others at the time of the accident because of **bodily injury** covered by this Part; and
- (7) any other reasonable expenses incurred at **our** request.

## ADDITIONAL DEFINITION USED IN PART I ONLY

As used in this Part, "**insured person**" means:

- (1) with respect to **your insured motorcycle**:
  - (a) **you** or a **relative**;
  - (b) a person using **your insured motorcycle** if its use is within the scope of **your** permission; and
  - (c) any other person or organization which does not own or hire **your insured motorcycle** but is liable for its use by an **insured person** under (1)(a) or (1)(b) above.
- (2) with respect to a **non-owned motorcycle**:
  - (a) **you** or a **relative**, provided the use is with the permission of the owner, and within the scope of such permission;

- (b) any other person or organization which does not own or hire the **non-owned motorcycle** but is liable for its use by an **insured person** under (2)(a) above.

## EXCLUSIONS

There is no coverage under PART I – LIABILITY:

- (1) while any vehicle is used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools;
- (2) for **bodily injury** or **property damage** for which a person is an **insured person** under a nuclear energy liability insurance policy. This exclusion applies even if the limits of that policy are exhausted;
- (3) for **bodily injury** to an employee of an **insured person** arising in the course of employment by an **insured person**. Coverage does apply to a domestic employee unless benefits are payable or are required to be provided for that employee under a workers' compensation law;
- (4) for **bodily injury** to a fellow employee of an **insured person** injured while on the job if the injury arises out of the use of a vehicle by another employee in the employer's business. This exclusion does not apply to **your** liability for such injury;
- (5) while **your insured motorcycle** is used by any person while employed or engaged in any way in a **motor vehicle business**. Coverage does apply for **you**, a **relative**, or any partner or employee of **you** or a **relative**, with respect to the operation of **your insured motorcycle** in the **motor vehicle business**;
- (6) while a **non-owned motorcycle** is used:
  - (a) in a **motor vehicle business**;
  - (b) in any other business or occupation of an **insured person**. This coverage does apply to a **motorcycle** covered under this policy while operated or occupied by **you** or **your** domestic employee;
- (7) for **property damage** to property rented to, or in charge of, an **insured person**. Coverage does apply to:
  - (a) a residence or private garage; or
  - (b) a vehicle:
    - (i) operated by an **insured person**; and
    - (ii) owned by a person or organization engaged in the business of selling, repairing, or servicing motor vehicles; and

- (iii) loaned to an **insured person** for demonstration purposes or as a replacement vehicle while **your insured motorcycle** is out of use because of breakdown, repair, or servicing;
- (8) for **bodily injury** or **property damage** resulting from the ownership, maintenance or use of a vehicle, other than **your insured motorcycle**, which is owned by or furnished or available for regular use by **you** or any member of **your** family living with **you**;
- (9) for **bodily injury** to any **insured person** or any member of **your** family living with **you**;
- (10) for **bodily injury** or **property damage** for which the United States might be liable for an **insured person's** use of any vehicle;
- (11) for **bodily injury** or **property damage** caused by an intentional act of, or at the direction of, an **insured person** even if the actual injury or damage is different than that which was expected or intended;
- (12) for **punitive or exemplary damages**;
- (13) for liability assumed by an **insured person** under any contract or agreement;
- (14) when a **trailer** is used with a vehicle owned or rented by an **insured person** which is not covered under this Part; or
- (15) while any insured vehicle is rented, leased, or subleased or under any purchase agreement or conditional sale to others;
- (16) for **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any motorized recreational all terrain vehicle regardless of the number of wheels.

#### CONFORMITY WITH STATE FINANCIAL RESPONSIBILITY LAWS

When **we** certify this policy as proof under a state financial responsibility law, it will comply with that law to the extent of the coverage and limits of liability required by that law. **You** must reimburse **us** if **we** make a payment **we** would not have had to make but for the certification.

#### OUT-OF-STATE INSURANCE

If an **insured person** becomes subject to the financial responsibility law, compulsory insurance law, or similar laws of another state or Canada because of the ownership, maintenance, or use of **your insured motorcycle** in that state, **we** will interpret this policy to provide any broader coverage required by those laws. Any broader coverage so afforded shall be reduced to the extent that other **motorcycle** liability insurance applies. No person may, in any event, collect more than once for the same elements of loss.

#### LIMITS OF LIABILITY

The limits of liability shown in the Declarations apply subject to the following:

- (1) the **bodily injury** liability limit for "each person" is the maximum **we** will pay as damages for **bodily injury** to one person in one occurrence, including damages for care and loss of services or consortium;
- (2) subject to the **bodily injury** liability limit for "each person," the **bodily injury** liability limit for "each occurrence" is the maximum **we** will pay as damages for **bodily injury** to two or more persons in one occurrence, including damages for care and loss of services or consortium; and
- (3) the **property damage** liability limit for "each occurrence" is the maximum **we** will pay for all damages to property in one occurrence.

All **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

**We** will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies, or vehicles involved in the occurrence. **Your insured motorcycle** or a **non-owned motorcycle** and attached trailer are one vehicle. Therefore, the limits are not increased.

Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under the Personal Injury Protection Coverage, Uninsured Motorist Coverage, and/or Underinsured Motorist Coverage of this policy.

#### SEPARATE APPLICATION OF THIS INSURANCE

This insurance applies separately to each **insured person** against whom a claim is made or suit is brought, except with respect to the limits of **our** liability.

#### OTHER INSURANCE

If there is other applicable **motorcycle** liability insurance on a loss covered by this Part, **we** will pay **our** proportionate share as **our** limits of liability bear to the total of all applicable liability limits. Insurance afforded under this Part for a **temporary substitute motorcycle** will be considered primary. Insurance afforded under this Part for a **non-owned motorcycle** is excess over any other collectible **motorcycle** liability insurance.

There is no coverage under this Part for a **motorcycle you** acquire during the policy period if there is other vehicle liability coverage on the newly acquired **motorcycle**.

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## PART II – PERSONAL INJURY PROTECTION COVERAGE

### SECTION I

#### MOTORCYCLE MEDICAL PAYMENTS COVERAGE

We will pay benefits for **medical expense** with respect to **bodily injury** sustained by an **eligible injured person** caused by accident resulting from the maintenance or use of a **motor vehicle** as a motor vehicle.

#### EXCLUSIONS

This coverage does not apply to **bodily injury**:

- (a) sustained by any person to the extent that benefits for the injury are paid or payable under any workers' compensation law, employer's disability law or any similar law;
- (b) sustained by **you** while **occupying** any **motor vehicle** owned by **you** or furnished or available for **your** regular use and which is not an **insured motor vehicle**;
- (c) sustained by a **relative** while **occupying** any **motor vehicle** owned by or furnished or available for the regular use of either **you** or the **relative** and which is not an **insured motor vehicle**;
- (d) sustained by any person other than **you** or a **relative** while **occupying** a **motor vehicle** owned by or furnished or available for the regular use of either **you** or a **relative** and which is not an **insured motor vehicle**;
- (e) sustained by any person while **occupying** the **insured motor vehicle** while used as a public livery conveyance unless the use is stated in the Declarations;
- (f) sustained by any person other than **you** or a **relative** while **occupying** any **motor vehicle** other than the **insured motor vehicle** while used as a public or livery conveyance;
- (g) sustained by any person other than **you** or a **relative**;
  - (1) while **occupying** any **motor vehicle** other than the **insured motor vehicle** while employed or otherwise engaged in the business or occupation of

- selling, repairing, servicing, storing or parking **motor vehicles**; or
- (2) arising out of the maintenance or use of any **motor vehicle** other than the **insured motor vehicle** by such person while employed or engaged in any other business or occupation unless the **bodily injury** results from the operation or occupancy of a **private passenger motor vehicle** by **you** or by **your** private chauffeur or domestic servant, or of a **utility trailer** used with that motor vehicle or with the **insured motor vehicle**;

- (h) sustained by any person while operating the **insured motor vehicle** without **your** expressed or implied consent or while not in lawful possession of the **insured motor vehicle**;
- (i) sustained by any person while **occupying** any **motor vehicle** other than the **insured motor vehicle** unless such person has or reasonably believes has permission of the owner to use the **motor vehicle**;
- (j) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of these;
- (k) resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
- (l) sustained by any person while occupying a motorized recreational all terrain vehicle regardless of the number of wheels.

#### DEFINITIONS

The policy definitions of "**we**," "**us**," "**our**," "**you**," "**your**," "**bodily injury**," "**occupying**," "**relative**" and "**utility trailer**" and the following definitions apply to this coverage:

"**eligible injured person**" means:

- (a) **you** and any **relative** who sustains **bodily injury**, while **occupying** or, while a **pedestrian**, through being struck by a **motor vehicle**;
- (b) any other person who sustains **bodily injury**:
  - (1) while **occupying** or, while a **pedestrian**, through being struck by the **insured motor vehicle**; or
  - (2) while **occupying** a **motor vehicle** other than the **insured motor vehicle**, if the **bodily injury** results from:
    - (i) its use by **you** or its operation on **your** behalf by **your** private chauffeur or domestic servant; or

- (ii) its use by a **relative**, provided it is a **private passenger motor vehicle** or **utility trailer**.

"**insured motor vehicle**" means a **motor vehicle** designated in the Declarations or elsewhere in the policy as an **insured motor vehicle** to which this coverage applies and includes:

- (a) a **motor vehicle** not owned by **you** while temporarily used as a substitute for an **insured motor vehicle** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction; and
- (b) a **utility trailer** designed for use with a **motorcycle** if not being used for business purposes with another type trailer.

"**medical expenses**" means all reasonable and necessary expenses incurred within two years from the date of accident for medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses and for any nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing; however, it does not include expenses in excess of those for a semiprivate room, unless more intensive care is medically required.

"**motor vehicle**" means a land **motor vehicle** or trailer which includes a semitrailer other than (1) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads; (2) a vehicle operated upon rails or crawler treads, or (3) a vehicle located for use as a residence or premises.

"**pedestrian**" means any person who is not **occupying** a vehicle other than a **motorcycle** or a vehicle operated by human or animal power.

#### LIMIT OF LIABILITY

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the limit of liability for motorcycle medical payments insurance stated in the Declarations as applicable to "each person" is the limit of **our** liability for all expenses incurred by or on behalf of each person who sustains **bodily injury** as a result of one **motor vehicle** accident; provided, however, with a respect to **bodily injury** sustained by a **pedestrian** (other than **you** or a **relative**) through being struck by the **insured motor vehicle**, the limit of **our** liability shall be the amount stated in the Declarations, or \$5,000, whichever is less.

## SECTION II

### WORK LOSS COVERAGE

We will pay benefits for **work loss** with respect to **bodily injury** sustained by an **eligible injured person** caused by accident resulting from the maintenance or use of a **motor vehicle** as a motor vehicle.

### EXCLUSIONS

Exclusions (a), (h), (j), and (k) under Section I apply to Section II and the coverage under Section II does not apply to **bodily injury**:

- (a) sustained by **you** while **occupying any private passenger motor vehicle** owned by **you** or furnished or available for **your** regular use and which is not an **insured motor vehicle**;
- (b) sustained by a **relative** while **occupying a private passenger motor vehicle** owned by or furnished or available for the regular use of either **you** or the **relative** and which is not an **insured motor vehicle**;
- (c) sustained by a **relative**, if the **relative** is entitled, as a named insured under any other motor vehicle insurance policy, to similar coverage which provides benefits equal to or greater than that prescribed by Arkansas House Bill 158, Arkansas Laws 1973;
- (d) sustained by a person other than **you** or a **relative** if that person is entitled, as a named insured or **relative** under any other motor vehicle insurance policy, to similar coverage which provides benefits equal to or greater than that prescribed by Arkansas House Bill 158, Arkansas Laws 1973.

### DEFINITIONS

The definitions under Section I except the definitions of "**eligible injured person**" and "**insured motor vehicle**" apply to Section II and under Section II:

"**eligible injured person**" means:

- (a) **you** and a **relative** who sustains **bodily injury** while **occupying** or, while a **pedestrian**, through being struck by any **motor vehicle**.
- (b) any other person who sustains **bodily injury** while **occupying** or, while a **pedestrian**, through being struck by the **insured motor vehicle**.

"insured motor vehicle" means a **private passenger motor vehicle** which is designated in the Declarations of this policy as an **insured motor vehicle** to which this coverage applies and includes:

- (a) a **private passenger motor vehicle** not owned by **you** while temporarily used as a substitute for an **insured motor vehicle** owned by **you** when withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction;
- (b) a **utility trailer** designed for use with a **motorcycle** if not being used for business purposes with another type vehicle;

"private passenger motor vehicle" means a motor vehicle which is a motorcycle.

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

"work loss" means:

- (a) with respect to an income earner, loss of income from work the **eligible injured person** would have earned had that person not sustained **bodily injury**; or
- (b) with respect to a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services in lieu of those the **eligible injured person** would have performed, not for income but for the benefit of that person or the family of that person had that person not sustained **bodily injury**

incurred during a period commencing eight days after the date of the accident and not to exceed 52 weeks. However, "work loss" does not include any loss or expense after the death of an **eligible injured person**.

#### LIMIT OF LIABILITY

Regardless of the number of persons or organizations insured, policies or bonds applicable, claims made or **insured motor vehicles** to which this coverage applies, the limit of **our** liability of **work loss** is limits as follows:

- 1. with respect to an income earner, 70% of loss of gross income per week not to exceed \$140 per week;
- 2. with respect to a non-income earner, a sum not to exceed \$70 per week or pro rata for a lesser period.

## SECTION III

### ACCIDENTAL DEATH BENEFIT

We will pay \$5,000 per **eligible injured person** in the event of the death of an **eligible injured person** which shall result directly and independently of all other causes from **bodily injury** caused by accident and arising out of the maintenance or use of a **motor vehicle** as **motor vehicle**, if the death occurs within one year from the date of accident.

### EXCLUSIONS

Exclusions (h), (j), and (k) under Section I and all exclusions under Section II apply to Section III.

### DEFINITIONS

The definitions under Section I, except the definitions of "**eligible injured person**" and "**insured motor vehicle**" and all the definitions under Section II, apply to Section III.

### CONDITIONS

Conditions A and B apply to all Sections. The remaining conditions apply to the Sections noted.

#### A. NOTICE

In the event of an accident, written notice containing particulars sufficient to identify the **eligible injured person**, and also reasonably obtainable information with respect to the time, place and circumstances of the accident, and the names and addresses of the **eligible injured person** and of available witnesses, shall be given by or on behalf of each **eligible injured person** to **us** or any of **our** authorized agents as soon as practicable.

If any **eligible injured person**, the survivor of that person or the legal representative of either shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort for the injury, a copy of the summons and complaint or other process served in connection with the legal action shall be forwarded as soon as practicable to **us** by the **eligible injured person**, survivor or legal representative.

#### B. MEDICAL REPORTS; PROOF OF CLAIM

As soon as practicable the **eligible injured person** or someone on behalf of that person shall give **us** written proof of claim, under oath if required, including full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist **us** in determining the amount due and payable.

The **eligible injured person** shall submit to physical and mental examinations by physicians selected by **us** when and as often as **we** may reasonably require and that person, or in the event of the incapacity of that person, the legal representative of that person, or in the event of death the legal representative or survivor of that person shall, after each request from **us**, execute authorization to enable **us** to obtain medical reports and copies of records.

If requested by **us** the **eligible injured person**, someone on behalf of that person or the employer of that person shall furnish a sworn statement of earnings by the **eligible injured person** since the date of the accident and for a reasonable time prior to the accident.

#### C. PAYMENT OF BENEFITS – SECTION I AND II

**We** may pay the **eligible injured person** or person or organization rendering the services and the payment shall reduce the amount payable under this endorsement for the injury.

#### D. REIMBURSEMENT AND TRUST AGREEMENT – SECTIONS I AND II

In the event of any payment of benefits with respect to **bodily injury** sustained by an **eligible injured person** under this insurance:

- (1) **we** shall be entitled to the extent of the payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of that person against any person or organization legally responsible for the **bodily injury** because of which the payment is made, and **we** shall have a lien to the extent of the payment, notice of which may be given to the person or organization causing the **bodily injury**, the agent of that person, the insurer of the person, or a court having jurisdiction in the matter;
- (2) that person shall hold in trust for **our** benefit all rights of recovery which that person shall have against the other person or organization because of the **bodily injury**;
- (3) that person shall do whatever is proper to secure and shall do nothing after loss to prejudice those rights;
- (4) that person shall execute and deliver to **us** instruments and papers as may be appropriate to secure the rights and obligations of that person and **us** established by this provision.

**Our** rights as stated in this provision shall apply only after the person has been fully compensated for all damages which that person was legally entitled to recover.

#### E. SUBROGATION – SECTIONS I AND II

In the event of any payment of benefits with respect to **bodily injury** sustained by an **eligible injured person** under this insurance, **we** shall be subrogated, to the extent of the payment, to all the person's rights of recovery against any person or organization and that person shall execute and deliver instruments and papers and do whatever else is necessary to secure those rights. That person shall do nothing after loss to prejudice those rights.

**Our** rights as stated in this provision shall apply only after the person has been fully compensated for all damages which that person was legally entitled to recover.

#### F. OTHER INSURANCE – SECTION I

With respect to **bodily injury** sustained by a **relative**, if the **relative** is entitled to coverage for **medical expenses** or any similar coverages as a named insured under the terms of any other motor vehicle insurance policy affording direct benefits without regard to fault, this insurance shall apply only as excess insurance over such similar coverage paid or payable to the **relative** under the other policy.

With respect to **bodily injury** sustained by a person other than **you** or a **relative**, if that person is entitled to coverage for **medical expenses** or any similar coverages as named insured or **relative** under the terms of any other motor vehicle insurance policy affording direct benefits without regard to fault, this insurance shall apply only as excess insurance over the similar coverage paid or payable to that person under that other policy.

Except as provided in the foregoing paragraphs, if the **eligible injured person** is entitled to coverage for **medical expenses** under the terms of this or any other motor vehicle insurance policy against a loss covered under Section I, **we** shall not be liable under this policy for a greater proportion of the loss than the applicable limit of liability of this insurance bears to the total applicable limit of all the motor vehicle insurance.

No **eligible injured person** shall recover duplicate benefits for the same elements of loss under this or any similar insurance.

## G. OTHER INSURANCE – SECTIONS II AND III

With respect to **bodily injury** sustained by a person other than **you** or a **relative**, the coverage under Sections II and III shall apply only as excess insurance over any other similar insurance available to that person under the terms of any other motor vehicle insurance policy, and this coverage shall then apply only in the amount by which the limit of liability for this coverage exceeds the applicable limit of liability of that other insurance.

If an **eligible injured person**, who is **you** or a **relative** has other similar insurance available under the terms of this or any other motor vehicle insurance policy, the maximum recovery under all insurance shall not exceed the amount which would have been payable under the provisions of the insurance providing the highest dollar limit, and **we** shall not be liable for a greater proportion of any loss to which Sections II and III apply than the limit of liability under this coverage bears to the sum of the applicable limits of liability of this insurance and the other insurance.

## SECTION IV – MODIFICATION OF POLICY COVERAGES

In consideration of the insurance afforded under Section I of this coverage:

- (a) any amount payable under the Uninsured Motorist Coverage shall be applied in reduction of the amount of any **medical expense** benefits which are paid or payable under this or any other motor vehicle insurance policy because of **bodily injury** to an **eligible injured person**;
- (b) any motorcycle medical payments or motorcycle medical expense insurance afforded under the policy with respect to an **insured motor vehicle** which is registered or principally garaged in Arkansas is replaced by the insurance afforded under Section I of this coverage.

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## PART III – MOTORCYCLE DAMAGE

### COVERAGE D – COMPREHENSIVE

**We** will pay for **loss** to **your insured motorcycle**, except **loss** caused by collision or upset, less any applicable deductibles. **Loss** caused by missiles, falling objects, fire, theft or larceny, explosion,

earthquake, windstorm, hail, water, flood, malicious mischief or vandalism, riot or civil commotion, impact with a bird or animal, or breakage of glass is payable under this coverage.

### COVERAGE E – COLLISION

**We** will pay for **loss** to **your insured motorcycle** caused by collision between it and another object or its upset, less any applicable deductibles.

The first \$200 of the deductible amount will not apply to **loss** caused by a collision of **your insured motorcycle** with another vehicle insured by **us**.

### ADDITIONAL RESTRICTION APPLYING TO COVERAGE E – COLLISION ONLY

**We** will not pay for loss to **your insured motorcycle** caused by collision if the operator of **your insured motorcycle** is a licensed driver who resides with **you** and is not listed on the Declarations as a driver. This restriction shall not apply if **you** notify **us** within 90 days after the date the driver becomes licensed or begins living with **you**.

This restriction shall not apply to the interests of the lessor or lienholder shown on the Declarations.

### ADDITIONAL PAYMENTS

- (1) **We** will reimburse **you** for transportation costs if **your insured motorcycle** covered by PART III – MOTORCYCLE DAMAGE is stolen. Transportation costs shall not exceed \$25 per day. The payment period begins 48 hours after **you** tell **us** of the theft and notify the police. The period ends when:
  - (a) **we** offer to pay for the **loss**;
  - (b) the **motorcycle** is returned to use; or
  - (c) **we** have paid \$750, whichever occurs first.
- (2) **We** will pay up to \$500 per occurrence, subject to the applicable deductible, for **loss** to the **motorcycle** safety helmets worn by **you** and **your** passenger which results from a covered **loss**.
- (3) **We** will pay up to \$1,000 per occurrence, subject to the applicable deductible, for loss to **motorcycle** safety apparel that results from a covered physical damage **loss** to **your insured motorcycle**. If the **loss** is due to theft, **your** entire **motorcycle** must be stolen. The most **we** will pay in any one occurrence is \$1,000 even though more than one person has a **loss**.

## COVERAGE FOR NON-OWNED MOTORCYCLES

The coverages in this section that **you** have on **your insured motorcycle** extend to a **loss** to a **non-owned motorcycle** while it is driven by or in the custody of an **insured person**.

### ADDITIONAL DEFINITIONS USED IN PART III ONLY

As used in this Part:

- (1) "**Actual cash value**" means the amount, including labor, which it would cost to repair or replace covered property with material of like kind and quality, less allowance for physical deterioration, depreciation, and betterment. **Actual cash value** may also be determined by the market value, age and condition at the time the **loss** occurred. Any deductible amount that applies is then subtracted.
- (2) "**Insured person**" means:
  - (a) with respect to **your insured motorcycle**:
    - (i) **you** or a **relative**; and
    - (ii) a person or organization using **your insured motorcycle** if its use is within the scope of **your** permission.
  - (b) with respect to a **non-owned motorcycle**:
    - (i) **you** or a **relative**, provided the use is with the permission of the owner, and within the scope of such permission.
- (3) "**Loss**" means direct and accidental loss of or damage to **your insured motorcycle**, including its permanently installed **motorcycle accessories**.

### EXCLUSIONS

**We** do not cover **loss**:

- (1) to any **motorcycle** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools;
- (2) caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, or any consequence of any of these;
- (3) to tapes, discs, or similar items used with sound recording or reproducing equipment;
- (4) to sound receiving or transmitting equipment including that designed for use as citizens band radios, two-way mobile radios, scanning monitor receivers, telephones, or their accessories or antennas. Coverage does

- apply for that equipment when permanently installed on **your insured motorcycle**;
- (5) to equipment designed or used for the detection or location of radar;
  - (6) due and limited to wear and tear, freezing, mechanical or electrical breakdown or failure, unless the **loss** is caused by theft covered by this policy;
  - (7) to tires unless caused by theft, fire, or vandalism or unless other **loss** covered by this Part happens at the same time;
  - (8) to a **non-owned motorcycle** when used in a **motor vehicle business**;
  - (9) to **your insured motorcycle** due to conversion, embezzlement or secretion by any person in possession of the **motorcycle**;
  - (10) to any vehicle due to taking by any governmental authority;
  - (11) to any insured vehicle which is rented, leased, or subleased or under any purchase agreement or conditional sale to others;
  - (12) caused intentionally by or at the direction of any **insured person** even if the actual injury or damage is different than that which was expected or intended;
  - (13) to **your insured motorcycle** in, or in preparation for, any race, speed contest, hill climbing exhibition, or any other contest or demonstration;
  - (14) to **your insured motorcycle** resulting from its abandonment by an **insured person**;
  - (15) to **your insured motorcycle** arising out of its use in any unlawful trade or transportation;
  - (16) to any tools, clothing, or personal effects;
  - (17) to a vehicle other than **your insured motorcycle**; or
  - (18) resulting from the use of **your insured motorcycle** by any person without **your** permission.

### LIMITS OF LIABILITY

The limits of liability shown in the Declarations apply subject to the following:

- (1) the lesser of:
  - (a) the **actual cash value** of the stolen or damaged property; or
  - (b) the amount necessary to repair or replace the property; or
- (2) \$500 for a **trailer** not owned by **you** or a **relative**.
- (3) \$3,000 for **motorcycle accessories**.

The cost of repair or replacement is based upon one of the following:

- (1) the cost of repair or replacement agreed upon by **you** and **us**;
- (2) a competitive bid approved by **us**; or

- (3) 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 prevailing competitive price. **We** will include in the estimate parts sufficient to restore the vehicle to its preloss condition. **You** agree with **us** that such parts may include either parts furnished by the vehicle's manufacturer or parts from other sources including nonoriginal equipment manufacturers.

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.

Any deductible amount that applies is then subtracted.

#### LOSS SETTLEMENT

**We** may pay the **loss** in money or repair or replace damaged or stolen property. If the repair or replacement results in better than like kind and quality, **you** must pay for the amount of betterment. **We** may, at any time before the **loss** is paid or the property is replaced, return at **our** expense, any stolen property either to **you** or to the address shown in the Declarations, with payment for any covered damage. **We** may keep all or part of the property at the agreed or appraised value, but there will be no abandonment to **us**.

#### APPRAISAL

**You** or **we** may request appraisal of the **loss**. Each will appoint and pay a competent and disinterested appraiser and will equally share other appraisal expenses. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the **actual cash value** and the amount of **loss**. An award in writing by any two will determine the amount payable.

It is agreed that the appraisal is voluntary and nonbinding for both parties.

#### NO BENEFITS TO BAILEE

This insurance shall not in any way benefit any person or organization caring for or handling property for a fee.

#### OTHER INSURANCE

If there is other applicable similar insurance on a **loss** covered by this Part, **we** will pay **our** proportionate share as **our** limits of liability bear to the total limits of all applicable similar insurance. Insurance afforded under this Part for a **temporary substitute motorcycle** will be considered primary. Insurance afforded under this Part for a **non-owned motorcycle** is excess over any other applicable similar insurance. However, **we** will pay the difference between the deductibles if **your** deductible is smaller.

There is no coverage under this part for a **motorcycle** **you** acquire during the policy period if there is other **motorcycle** damage coverage on the newly acquired **motorcycle**.

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## PART IV – UNINSURED MOTORIST AND UNDERINSURED MOTORIST COVERAGES

#### COVERAGE J – UNINSURED MOTORIST COVERAGE

**We** will pay damages for **bodily injury** and property damage which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by accident and result from the ownership, maintenance, or use of the vehicle. Uninsured Motorist Property Damage Coverage is subject to a \$200 Deductible.

The deductible of \$200 on Uninsured Motorist Property Damage Coverage shall not apply if:

- (1) the vehicle involved in the accident is insured by the same insurer for both Collision and Uninsured Motorist Property Damage Coverages; and
- (2) the operator of the other vehicle has been positively identified and is solely at fault.

Determination whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between that person and **us**.

If suit is brought to determine legal liability or damages without **our** written consent, **we** are not bound by the resulting judgment.

## ADDITIONAL DEFINITIONS USED IN COVERAGE J ONLY

As used in this Part:

- (1) **"Insured person"** means:
  - (a) **you** or a **relative**;
  - (b) any other person while **occupying your insured motorcycle** if such use is within the scope of **your** permission; and
  - (c) **you** or a **relative** while **occupying a non-owned motorcycle**, provided **you** are driving the **non-owned motorcycle** and the use is with the permission of the owner and within the scope of such permission.
  - (d) any person for damages that person is entitled to recover because of **bodily injury to you**, a **relative**, or another occupant of **your insured car**.
- (2) **"Motor vehicle"** means a land **motor vehicle** or a trailer but does not mean a vehicle:
  - (a) operated on rails or crawler-treads;
  - (b) which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads; or
  - (c) located for use as a residence or premises.
- (3) **"Property damage"** means damage to **your insured motorcycle**, including a reasonable allowance for loss of its use.
- (4) **"Uninsured motor vehicle"** means a **motor vehicle**, the ownership, maintenance or use of which is:
  - (a) not insured by a **bodily injury** liability bond or policy at the time of the accident;
  - (b) insured by a liability bond or policy at the time of the accident which provides **bodily injury** liability limits less than the minimum **bodily injury** liability limits required by the financial responsibility law of the state in which **your insured motorcycle** is principally garaged;
  - (c) a **hit-and-run vehicle** whose operator or owner is unknown and which strikes:
    - (i) **you** or a **relative**;
    - (ii) a vehicle which **you** or a **relative** are **occupying**; or
    - (iii) **your insured motorcycle**; or
  - (d) insured by a **bodily injury** liability bond or policy at the time of the accident but the insurer:
    - (i) denies coverage; or

- (ii) is or becomes insolvent and there is no coverage available from any State, provincial, or association guaranty fund.

**"Uninsured motor vehicle"** does not mean a **motor vehicle**:

- (a) insured under the liability coverage of this policy;
- (b) owned by or furnished or available for the regular use of **you** or a **relative**;
- (c) owned or operated by a self-insurer as contemplated by a financial responsibility law, motor carrier law, or similar law; or
- (d) owned by a governmental unit or agency.

## EXCLUSIONS USED IN COVERAGE J ONLY

There is no coverage under COVERAGE J:

- (1) for **bodily injury** to an **insured person** while **occupying**, or when struck by, a **motor vehicle** owned by **you** or a **relative** for which insurance is not afforded under this Part;
- (2) if any **insured person** or the legal representative of any **insured person** makes a settlement without **our** written consent.
- (3) while **occupying your insured motorcycle** while it is used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools;
- (4) for **punitive or exemplary damages**;
- (5) to the extent it benefits:
  - (a) any insurer or self-insurer under any workers' compensation law, disability benefits law or similar law; or
  - (b) any governmental body or agency;

## LIMITS OF LIABILITY USED IN COVERAGE J ONLY

The limits of liability shown in the Declarations apply, subject to the following:

- (1) the limit for "each person" is the maximum **we** will pay as damages for **bodily injury** to one person in one accident, including damages for care and loss of services or consortium;
- (2) subject to the limit for "each person," the limit for "each accident" is the maximum **we** will pay as damages for **bodily injury** to two or more persons in one accident, including damages for care and loss of services or consortium;
- (3) the **property damage** liability limit for "each accident" is the maximum **we** will pay for damage to property in one accident.

We will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants, policies, or vehicles involved in the accident.

Amounts payable will be reduced by:

- (1) a payment made by the owner or operator of the **uninsured motor vehicle** or organization which may be legally liable; and
- (2) a payment under the Liability Coverage, Work Loss Coverage, or Accidental Death Benefit Coverage of this policy; and
- (3) a payment made or amount payable because of the **bodily injury** under any workers' compensation law, disability benefits law or similar law.

#### OTHER INSURANCE USED IN COVERAGE J ONLY

- (1) If the **insured person** sustains **bodily injury** as a pedestrian or while occupying a **temporary substitute motorcycle** or **non-owned motorcycle**, this coverage applies as excess over any other **uninsured motor vehicle** coverage.
- (2) If there is other similar insurance on a loss covered by this PART, **we** will pay **our** proportionate of the loss as **our** limit of liability bears to the total limits of all applicable similar insurance. Insurance afforded under this Part for a **temporary substitute motorcycle** will be considered primary. Insurance afforded under this Part for a **non-owned motorcycle** is excess over any other collectible **motorcycle** liability insurance.

#### COVERAGE UIM – UNDERINSURED MOTORIST COVERAGE

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle**. **Bodily Injury** must be caused by accident and must arise out of the ownership, maintenance, or use of the **underinsured motor vehicle**.

We will pay under this coverage only after the limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements.

#### ADDITIONAL DEFINITIONS USED IN COVERAGE UIM ONLY

As used in this Part:

- (1) "**Insured person**" means:
  - (a) **you** or a **relative**;

- (b) any other person while **occupying your insured motorcycle**; or
- (c) any person for damages that person is entitled to recover because of **bodily injury to you, a relative, or another occupant of your insured motorcycle**.

However, no person shall be considered an **insured person** if the person uses a vehicle without having sufficient reason to believe that the use is with permission.

- (2) "**Motor vehicle**" means a land **motor vehicle** or a trailer but does not mean a vehicle:
  - (a) operated on rails or crawler-treads;
  - (b) which is a farm type tractor or equipment designed for use principally off public roads, while not on public roads; or
  - (c) located for use as a residence or premises.

- (3) "**Underinsured motor vehicle**" means a land **motor vehicle** for which there is a **motor vehicle** liability policy or bond applicable at the time of the accident and the amount of insurance or bond is less than the amount of damages incurred by the insured.

#### EXCLUSIONS USED IN COVERAGE UIM ONLY

This coverage does not apply to:

- (1) **bodily injury** sustained by a person while **occupying a motor vehicle** owned by **you** or a **relative** for which insurance is not afforded under this Part, or through being struck by the motor vehicle;
- (2) **bodily injury** sustained by a person if that person or the legal representative of that person makes a settlement without **our** written consent;
- (3) **bodily injury** sustained by a person while **occupying your insured motorcycle** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense car pools; or
- (4) **punitive** or exemplary damages.

This coverage shall not apply directly or indirectly to the benefit of any insurer or self-insurer under any workers' compensation or disability benefits law, or any similar law.

## LIMITS OF LIABILITY USED IN COVERAGE UIM ONLY

The limits of liability shown in the Declarations apply, subject to the following:

- (1) The limit of "each person" is the maximum for **bodily injury** sustained by one person in any one accident.
- (2) Subject to the limit for "each person," the limit for "each accident" is the maximum for **bodily injury** sustained by two or more persons in any one accident.

**We** will pay no more than these maximums regardless of the number of vehicles described in the Declarations, **insured persons**, claims, claimants or policies, or vehicles involved in the accident.

Any amounts payable will be reduced by:

- (1) any payment made by the owner or operator of the **underinsured motor vehicle** or organization which may be legally liable;
- (2) any payment made under the Liability Coverage, Personal Injury Protection Coverage, or Uninsured Motorist Coverage of this policy; and
- (3) any payment made or amount payable because of the **bodily injury** under any workers' compensation law, disability benefits law, or similar law.

## OTHER INSURANCE USED IN COVERAGE UIM ONLY

If there is other applicable similar insurance on a loss covered by this Part, **we** will pay only that proportion of the loss that **our** limit of liability bears to the total limits of all applicable similar insurance. Insurance afforded under this Part for a **temporary substitute motorcycle** will be considered primary. Insurance afforded under this Part for a **non-owned motorcycle** is excess over any other collectible **motorcycle** liability insurance.

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## PART V – GENERAL CONDITIONS

### 1. TERRITORY, POLICY PERIOD

This policy applies only to accidents, occurrences and losses within the United States, its territories or possessions, or Canada, or between their ports, during the policy period shown in the Declarations. The policy period is shown under "Policy Term" in the Declarations and is for successive

periods of six months each for which the renewal premium is paid. Payments must be made on or before the end of the current policy period. The policy period begins and ends at 12:01 a.m. Standard Time at the address shown in the Declarations.

### 2. PREMIUM

The premium for this policy is computed in accordance with **our** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded.

### 3. CONCEALMENT OR FRAUD

If **you** or any other **insured** under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss, then this policy is void as to **you** and any other **insured**.

### 4. CHANGES

This policy and the Declarations include all the agreements between **you** and **us** or any of **our** agents relating to this insurance. No change or waiver may be effected in this policy except by endorsement issued by **us**. If a premium adjustment is necessary **we** will make the adjustment as of the effective date of the change. When **we** broaden **your** coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in **your** state.

### 5. TWO OR MORE MOTORCYCLES INSURED

With respect to an accident or occurrence to which this and any other policy **we** issue to **you** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

### 6. SUIT AGAINST US

**We** may not be sued unless there is full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an **insured person** to pay is finally determined either by judgment against that person after actual trial, and appeal if any, or by written agreement between the **insured person**, the claimant, and **us**. No one shall have any right to make **us** a party to a suit to determine the liability of an **insured person**.

7. **OUR RECOVERY RIGHTS**

In the event of a payment under Coverages A, B, C, D, E, or J of this policy, or under any other coverage where permitted by applicable law, **we** are entitled to all the rights of recovery that the person or organization to whom payment was made has against another. That person or organization must sign and deliver to **us** any legal papers relating to that recovery, do whatever else is necessary to help **us** exercise those rights, and do nothing after loss to harm **our** rights.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimbursed to **us** to the extent of **our** payment.

**We** are to be repaid **our** payments, costs and fees of collection out of any recovery.

**Our** rights as stated in this provision shall apply only after the person has been fully compensated for all damages which that person was legally entitled to recover.

8. **ASSIGNMENT**

Interest in this policy may not be assigned without **our** written consent. If **you** die, the policy will cover:

- (1) the surviving spouse if living with **you** at the time of death;
- (2) any person having proper custody of **your insured motorcycle** until a legal representative is appointed; and
- (3) the legal representative while acting within the scope of duties of a legal representative.

9. **BANKRUPTCY**

Bankruptcy or insolvency of an **insured person** or of the estate of an **insured person** shall not relieve **us** of **our** obligations.

10. **CANCELLATION OR NONRENEWAL OF THIS POLICY**

**You** may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

**We** may cancel by mailing notice of cancellation to **you** at the address shown in the Declarations or by delivering the notice:

- (1) not less than 10 days prior to the effective date of cancellation for nonpayment of premium; or
- (2) not less than 20 days prior to the effective date of cancellation for any other circumstance.

If this policy has been in effect for 60 days or is a continuation or renewal policy, **we** may cancel only for those reasons allowed by law.

**We** will mail to **you** at the address shown in the Declarations or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period, if **we** decide not to renew or continue this policy.

This policy will automatically terminate at the end of the policy period if **you** or **your** representative do not accept **our** offer to renew or continue it. **Your** failure to pay the required continuation or renewal premium means that **you** have declined **our** offer.

If other insurance is obtained by **you** on **your insured motorcycle**, similar insurance afforded under this policy for that **motorcycle** will cease on the effective date of the other insurance.

If different requirements for cancellation and nonrenewal or termination of policies are applicable because of the laws of **your** state, **we** will comply with those requirements.

Proof of mailing a notice is proof of notice.

Upon cancellation **you** may be entitled to a premium refund; if so, **we** will send it to **you** but the making or offer of a refund is not a condition of cancellation. If this company cancels within its initial underwriting period allowed by **your** state, earned premiums shall be computed on a standard pro rata basis. All other cancellations, whether at **your** request or due to company action, shall have earned premiums computed using the following seasonal pro rata table:

**SEASONAL PRO RATA TABLE**

The percentage of the annual premium that is earned for each period for which coverage is provided is as follows:

<b>PERIOD OF COVERAGE</b>	<b>PERCENT OF ANNUAL PREMIUM EARNED</b>
January	2
February	2
March	4
April	8

PERIOD OF COVERAGE	PERCENT OF ANNUAL PREMIUM EARNED
May	12
June	16
July	16
August	16
September	12
October	8
November	2
December	2

Earned premium for periods of less than a month will be calculated on a pro rata basis using the above table.

The effective date of cancellation stated in a notice is the end of the policy period.

If **your** policy terminates due to nonpayment of premium, **we** will send **you** a notice of cancellation indicating the date the policy is cancelled. If **we** receive a premium payment after the cancellation date shown on the notice of cancellation, **we** may or may not reinstate **your** policy. Acceptance of a late premium payment will result in a lapse of coverage from the cancellation date to the date the late premium is accepted. The acceptance of a late premium shall not waive **our** right to refuse to accept any future late premium payment.

**11. LOSS PAYABLE CLAUSE**

It is agreed that loss or damages under Coverages D and E of this policy shall be paid to **you** and the loss payee shown in the Declarations as interest may appear.

The insurance covering the interest of the loss payee only, shall not be invalidated by **your** acts or negligence, unless the loss is due to **your** conversion, secretion, or embezzlement of **your insured motorcycle**. **We** have the right, however, to cancel this policy as provided in the policy and the cancellation shall terminate this agreement with respect to the loss payee's interest. When **we** cancel, **we** will give the same advance notice of cancellation to the loss payee as **we** give to the policyholder shown in the Declarations.

The loss payee may furnish any required proof of loss upon failure of the named **insured** to furnish same.

If any payment is made to the loss payee, which **we** would not have been obligated to make except for the provisions hereof, **we**, to the extent of such payment, shall thereupon be subrogated to the rights of the loss payee under all securities held by it as collateral for payment of the debt, or **we**, at **our** option, may pay the loss payee the whole amount of the principal and interest due on said debt and shall receive a full assignment of the mortgage or other securities. No subrogation shall impair the right of the loss payee to recover the full amount of its claim.

**12. CONFORMITY TO STATUTES**

Any terms of this policy which are in conflict with the statutes of the state in which this policy is issued are amended to conform to such statutes.

**IN WITNESS WHEREOF**, the Company caused this policy to be signed by its President and Secretary but if required by state law, the policy shall not be valid unless countersigned by a duly authorized representative of the Company.

  
 Robert J. Campbell, Secretary

  
 Gregory V. Ostergren, President

\_\_\_\_\_  
 Authorized Representative

**AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**REIMBURSEMENT OF CAR RENTAL EXPENSE**

It is agreed that **PART III - CAR DAMAGE, COVERAGE K** is added as follows:

**COVERAGE K - REIMBURSEMENT OF CAR RENTAL EXPENSE**

When the coverage amount shown in the Declarations is \$50, **COVERAGE K** will reimburse **you** for the following expenses:

1. Car Rental Expense. **We** agree to:

- (a) reimburse **you** up to \$50 per day for expenses **you** incur in renting a temporary substitute car from a rental agency or garage; or
- (b) pay **you** \$10 a day if **you** choose not to rent a car while **your insured car** is withdrawn from normal use,

when there is a **loss** to **your insured car** described in the Declarations which:

- (a) results in its withdrawal from normal use for more than 24 hours; and
- (b) the **loss** is covered under **PART III - CAR DAMAGE** of this policy.

Car Rental Expense is available when **your insured car** is not driveable due to the **loss** or when **you** leave it at a qualified repair facility for agreed repairs due to the **loss**. This coverage ends when the car is repaired or replaced, or **we** offer to pay for the **loss**, whichever occurs first.

2. Travel Expenses. When **your insured car** is involved in a **loss** more than 50 miles from home and is not driveable, **we** will reimburse **you** for the following expenses which **you** and any **relative** incur:

- (a) Commercial transportation fares to return to **your** home or to continue to **your** destination.
- (b) Extra meals and lodging required when the **loss** to **your insured car** causes a delay in **your** travel. For these expenses to be paid, they must occur between the time of the **loss** and **your** arrival at **your** home or destination or by the end of the fifth day, whichever occurs first.

The most **we** will pay for the total of Car Rental Expense and Travel Expenses incurred by all persons in any one occurrence is \$1,000.

**AMERICAN NATIONAL GENERAL INSURANCE COMPANY**

**LEISURE VEHICLE AMENDATORY ENDORSEMENT**

**We** agree to amend **your** policy as follows:

**I. DEFINITIONS**

A. The following definition is added:

**"Leisure vehicle"** means a vehicle used primarily for recreational purposes, with permanently installed facilities for cooking and/or eating and which is a:

- (a) self-propelled motor home;
- (b) travel trailer; or
- (c) camper trailer.

B. **"Your insured car"** is deleted and replaced by the following:

**"Your insured car"** means:

- (a) the vehicle described in the Declarations for which a premium charge is shown;
- (b) a **temporary substitute car**;
- (c) a vehicle **you** acquire during the policy period if it replaces a vehicle described in the Declarations. **You** must notify **us** within 30 days of its acquisition and pay **us** any additional premium due;
- (d) a vehicle **you** acquire during the policy period if it is an additional vehicle and **we** insure all **private passenger cars, utility vehicles, or leisure vehicles** owned by **you** on the date of **your** acquisition of the vehicle. **You** must notify **us** during the policy period and within 30 days after the date of acquisition of **your** election to make this and no other policy issued by **us** applicable to the vehicle and **you** must pay **us** any additional premium due.

II. In **PART III – CAR DAMAGE**, under **ADDITIONAL PAYMENTS**, the following coverages are added:

(1) A. Car Rental Expense. **We** agree to reimburse **you** up to \$100 per day for expenses **you** incur in renting a temporary substitute car from a rental agency or garage when there is a **loss** to **your insured car** described in the Declarations which:

- (1) results in its withdrawal from normal use for more than 24 hours; and
- (2) is covered under **PART III –CAR DAMAGE** of this policy; and
- (3) occurs more than 50 miles from the principal garaging location.

Car Rental Expense is available when **your insured car** is not driveable due to the **loss** or when **you** leave it at a qualified repair facility for agreed repairs due to the **loss**.

B. Travel Expenses. When **your insured car** is involved in a **loss** and is not driveable due to the **loss** or when **you** leave it at a qualified repair facility for agreed repairs due to the **loss**, **we** will reimburse **you** for extra expenses for meals and lodging.

This coverage ends when the car is repaired or replaced, or **we** offer to pay for the **loss**, whichever occurs first.

The most **we** will pay for Car Rental Expense and Travel Expenses incurred by all persons is \$100 per day with a maximum of \$1,500 for any one occurrence.

III. In **PART III – CAR DAMAGE** under **EXCLUSIONS**, item (7) is hereby deleted.

All other provisions of this policy apply.

## AMERICAN NATIONAL GENERAL INSURANCE COMPANY

### REIMBURSEMENT OF CAR RENTAL EXPENSE

It is agreed that **PART III - CAR DAMAGE**, COVERAGE K - Reimbursement of Car Rental Expense is added as follows:

When the coverage amount shown in the Declarations is \$25, COVERAGE K will reimburse **you** for the following expenses:

1. Car Rental Expense. **We** agree to:

- (a) reimburse **you** up to \$25 per day for expenses **you** incur in renting a substitute car from a rental agency or garage; or

when there is a **loss** of **your insured car** described in the Declarations which:

- (a) results in its withdrawal from normal use for more than 24 hours; and
- (b) the **loss** is covered under **PART III - CAR DAMAGE** of this policy.

Car Rental Expense is available when **your insured car** is not driveable due to the **loss** or when **you** leave it at a qualified repair facility for agreed repairs due to the **loss**. This coverage ends:

- (a) when the car is repaired or replaced; or
- (b) when we offer to pay for the **loss**,

whichever occurs first.

2. Travel Expenses. When **your** car is involved in a **loss** more than 50 miles from home and is not driveable, we will reimburse **you** for the following expenses which **you** and any **relative** incur:

- (a) Commercial transportation fares to return to **your** home or to continue to **your** destination.
- (b) Extra meals and lodging required when the **loss** to **your insured car** causes a delay in your travel. For these expenses to be paid they must occur between the time of the **loss** and **your** arrival at **your** home or destination or by the end of the fifth day, whichever occurs first.

When **your** Declarations indicate the coverage amount for COVERAGE K to be \$25:

1. THE MOST WE WILL PAY FOR THE TOTAL OF CAR RENTAL EXPENSES AND TRAVEL EXPENSES INCURRED BY ALL PERSONS IN ANY ONE OCCURRENCE IS \$750.



1949 E. SUNSHINE  
 SPRINGFIELD, MISSOURI 65899-0001  
 (417) 887-0220  
 www.ANPAC.com

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY**

POLICY NUMBER  
**03-A-A01-234-5**  
 POLICY TERM  
 05-10-08 TO 11-10-08

**THIS FAMILY AUTOMOBILE RENEWAL DECLARATION**

REPLACES ALL PRIOR DECLARATIONS, IF ANY, AND WITH POLICY PROVISIONS AND ANY ENDORSEMENTS ISSUED TO FORM A PART THEREOF COMPLETES THIS POLICY.  
 METHOD OF PAYMENT: EASY PAY PLAN - 0012345

AND SUBSEQUENT RENEWALS.

**NAMED INSURED AND ADDRESS**

**JOHN AND JANE DOE**  
**123 SOUTH MAIN STREET**  
**SPRINGDALE, AR 72762-0123**

**GARRAGING LOCATION:**  
**123 SOUTH MAIN STREET**  
**SPRINGDALE, AR 72762-0123**

**AGENT: W1111-A 1-B11**  
**KAREN SMITH**  
**P O BOX 401**  
**SPRINGDALE, AR 72762-1234**

**FOR CUSTOMER SERVICE:**  
**555-555-5555**

**DESCRIPTION OF INSURED PROPERTY**

RATED						
VEH	DR	DESCRIPTION	ID NUMBER	TYPE	SYM	BANDS
1	2	2006 TOYOTA CORROLA S 4D	1NXBR325E36Z606172	AUTO	19	L4-P5
2	1	1997 PONTIAC BONNEVILLE SS	1G2HZ5216VH270651	AUTO	13	L1-P1

**RATING INFORMATION, COVERAGES, PREMIUMS, AND LIMITS OF LIABILITY**

INSURANCE IS PROVIDED ONLY WITH RESPECT TO THOSE OF THE FOLLOWING COVERAGES WHICH ARE INDICATED BY A SPECIFIC LIMIT OF LIABILITY AND/OR PREMIUM APPLICABLE THERETO.

**RATING TERRITORY FOR ALL VEHICLES: 11**

VEHICLE	06 TOYOTA COROLLA S	97 PONTIAC BONNEVILLE
CLASS CODE	5YG02D	5YG02D
<b>BODILY INJURY LIABILITY</b>	<b>\$81.00</b>	<b>\$59.00</b>
LIMIT PER PERSON/OCCURRENCE	250,000/500,000	250,000/500,000
<b>PROPERTY DAMAGE LIABILTY</b>	<b>\$43.00</b>	<b>\$32.00</b>
LIMIT PER OCCURRENCE	250,000	250,000
<b>PERSONAL INJURY PROTECTION</b>		
MEDICAL PAYMENTS	<b>\$20.00</b>	<b>\$14.00</b>
LIMIT PER PERSON	5,000	5,000
ACCIDENTAL DEATH	<b>\$2.00</b>	<b>\$2.00</b>
WORK LOSS COVERAGE	<b>\$3.00</b>	<b>\$3.00</b>
<b>UNDERINSURED MOTORIST</b>	<b>REJECTED</b>	<b>REJECTED</b>
<b>UNINSURED MOTORIST</b>	<b>\$16.00</b>	<b>\$16.00</b>
LIMIT PER PERSON	25,000	25,000
LIMIT PER ACCIDENT	50,000	50,000
PROPERTY DAMAGE	25,000	25,000
<b>COMPREHENSIVE</b>	<b>\$78.00</b>	<b>\$46.00</b>
DEDUCTIBLE PER OCCURRENCE	100	100
<b>COLLISION</b>	<b>\$104.00</b>	<b>\$49.00</b>
DEDUCTIBLE PER OCCURRENCE	500	500
<b>TOWING AND LABOR/WINDSHIELD REPAIR</b>	<b>\$10.00</b>	<b>\$10.00</b>
LIMIT	100	100
<b>REIMBURSEMENT OF RENTAL EXPENSE</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
LIMIT PER DAY/AGGREGATE	25/750	25/750
<b>TOTAL</b>	<b>\$357.00</b>	<b>\$231.00</b>

\*\*THIS POLICY DOES NOT PROVIDE UNDERINSURED MOTORIST COVERAGE\*\*

	VEHICLES	ENDORSEMENTS	TAX/FEE	TOTAL PREMIUM	
TOTAL PREMIUMS	\$588.00			\$587.00	AUTHORIZED REPRESENTATIVE
DATE PRINTED	04/10/08	SEE DECLARATION SECTION II FOR ADDITIONAL INFORMATION SEE REVERSE SIDE FOR IMPORTANT INFORMATION			

**DECLARATIONS, SECTION II PAGE 1****POLICY TERM:05-10-08 TO 11-10-08****VEH. DR. #      RATING INFORMATION**

1	2	DRIVER IS UNDER 45 YEARS OLD, WORK USE < 10, MILEAGE IS 7,500 OR >, MULTI-CAR
2	1	DRIVER IS UNDER 45 YEARS OLD, WORK USE < 10, MILEAGE IS 7,500 OR >, MULTI-CAR

**VEH. DR. #      OPERATOR INFORMATION      AD&D      INC-LOSS      ACCDT/VIOLS/INEXP**

2	1	PRINCIPAL    M MAR DOE, JOHN	N	N	O	O	O
1	2	PRINCIPAL    F MAR DOE, JANE	N	N	O	O	O

**VEH.      POLICY DISCOUNTS**

1	COMP CLM FREE; PASV RST; TLC; PAC+; TKT FREE;
2	COMP CLM FREE; PASV RST; TLC; PAC+; TKT FREE;

**VEH.      THIS POLICY IS SUBJECT TO THE FOLLOWING FORMS AND ENDORSEMENTS**

1,2	#SA275 9-07	AR AUTOMOBILE AMENDATORY
1,2	#SA405AR 7-00	AUTOMOBILE POLICY

**LOSS PAYEE(S)/ADDITIONAL INTEREST(S)**

VEHICLE: 1  
MIDWEST AMERICA FEDERAL CR/UN  
1104 MEDICAL PARK DRIVE  
FT. WAYNE, IN 46825-5826  
LOSS PAYEE

**IMPORTANT POLICY INFORMATION**

#FA320 1106

**IMPORTANT INFORMATION ON HOW TO REPORT A CLAIM  
BUCKLE UP AND DRIVE DEFENSIVELY**

One in five drivers will have an accident this year. We hope it is not you. However, if it happens, remember to get the following information from the other driver:

1. Vehicle Owner's Name, Address, and Telephone Numbers
2. Make and Model of Vehicle
3. Car License Plate Number
4. Driver's Name (if other than owner), Address, and Telephone Numbers
5. Driver's License Number
6. Insurance Company Name and Policy Number
7. Owner's and Driver's Place of Employment
8. Promptly File State Safety Responsibility Forms

**REMEMBER TO REPORT YOUR CLAIM TO ANPAC<sup>®</sup> IMMEDIATELY (TOLL FREE) 1-800-333-2860**

*SERFF Tracking Number:* ANPC-125399027 *State:* Arkansas  
*Filing Company:* American National General Insurance Company *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 03-ANG-07-0676  
*TOI:* 19.0 Personal Auto *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)  
*Product Name:* AR ANG PPA  
*Project Name/Number:* AR ANG Auto F-PA/

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: ANPC-125399027 State: Arkansas  
Filing Company: American National General Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 03-ANG-07-0676  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: AR ANG PPA  
Project Name/Number: AR ANG Auto F-PA/

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 01/08/2008

**Comments:**  
Please see information on the form schedule.

**Satisfied -Name:** Cover Letter **Review Status:** Approved 01/08/2008

**Attachment:**  
AR12217f.ang.pdf



American National Corporate Centre  
 1949 East Sunshine  
 Springfield, MO • 65899-0001  
 417-887-0220 • Fax 417-887-1801  
<http://www.anpac.com>

American National Property And Casualty Co.  
 American National General Insurance Co.  
 American National Lloyds Insurance Co.  
 Pacific Property And Casualty Co.  
 ANPAC Louisiana Insurance Co.  
 American National County Mutual Insurance Co.

December 21, 2007

Arkansas Insurance Department  
 Property and Casualty Division  
 1200 West 3<sup>rd</sup> Street  
 Little Rock, AR 72201-1904

Re: American National General Insurance Company #408-39942  
 Private Passenger Automobile Program  
 Independent Filing of Forms  
 Company Filing #03-ANG-07-0676

American National General Insurance Company files herewith the following forms to be utilized with our Private Passenger Automobile Program:

<u>Form Number</u>	<u>Edition</u>	<u>Description</u>
SA-236	12-06	Limits of Liability Endorsement
SA-321	4-06	Additional Interest Endorsement – Joint Ownership
SA-511	4-06	Additional Interest Endorsement – Lessor
SA-738	4-06	Additional Interest Endorsement – Non-Owned Car Owned by a Business
SA-768	4-06	Additional Interest Endorsement – Interested Party
SA-1361	10-07	Arkansas RV UM and UIM Coverage Endorsement
SA-1362	10-07	Arkansas RV Selection/Rejection of UM and UIM Coverages
SA-1652	12-06	Full Timer Endorsement (25/50)
SA-1654	12-06	Full Timer Endorsement (50/100)
SA-1655	12-06	Full Timer Endorsement (100/300)
SA-1656	12-06	Full Timer Endorsement (250/500)
SA-1657	12-06	Full Timer Endorsement (300/500)
SA-1658	12-06	Full Timer Endorsement (500/500)
SA-1738	12-06	Motorcycle Limits of Liability Endorsement
SA-1811	4-06	Additional Interest Endorsement – Non-Owned Recreational Vehicle
SA-1812	4-06	Additional Interest Endorsement – Non-Owned Motorcycle
SA-1813	4-06	Additional Interest Endorsement – Joint Ownership Recreational Vehicle
SA-1814	4-06	Additional Interest Endorsement – Joint Ownership Motorcycle
SA-1832	4-06	Additional Interest Endorsement – Non-Owned Car
SA-2095	9-07	Named Non-Owner Coverage Endorsement



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SG-405AR	10-07	Arkansas ANG Automobile Policy
SG-581AR	10-07	Arkansas ANG Recreational Vehicle Policy
SG-595	9-07	Reimbursement of Auto Rental Expense (\$40)
SG-813AR	10-07	Arkansas ANG Motorcycle Policy
SG-1008	9-07	Reimbursement of Auto Rental Expense (\$50)
SG-1638	9-07	Leisure Vehicle Amendatory Endorsement
SG-2094	9-07	Reimbursement of Auto Rental Expense (\$25)
SM-484	1-06	Declaration Page
SM-1831	1-06	Declarations, Section II

These forms replace the following forms currently on file with your department:

<u>Form Number</u>	<u>Edition</u>	<u>Description</u>
SA-236	1-90	Limit of Liability Endorsement
SA-321	8-88	Additional Interest Endorsement – Owned Vehicle
SA-738	8-88	Additional Insured Endorsement – Non-Owned Car
SA-1652	3-03	Full Timer Endorsement (25/50)
SA-1654	3-03	Full Timer Endorsement (50/100)
SA-1655	3-03	Full Timer Endorsement (100/300)
SA-1656	3-03	Full Timer Endorsement (250/500)
SA-1657	3-03	Full Timer Endorsement (300/500)
SA-1658	3-03	Full Timer Endorsement (500/500)
SA-1738	10-04	Motorcycle Limits of Liability Endorsement
SM-484	12-92	Declaration Page

Forms Withdrawn:

<u>Form Number</u>	<u>Edition</u>	<u>Description</u>
SA-275	4-05	Arkansas Automobile Amendatory Endorsement
SA-405AR	7-00	Arkansas Family Auto Policy
SA-595	1-97	Reimbursement of Auto Rental Expense
SA-652	4-05	Arkansas Motorcycle Amendatory Endorsement
SA-813AR	8-00	Arkansas Motorcycle Policy
SA-1008	1-97	Reimbursement of Auto Rental Expense
SA-1396	2-99	Reimbursement of Cycle Rental
SA-1638	3-03	Leisure Vehicle Amendatory Endorsement

The purpose of this filing is to introduce the following revisions to our Arkansas American National General Insurance Company (ANGIC) auto program in order to create product differentiation between American National Property And Casualty Company (ANPAC) and ANGIC. We are revising some current endorsements and creating some new endorsements in order to be able to clearly cover the various additional interest situations that may arise.

New and Revised Forms:

1. The SA-236, Limits of Liability Endorsement, and the SA-1738, Motorcycle Limits of Liability Endorsement, are revised to include the entire Limits of Liability provision from the respective policies. This was done for clarification only and there is no intent to change coverage.
2. The SA-321, Additional Interest Endorsement – Joint Ownership, the SA-1813, Additional Interest Endorsement – Joint Ownership – Recreational Vehicle, and the SA-1814, Additional Interest Endorsement – Joint Ownership – Motorcycle, will extend Part I - Liability coverage and Part III – Car Damage coverage, to the designated joint owner to the extent of the joint owner’s insurable interest or liability exposure. These endorsements will be used when the insured vehicle is jointly owned by another party not listed as an insured on the policy.
3. The SA-511, Additional Interest Endorsement – Lessor, will extend Part I – Liability coverage and Part III – Car Damage coverage, to the designated lessor to the extent of the lessor’s insurable interest or liability exposure. This endorsement will be used when the insured vehicle is a leased vehicle as defined in the endorsement.
4. The SA-738, Additional Interest Endorsement – Non-Owned Car Owned by a Business, will extend Part I – Liability coverage and Part III – Car Damage coverage to the designated business to the extent of the business’s insurable interest or liability exposure. This endorsement will be used when the insured vehicle is provided to the named insured or spouse by an employer or business.
5. The SA-768, Additional Interest Endorsement – Interested Party, will extend Part I – Liability coverage to the designated interested party to the extent that party is vicariously liable or otherwise answerable for bodily injury or property damage arising out of the insured’s covered acts or omissions. This endorsement may be used in a situation such as when an insured drives their own vehicle on company business.
6. The SA-1361, Arkansas Recreational Vehicle Uninsured Motorist and Underinsured Motorist Coverage Endorsement is being added to be used with the new SG-581AR. We have added the American National General Insurance Company title to the heading of this form.
7. The SA-1362, Recreational Vehicle Selection or Rejection of Uninsured and Underinsured Motorist Coverages–Arkansas is being added to be used with the new SG-581AR. We have added the American National General Insurance Company title to the heading of this form.
8. The SA-1652, SA-1654, SA-1655, SA-1656, SA-1657 and SA-1658, Full Timer Endorsements, are revised under Additional Coverages Applying to Coverage PL and/or Coverage MP, item 3. is amended by increasing loss of earnings from \$50 per day to \$200 per day. Other editorial changes were made.

9. The SA-1811, Additional Interest Endorsement – Non-Owned Recreational Vehicle, the SA-1812, Additional Interest Endorsement – Non-Owned Motorcycle, and the SA-1832, Additional Interest Endorsement – Non-Owned Car, will extend Part I – Liability coverage and Part III – Car Damage coverage to the designated owner to the extent of the owner’s insurable interest or liability exposure. These endorsements may be used in a situation where the insured vehicle is solely owned by another party not listed as an insured on the policy.
10. The SA-2095, Named Non-Owner Coverage Endorsement, will extend Part I – Liability Coverage and Part IV – Uninsured Motorist and Underinsured Motorist Coverage to an individual who does not own a car, in whole or in part, but would like the coverage provided by an automobile insurance policy in the event he is driving a non-owned vehicle.
11. The SG-405AR, Arkansas ANG Automobile Policy and the SG-813AR, Arkansas ANG Motorcycle Policy are new policies created for our ANG program. These policies are the same as our SA-405AR and SA-813AR except that they do not provide Common Cause of Loss coverage or Rental/Travel Expense Coverage. Specifically, in Part III – Car Damage, under Additional Payments we have removed Car Rental Expense and Travel Expense and have replaced it with reimbursement for transportation costs when the insured vehicle is stolen. Under Part I – Liability, Additional Payments, item 5. is amended by increasing loss of earnings from \$50 per day to \$200 per day. Under Policy Agreement we have removed Common Cause of Loss Deductible in its entirety. We have also incorporated the Amendatory Endorsements into these policies.
12. The SG-581AR, Arkansas ANG Recreational Vehicle Policy is a new policy created for our ANG program. We have previously not offered RV in ANG but will now. The new policy is the same as our SA-581AR policy previously only used in our ANPAC program, except that it does not provide Common Cause of Loss Coverage, which is item 11. under Part IV – General Conditions in the ANPAC policy. We have also incorporated the Amendatory Endorsement into this policy.
13. The SG-595, SG-1008, and SG-2094, Reimbursement of Auto Rental Expense endorsements are new endorsements created for our ANG program. The SG-2094 is a new \$25 rental option to replace the \$25 rental taken out of the policy. The others are higher limits and are similar to the SA-595 and SA-1008 used in our ANPAC program. The differences are that we removed the last sentence of the endorsement which referenced the section of the policy regarding rental coverage, as this is not offered in the ANG policies, and we removed the ANPAC name from the top of the form.
14. SG-1638 Leisure Vehicle Amendatory Endorsement is a new endorsement created for our ANG program. It is similar to our SA-1638, the difference being that in item II, we revised a reference to the section of the policy regarding rental coverage, as this is not offered in the ANG policy, and we removed the ANPAC name from the top of the form. This

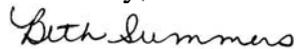
endorsement provides insurance coverage for a vehicle used primarily for recreational purposes with permanently installed facilities for cooking and/or eating. A leisure vehicle includes a self-propelled motor home, travel trailer, or a camper trailer. Coverage for Car Rental Expense and Travel Expense is provided up to \$100 per day with a maximum of \$1,500 for any one occurrence.

15. The SM-484, Declaration has been revised to display more policy and rating information.
  - a. The Lienholder(s)/Mortgagee(s) section and the Endorsement listing section have been removed. These sections will now be displayed on the new SM-1831.
  - b. A statement has been added notifying the policyholder to review Declaration Section II for additional information.

We propose this filing become effective March 26, 2008, for new business and March 29, 2008, for renewals.

If you have any questions regarding this filing, please feel free to contact me. Please acknowledge receipt in your usual manner.

Sincerely,



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Enclosures