

SERFF Tracking Number: ARKS-125371470 State: Arkansas
Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042712 \$50
Company Tracking Number: C-71
TOI: 19.0 Personal Auto Sub-TOI: 19.0002 Motorcycle
Product Name: Personal Auto
Project Name/Number: /

Filing at a Glance

Company: 11185 - FOREMOST INSURANCE COMPANY

Product Name: Personal Auto

TOI: 19.0 Personal Auto

Sub-TOI: 19.0002 Motorcycle

Filing Type: Form

Effective Date Requested (New):

Effective Date Requested (Renewal):

State Filing Description:

SERFF Tr Num: ARKS-125371470 State: Arkansas

SERFF Status: Closed

Co Tr Num: C-71

Co Status:

Author:

Date Submitted: 11/28/2007

State Tr Num: #3310042712 \$50

State Status: Fees verified and received

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

Disposition Date: 01/15/2008

Disposition Status: Approved

Effective Date (New): 02/01/2008

Effective Date (Renewal):

03/01/2008

General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 01/15/2008

State Status Changed: 01/15/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

NA NA,

NA

NA@NA.com

(123) 555-4567 [Phone]

SERFF Tracking Number: ARKS-125371470 State: Arkansas
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Project Name/Number: /

NA, AR 00000

Filing Company Information

11185 - FOREMOST INSURANCE COMPANY CoCode: 11185 State of Domicile: Arkansas
No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

SERFF Tracking Number: ARKS-125371470 State: Arkansas
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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	01/15/2008	01/15/2008

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Product Name: Personal Auto
Project Name/Number: /

Disposition

Disposition Date: 01/15/2008

Effective Date (New): 02/01/2008

Effective Date (Renewal): 03/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125371470 State: Arkansas
 Filing Company: 11185 - FOREMOST INSURANCE COMPANY State Tracking Number: #3310042712 \$50
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 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ARKS-125371470		No

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Rate data does NOT apply to filing.

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TOI: 19.0 Personal Auto Sub-TOI: 19.0002 Motorcycle
Product Name: Personal Auto
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125371470

01/16/2008

Comments:

Attachment:

ARKS-125371470.pdf

11/85

P. Auto

Alexa Grissom

From: Alexa Grissom
Sent: Tuesday, December 11, 2007 10:55 AM
To: 'kaan.cidanli@foremost.com'
Subject: D-5 and C-71

Dear Mr. Cidanli

This will acknowledge receipt of the above-captioned filings. Please be advised Guest Passenger Coverage is mandatory per Arkansas' Liability Law.

Please amend these filings to reflect such law.

Sincerely

Alexa B. Grissom
Certified Analyst
Property & Casualty
(501) 371-2803

Approved until withdrawn
or revoked
JAN 10 2008
Arkansas Insurance Department
By: *ABG*

Make plan of a mandator

AG

Property & Casualty Transmittal Document - Arkansas

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only *ARKS-175311470*

a. Date the filing is received: *OK 3310042712*

b. Analyst: *50.00*

c. Disposition:

d. Date of disposition of the filing: *11 forms*

e. Effective date of filing:

 New Business

 Renewal Business

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name **Group NAIC #**
0212

4. Company Name(s)	Domicile	NAIC #	FEIN #
Foremost Insurance Company Grand Rapids, Michigan	Michigan	11185	38-1407533

5. Company Tracking Number C-71

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

6. Name and address	Title	Telephone #s	FAX #	e-mail
Kaan K. Cidanli Foremost Insurance Company P. O. Box 2450 Grand Rapids, MI 49501-2450	State Filings Administrator	616-956-3645	616-956-2093	kaan.cidanli@foremost.com

7. Signature of authorized filer *[Signature]*

8. Please print name of authorized filer *Kaan K. Cidanli*

RECEIVED

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

9. Type of Insurance (TOI)	19.0000	NOV 27 2007
10. Sub-Type of Insurance (Sub-TOI)	19.0002	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A	PROPERTY AND CASUALTY DIVISION ARKANSAS INSURANCE DEPARTMENT
12. Company Program Title (Marketing title)	Motorcycle Program	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)	
14. Effective Date(s) Requested	New: February 1, 2008	Renewal: March 1, 2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16. Reference Organization (if applicable)	N/A	
17. Reference Organization # & Title	N/A	
18. Company's Date of Filing	November 19, 2007	
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved	

Property & Casualty Transmittal Document—Arkansas

20. This filing transmittal is part of Company Tracking # C-71

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

Honorable Mike Pickens
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE: Foremost Insurance Company Grand Rapids, Michigan
NAIC #212-11185
Motorcycle Program
Revision to the Form Section

Dear Commissioner Pickens:

We submit this filing for your formal stamp of approval or acknowledgment.

The attached Summary of Revisions has been developed to assist your review of this filing.

The following rule of implementation will apply:

This filing will be effective for all new policies written to be effective on and after February 1, 2008, and all renewals written to be effective on and after March 1, 2008. No policy effective prior to the above date is to be cancelled and rewritten to take advantage of or to avoid the application of this filing except at the request of the insured.

For your convenience, we have enclosed a duplicate for you to note with your approval or acknowledgement and return to us for our files.

KKC/cm/sjc

Enclosures: Transmittal Forms
Summary of Revisions, 11/07
Exhibits
Forms
Return Envelope

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

Check #: 3310042712
Amount: \$50.00

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

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

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE - Arkansas

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

1. This filing transmittal is part of Company Tracking #		C-71			
2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		C-70			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Underinsured Motorists Coverage - Arkansas	PP0434 10/07	[] New [x] Replacement [] Withdrawn	PP0434 01/05	
02	Uninsured Motorists Coverage - Arkansas	PP0495 10/07	[] New [x] Replacement [] Withdrawn	PP0495 11/05	
03	Personal Injury Protection Coverage - Arkansas	PP0582 10/07	[] New [x] Replacement [] Withdrawn	PP0582 06/94	
04	Transport Trailer	5445 10/05	[X] New [] Replacement [] Withdrawn		
05	Stolen Vehicle Recovery System	5659 09/06	[X] New [] Replacement [] Withdrawn		
06	Classic/Custom Motorcycle	5683 01/07	[] New [X] Replacement [] Withdrawn	5475 10/00	
07	Motorcycle Insurance Policy	5826 01/05	[] New [X] Replacement [] Withdrawn	5474 01/01	
08	Towing, Roadside Assistance, and Trip Interruption	5932 01/06	[] New [X] Replacement [] Withdrawn	3386 09/00 5407 01/02	
09	Additional Insured – Trust	5994 01/06	[x] New [] Replacement [] Withdrawn		
10	Additional Insured – Titleholder	5997 01/06	[x] New [] Replacement [] Withdrawn		
11	Amendment of Policy Provisions - Arkansas	6387 10/07	[] New [X] Replacement [] Withdrawn	6387 09/05	

PC FFS-1

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Foremost Insurance Company Grand Rapids, Michigan
212-11185

DESCRIPTION:

FORM NUMBER: **SEE ATTACHED SCHEDULE**

EDITION DATE:

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test score of **(SEE ATTACHED SCHEDULE)**, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Stat. Ann. §§23-80-301--23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Assistant Vice President

Title

If a policy is scored by a method other than Flesch Reading Ease Test, the alternate method should be explained in detail.

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION

ADDENDUM TO RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

<u>DESCRIPTION</u>	<u>FORM NUMBER</u>	<u>EDITION DATE</u>	<u>FLESCH SCORE</u>
Underinsured Motorists Coverage - Arkansas	PP0434	10/07	N/A
Uninsured Motorists Coverage - Arkansas	PP0495	10/07	N/A
Personal Injury Protection Coverage - Arkansas	PP0582	10/07	N/A
Transport Trailer	5445	10/05	55.081
Stolen Vehicle Recovery System	5659	09/06	34.667 w/policy 46.436
Classic/Custom Motorcycle	5683	01/07	43.643
Motorcycle Insurance Policy	5826	01/05	46.601
Towing, Roadside Assistance, and Trip Interruption	5932	01/06	61.063
Additional Insured – Trust	5994	01/06	43.899
Additional Insured – Titleholder	5997	01/06	34.509
Amendment of Policy Provisions - Arkansas	6387	10/07	46.602

11/07

**Foremost° Insurance Company
Grand Rapids, Michigan**

ARKANSAS

MOTORCYCLE PROGRAM

SUMMARY OF REVISIONS

FORM SECTION

Form PP0434 10/07 - Underinsured Motorists Coverage - Arkansas

This form replaces Form PP0434 01/05 - same title. We are revising this form to track with ISO Filing Designation Number PP-2007-OEND1.

Form PP0495 10/07 - Uninsured Motorists Coverage - Arkansas

This form replaces Form PP0495 11/05 - same title. We are revising this form to track with ISO Filing Designation Number PP-2007-OEND1.

Form PP0582 10/07 - Personal Injury Protection Coverage - Arkansas

This form replaces Form PP0582 06/94 - same title. We are revising this form to track with ISO Filing Designation Number PP-2007-OEND1.

Form 5826 01/05 – Motorcycle Insurance Policy

This form replaces current Form 5474 01/01 – Motorcycle Insurance Policy. Both policies have used Insurance Services Office Inc. Personal Auto Policy as the base. Our new policy incorporates changes approved in ISO's 01/05 edition of its Personal Auto Policy.

We have enclosed Exhibit A – Motorcycle Forms Comparison, which states the differences between our current and proposed policies. The comparison does not display the amendments made by ISO.

Form 5683 01/07 – Classic/Custom Motorcycle

This form replaces Form 5475 10/00 – same title.

Please refer to Exhibit B for details.

Form 5445 10/05 – Transport Trailer

This is a new form. It amends Part D – Insuring Agreement to provide coverage for a transport trailer. It deletes exclusion 12. "Loss to a transport trailer".

ARKANSAS

MOTORCYCLE PROGRAM

SUMMARY OF REVISIONS

FORM SECTION (continued)

Form 5932 01/06 – Towing, Roadside Assistance, and Trip Interruption

This form replaces Form 3386 09/00 – Towing and Roadside Assistance Coverage – Motorcycle and Form 5407 01/02 – Trip Interruption Coverage. Both coverages have been included in a single endorsement.

We have added "transport trailer" to the Towing and Roadside Assistance Coverage. No other changes were made to this coverage.

Form 6387 10/07 – Amendment of Policy Provisions – Arkansas

This form replaces our current Form 6387 09/05 – same title.

ISO's Form PP0177 10/07, which was designed to be used with its 01/05 edition of the Personal Auto Policy, was used as a base to develop our form.

The following major amendments were made –

- added Definition A.
- changed "your covered auto" to "your covered motorcycle".
- changed to track with the amendments made to the base policy as stated in Exhibit A.
- changed "auto" to "motorcycle"
- changed medical payments provision to provide for coverage \$500 in excess of the limit of liability for each "insured" who was wearing a helmet.

Form 5659 09/06 - Stolen Vehicle Recovery System

This is a new form. A deductible waiver up to \$500 is provided for a covered theft loss when the motorcycle is equipped with a stolen vehicle recovery system.

Form 5994 01/06 – Additional Insured – Trust

This is a new form.

This form simply adds a trust as shown in the Declarations, as an additional insured.

Form 5997 01/06 – Additional Insured – Titleholder

This is a new form.

This form simply adds a business organization (titleholder), as shown in the Declarations, as an additional insured.

ARKANSAS

MOTORCYCLE PROGRAM

SUMMARY OF REVISIONS

REPLACEMENT OF TABLE OF CONTENTS AND FORMS

Please withdraw:

Table of Contents - Revised Printing 11/05
Form PP0434 01/05 - Underinsured Motorists Coverage - Arkansas
Form PP0495 11/05 - Uninsured Motorists Coverage - Arkansas
Form PP0582 06/94 - Personal Injury Protection Coverage - Arkansas
Form 3386 09/00 – Towing and Roadside Assistance
Form 5407 01/02 – Trip Interruption
Form 5474 01/01 – Motorcycle Insurance Policy
Form 5475 10/00 – Classic/Custom Motorcycle
Form 6387 09/05 - Amendment of Policy Provisions - Arkansas

Please insert:

Table of Contents - Revised Printing 11/07
Form PP0434 10/07 - Underinsured Motorists Coverage - Arkansas
Form PP0495 10/07 - Uninsured Motorists Coverage - Arkansas
Form PP0582 10/07 - Personal Injury Protection Coverage - Arkansas
Form 5445 10/05 – Transport Trailer
Form 5659 09/06 – Stolen Vehicle Recovery System
Form 5683 01/07 – Classic/Custom Motorcycle
Form 5826 01/05 – Motorcycle Insurance Policy
Form 5932 01/06 – Towing Roadside Assistance, and Trip Interruption
Form 5994 01/06 – Additional Insured – Trust
Form 5997 01/06 – Additional Insured – Titleholder
Form 6387 10/07 - Amendment of Policy Provisions - Arkansas

Exhibit A - Motorcycle Forms Comparison

Motorcycle Policy 01/01	Motorcycle Policy 01/05	Explanation of Change
Definitions	Definitions	
F. "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.		Removed Definition F. "Diminution in value".
N. "Trailer" means a vehicle designed to be pulled by a "motorcycle".	M. "Trailer" means a vehicle designed to be pulled by a "motorcycle". "Trailer" does not include "transport trailer".	Clarified "trailer" Definition M. (formerly N.).
	N. "Transport trailer" means a non-powered vehicle designed and used for transporting "your covered motorcycle".	Added "transport trailer" Definition N.
PART A - Liability Coverage	PART A - Liability Coverage	
EXCLUSIONS	EXCLUSIONS	
B.3. Any vehicle participating in or practicing or preparing for any prearranged, organized or spontaneous racing, speed contest or stunt.	B.3. Any vehicle: a. Competing in; or b. Practicing or preparing for; any prearranged or organized racing, speed contest or stunt.	Removed "spontaneous" from Exclusion B.3.
PART B - Medical Payments Coverage	PART B - Medical Payments Coverage	
EXCLUSIONS	EXCLUSIONS	
10. Sustained while participating in or practicing or preparing for any prearranged, organized or spontaneous racing, speed contest or stunt.	10. Sustained while "occupying" any vehicle for the purpose of: a. Competing in; or b. Practicing or preparing for; any prearranged or organized racing, speed contest or stunt.	Removed "spontaneous" from Exclusion 10.
OTHER INSURANCE	OTHER INSURANCE	
Our share of loss will be excess over any other collectible medical insurance including those payable under: 1. The provisions of any disability benefits law or similar law. 2. Individual, blanket, or group accident, disability or hospitalization insurance. 3. Medical, surgical or hospital benefit, service or reimbursement plan. 4. Automobile, "motorcycle" or premises insurance affording benefits for medical payments or funeral expenses.	If this and other medical payments insurance apply to a loss, this insurance is primary. However, any insurance we provide with respect to a "motorcycle" you do not own shall be excess over any other collectible insurance providing payments for medical or funeral expenses.	Revised policy provisions to make coverage primary over any other collectible medical payments insurance.

Exhibit A - Motorcycle Forms Comparison

Motorcycle Policy 01/01	Motorcycle Policy 01/05	Explanation of Change
<p>PART D - Coverage for Damage to Your Motorcycle HELMETS AND SAFETY APPAREL</p> <p>In addition we will pay, without application of deductible, to a limit of \$1,000, for direct and accidental loss to any "helmets and safety apparel" worn by you or a passenger while "occupying" "your covered motorcycle". We will pay for such loss if the loss is caused by "collision" or contact with a bird or animal only if the Declarations indicate that Collision Coverage is provided for the "motorcycle".</p>	<p>PART D - Coverage for Damage to Your Motorcycle HELMETS AND SAFETY APPAREL</p> <p>In addition we will pay, without application of deductible, to a limit of \$1,500, for direct and accidental loss to any "helmets and safety apparel" worn by you or a passenger while "occupying" "your covered motorcycle". We will pay for such loss if the loss is caused by "collision" or contact with a bird or animal only if the Declarations indicate that Collision Coverage is provided for the "motorcycle".</p>	<p>Increased coverage limit for Helmets and Safety Apparel from \$1,000 to \$1,500.</p>
<p>EXCLUSIONS</p> <p>9. Loss to "your covered motorcycle" while participating in or practicing or preparing for any prearranged, organized or spontaneous racing, speed contest or stunt.</p>	<p>EXCLUSIONS</p> <p>9. Loss to "your covered motorcycle" while:</p> <ol style="list-style-type: none"> a. Competing in; or b. Practicing or preparing for; any prearranged or organized racing, speed contest, or stunt. 	<p>Removed "spontaneous" from Exclusion 9.</p>
<p>12. Loss caused by theft or larceny by any person to whom you gave possession of "your covered motorcycle".</p>	<p>10. Loss to "your covered motorcycle" or "transport trailer" while it is being used in the course of your "business" for demonstrations, exhibitions, parades, or other activities.</p> <p>12. Loss to a "transport trailer".</p>	<p>Added "transport trailer" to Exclusion 10.</p> <p>Added Exclusion 12. for "transport trailer".</p>
<p>13. Loss caused while "your covered motorcycle" was used in any unlawful trade or transportation.</p>	<p>13. Loss caused by theft or larceny of "your covered motorcycle" or "optional equipment" while it is in the care, custody or control of:</p> <ol style="list-style-type: none"> a. Any person you employed to sell it, whether for a fee or not; or b. Any entity engaged in the "business" of selling it. 	<p>Revised Exclusion 13. (formerly #12) to broaden coverage and clarify intent.</p>
<p>14. Loss to "your covered motorcycle" due to "diminution in value".</p>		<p>Removed former Exclusion #13.</p> <p>Removed Exclusion #14.</p>
<p>LIMIT OF LIABILITY</p> <p>A. Our limit of liability for loss will be the lesser of the:</p> <ol style="list-style-type: none"> 1. Actual cash value of the stolen or damaged property; or 2. Amount necessary to repair or replace the property with other property of like kind and quality. 	<p>LIMIT OF LIABILITY</p> <p>A. Our limit of liability for loss will be the lesser of the:</p> <ol style="list-style-type: none"> 1. Stated amount shown in the Declarations; or 2. Actual cash value of the stolen or damaged property; or 3. Amount necessary to repair or replace the property with other property of like kind and quality. 	<p>Added stated amount provision.</p>

Exhibit A - Motorcycle Forms Comparison

Motorcycle Policy 01/01	Motorcycle Policy 01/05	Explanation of Change
	D. We will not pay for loss consisting of actual or perceived reduction of market value after the damaged property has been restored to its pre-loss condition.	Added D.
PART F - General Provisions	PART F - General Provisions	
POLICY PERIOD AND TERRITORY	POLICY PERIOD AND TERRITORY	
B. The policy territory is: 1. The United States of America, its territories or possessions; 2. Puerto Rico; or 3. Canada. This policy also applies to loss to, or accidents involving, "your covered motorcycle" while being transported between their ports.	B. The policy territory is: 1. The United States of America, its territories or possessions; 2. Puerto Rico; or 3. Canada. This policy also applies to loss to, or accidents involving, "your covered motorcycle" or your "transport trailer" while being transported between their ports.	Added "transport trailer".
TERMINATION	TERMINATION	
C. Automatic Termination (second paragraph) If you obtain other insurance on "your covered motorcycle", any similar insurance provided by this policy will terminate as to that "motorcycle" on the effective date of the other insurance.	C. Automatic Termination (second paragraph) If you obtain other insurance on "your covered motorcycle" or "transport trailer", any similar insurance provided by this policy will terminate as to that "motorcycle" or "transport trailer" on the effective date of the other insurance.	Added "transport trailer".
	TRANSFER OF YOUR INTEREST IN THIS POLICY	
	A. 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered motorcycle" or "transport trailer".	Added "transport trailer".
Endorsements	Endorsements	
LOSS PAYABLE CLAUSE PP0305 08/86	LOSS PAYABLE CLAUSE 5618 10/04	Changed ISO form number to Foremost form number and changed reference to auto to motorcycle.
	LIMITED MEXICO COVERAGE 5674 10/04	Added ISO endorsement - LIMITED MEXICO COVERAGE - Changed ISO form number to Foremost form number and changed reference to auto to motorcycle.

EXHIBIT B – FORM COMPARISON

Classic/Custom Motorcycle Form 5683 01/07	Narrative	Classic/Custom Motorcycle Form 5475 10/00
<p>I. Definitions Definition H. is replaced by the following: H. "Motorcycle" means a two or three wheeled, self-propelled motor vehicle designed or licensed for use on public roads. "Motorcycle" includes "optional equipment".</p>	<p>Amended definition to include optional equipment</p>	<p>PART D - Coverage for Damage to Your Motorcycle A. The EXCLUSIONS section is amended as follows: Exclusion 11. does not apply.</p>
<p>II. PART D - Coverage for Damage to Your Motorcycle The EXCLUSIONS section is amended as follows: Exclusion 11. does not apply.</p>	<p>No change</p>	<p>PART D - Coverage for Damage to Your Motorcycle A. The EXCLUSIONS section is amended as follows: Exclusion 11. does not apply.</p>
	<p>Deleted – no replacement Base policy applies</p>	<p>B. The LIMIT OF LIABILITY section is replaced by the following: LIMIT OF LIABILITY A. Our limit of liability for loss will be the lesser of the: 1. Amount of insurance shown in the Declarations; 2. Actual cash value of the stolen or damaged property; or 3. Amount necessary to repair or replace the property with other property of like kind and quality. Our payment for loss will be reduced by any applicable deductible shown in the Declarations. B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.</p>

ARKANSAS

MOTORCYCLE PROGRAM

TABLE OF CONTENTS

SECTION	PAGE NUMBER
RULES	
Motorcycle Program Rules	1, 2 and E-1
RATES	
* Motorcycle Program Rates	R-1 thru R-37
FORMS	
	FORM NUMBER
Liability Coverage Exclusion Endorsement	PP0326 06/94
* Underinsured Motorists Coverage – Arkansas	PP0434 10/07
* Uninsured Motorists Coverage – Arkansas	PP0495 10/07
* Personal Injury Protection Coverage – Arkansas	PP0582 10.07
Towing and Roadside Assistance Coverage – Motorcycle	3386 09/00
Optional Equipment	5116 09/00
Additional Insured – Lessor	5162 10/00
Single Liability Limit	5217 09/00
Joint Ownership Coverage	5237 09/00
Trip Interruption Coverage	5407 01/02
* Transport Trailer	5445 10/05
* Stolen Vehicle Recovery System	5659 09/06
* Classic/Custom Motorcycle	5683 01/07
Replacement Cost Total Loss Settlement	5758 08/05
* Motorcycle Insurance Policy	5826 01/05
Endorsements contained in 5826 –	
Loss Payable Clause	5618 10/04
Limited Mexico Coverage	5674 10/04
* Towing, Roadside Assistance, and Trip Interruption	5932 01/06
* Additional Insured - Trust	5994 01/06
* Additional Insured - Titleholder	5997 01/06
Arkansas Notice	6386 02/02
* Amendment of Policy Provisions – Arkansas	6387 10/07
Declarations	81000 06/94

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE - ARKANSAS

PP0434 10/07

SCHEDULE

Limit Of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ each person			
\$ each accident	\$	\$	\$

INSURING AGREEMENT

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

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

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

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

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

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

SPECIMEN

1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion **(B.1.)** does not apply to a share-the-expense car pool.
 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.2.)** does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
 2. Deter others from similar conduct.

LIMIT OF LIABILITY

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

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

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A**, Part **B** or Part **C** of this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

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

- a. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - (2) To demonstrate the vehicle; or
 - b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.
3. If the coverage under this policy is provided:
- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and the "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

- 1. Send us copies of the legal papers if a suit is brought; and
- 2. Notify us in writing by certified mail, return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include:

- 1. Written documentation of monetary losses incurred, including copies of all medical bills;
- 2. Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- 3. Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

The following section is added:

GENERAL PROVISIONS

The following is added to the **Our Right To Recover Payment** Provision in Part F with respect to Underinsured Motorists Coverage:

OUR RIGHT TO RECOVER PAYMENT

- 1. We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.
- 2. Our rights do not apply under Paragraph A. if we:
 - a. Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
 - b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

However, no notice of a tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - ARKANSAS

PP0495 10/07

Part C - Uninsured Motorists Coverage is replaced by the following:

SCHEDULE

Uninsured Motorists Coverage	Limit Of Liability	Premium		
		Auto 1	Auto 2	Auto 3
Bodily Injury And Property Damage	\$ each person \$ each accident \$ each accident	\$	\$	\$
Bodily Injury Only	\$ each person \$ each accident	\$	\$	\$

INSURING AGREEMENT

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

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

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

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto" (including its loss of use).

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:

- a. You or any "family member";
- b. A vehicle which you or any "family member" are "occupying"; or
- c. "Your covered auto".

4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent within one year of the date of the accident.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designated mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

SPECIMEN

2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
 2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion **(B.2.)** does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.
 4. For the first \$200 of the amount of "property damage" to "your covered auto". This Exclusion **(B.4.)** does not apply if:
 - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
 - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
- C.** This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.
- D.** No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
 2. Deter others from similar conduct.

LIMIT OF LIABILITY

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

maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

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

- a. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - (1)** For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - (2)** To demonstrate the vehicle; or

- b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.
- 3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and the "insured" do not agree:
 - 1. Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured";from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - ARKANSAS

PP0582 10/07

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

SCHEDULE

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

SPECIMEN

I. DEFINITIONS

The Definitions section is amended as follows:

A. The following definitions are replaced:

1. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
2. With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Schedule or Declarations to which medical payments apply. This includes:
 - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.
 - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.

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

- a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.
 - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
- B. The following definitions are added:
1. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:

TRANSPORT TRAILER
5445 10/05

PART D - Coverage for Damage to Your Motorcycle

A. The **INSURING AGREEMENT** is amended to include:

E. We will pay to the limit shown in the Declarations for direct and accidental loss to the "transport trailer" you own described in this endorsement. A \$250 deductible will apply. If loss to your "transport trailer" and "your covered motorcycle" results from the same "collision" loss, only the

highest applicable deductible will apply. We will pay for loss to your "transport trailer" caused by:

1. Other than "collision".
2. "Collision".

B. The **EXCLUSIONS** section is amended as follows:
Exclusion 12. does not apply.

Description:

5445 10/05

All other provisions of your policy apply.

SPECIMEN

STOLEN VEHICLE RECOVERY SYSTEM

5659 09/06

PART D - Coverage for Damage to Your Motorcycle

INSURING AGREEMENT

The following is added:

C. We will waive up to \$500 of an applicable Other Than Collision deductible for loss to "your covered motorcycle" caused by theft or larceny if at the time of the loss the motorcycle was equipped with a stolen vehicle recovery system that was:

1. Purchased from an authorized motorcycle dealer;
2. Installed by a certified technician;
3. Registered in the system manufacturer's database;

4. Maintained in accordance with the system manufacturer's recommendations and requirements; and

5. Activated by silent radio signal sent by the system's manufacturer following your filing a stolen vehicle report with the police.

5659 09/06

All other provisions of your policy apply.

SPECIMEN

CLASSIC / CUSTOM MOTORCYCLE
5683 01/07

I. Definitions

Definition **H.** is replaced by the following:

H. "Motorcycle" means a two or three wheeled, self-propelled motor vehicle designed or licensed for use on public roads. "Motorcycle" includes "optional equipment".

II. PART D - Coverage for Damage to Your Motorcycle

The **EXCLUSIONS** section is amended as follows:

Exclusion 11. does not apply.

5683 01/07

All other provisions of your policy apply.

SPECIMEN

TOWING, ROADSIDE ASSISTANCE, AND TRIP INTERRUPTION
5932 01/06

TOWING AND ROADSIDE ASSISTANCE COVERAGE

If "your covered motorcycle", "trailer", or "transport trailer" breaks down, towing and roadside assistance coverage provides you with a toll-free phone number that you may use 24 hours a day, 365 days a year, in all 50 states and Canada. Just call the toll-free phone number, explain your problem and a towing/repair service will get you back on the road again or to a qualified service facility where repairs can be made.

If you request towing or roadside assistance through the toll-free number, all costs for the covered service, up to the limit in the Declarations, will be billed to us by the towing or service facility which assisted you.

If you do not request towing or roadside service assistance through the toll-free number, but arrange towing and roadside assistance yourself, we will provide you with towing and roadside assistance coverage as defined. In this instance, you must pay the service bills at the time service is provided and then submit receipts to us for reimbursement.

We will pay for all reasonable and necessary cost incurred for each breakdown. We will pay for:

towing to the nearest qualified service facility where repairs can be made during regular service hours if it will not run;

labor performed at the place of disablement, including such things as battery boost, gas, oil, fluid, or water (we will not pay for the batteries, gas, oil, fluid, or water); and

services performed by a professional locksmith.

TRIP INTERRUPTION COVERAGE

If "your covered motorcycle" is disabled and cannot be moved under its own power because of a "collision" loss we pay for in PART D - Coverage for Damage to Your Motorcycle, while more than 100 miles from your home, we will pay up to \$500 per occurrence for lodging, meals, and transportation costs incurred for each loss. We will pay:

up to \$100 per day for lodging;

up to \$50 per day for meals; and

up to \$50 per day for transportation

for a maximum of four (4) days from the time of loss.

SPECIMEN

ADDITIONAL INSURED - TRUST
5994 01/06

I. Definitions

The following is added to Paragraph C. of the **Definitions** Section:

For purposes of this policy, a "motorcycle" shall be deemed to be owned by the named insured if titled in the name of the trust shown in the Declarations as an additional insured.

II. PART A - Liability Coverage
INSURING AGREEMENT

B.3. also means, for "your covered motorcycle", the trust shown in the Declarations as an additional

insured, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

SPECIMEN

All other provisions of your policy apply.

5994 01/06

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ADDITIONAL INSURED - TITLEHOLDER
5997 01/06

I. Definitions

The following is added to Paragraph C. of the **Definitions** Section:

For purposes of this policy, a "motorcycle" shall be deemed to be owned by the named Insured if titled in the name of the business organization shown in the Declarations as an additional insured.

II. PART A - Liability Coverage

INSURING AGREEMENT

B.3. also means, for "your covered motorcycle", the business organization shown in the Declarations as

an additional insured, but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

All other provisions of your policy apply.

5997 01/06

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SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

6387 10/07

I. Definitions

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

A. With respect to uninsured or underinsured motorists coverage and personal injury protection coverage endorsements attached to the policy, the term "your covered auto" is replaced with "your covered motorcycle" and auto is replaced by motorcycle.

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

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

C. Definition **I.2.** is replaced by the following:

2. Coverage for a "newly acquired motorcycle" is provided as described below. If you ask us to insure a "newly acquired motorcycle" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired motorcycle" will begin at the time you request the coverage.

a. For any coverage provided in this policy except Coverage for Damage to Your Motorcycle, a "newly acquired motorcycle" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired motorcycle" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired motorcycle" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a "newly acquired motorcycle" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least

one "motorcycle". In this case, the "newly acquired motorcycle" will have the broadest coverage we now provide for any "motorcycle" shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one "motorcycle". If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired motorcycle", a Collision deductible of \$500 will apply.

c. Other Than Collision Coverage for a "newly acquired motorcycle" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one "motorcycle". In this case, the "newly acquired motorcycle" will have the broadest coverage we now provide for any "motorcycle" shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one "motorcycle". If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired motorcycle", an Other Than Collision deductible of \$500 will apply.

II. PART A - Liability Coverage

Part **A** is amended as follows:

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

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a

SPECIMEN

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

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

III. PART B - Medical Payments Coverage

Part B is amended as follows:

A. INSURING AGREEMENT

B.1. is replaced by the following:

B. "Insured" as used in this Part means:

1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by a motor vehicle or a trailer of any type.

B. LIMIT OF LIABILITY

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

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

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

However, we will pay up to \$500 in excess of the limit of liability for each "insured" who, at the time of the accident, was wearing a helmet that meets the minimal Department of Transportation (DOT) certification standards.

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

OTHER INSURANCE

If there is other applicable "motorcycle" medical payments insurance, this insurance is primary. Any insurance we provide with respect to a "motorcycle" you do not own, including any "motorcycle" while used as a temporary substitute for "your covered motorcycle", shall be excess over any other collectible "motorcycle" insurance

providing payments for medical or funeral expenses. However, we will provide primary insurance for a "motorcycle" you do not own if:

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

IV. PART D - Coverage for Damage to Your Motorcycle

Part D is amended as follows:

A. The last sentence of the **Payment Of Loss** Provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered motorcycle" or any non-owned "motorcycle" and we elect either to pay for loss in money or offer a comparable replacement "motorcycle", our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

1. Applicable taxes;
2. License fees; and
3. Other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement "motorcycle".

B. The **Other Sources Of Recovery** Provision is replaced by the following:

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a non-owned "motorcycle" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any other applicable physical damage insurance;
2. Any other source of recovery applicable to the loss.

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

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

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

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

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

V. PART F - General Provisions

Part F is amended as follows:

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

OUR RIGHT TO RECOVER PAYMENT

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

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

TERMINATION

Cancellation

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:

- a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice in all other cases.
3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered motorcycle";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

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

Nonrenewal

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

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

Automatic Termination

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

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

Other Termination Provisions

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

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

a. You cancel this policy because:

- (1) You have disposed of "your covered motorcycle", and you insure another "motorcycle" with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
- (2) "Your covered motorcycle" has been repossessed under the terms of a financing agreement; or
- (3) You are entering the armed forces of the United States of America; or

- (4) "Your covered motorcycle" or your "transport trailer" was stolen or destroyed, and you request cancellation:

(a) Within 30 days following the date "your covered motorcycle" or your "transport trailer" was stolen or destroyed; or

(b) Within 15 days of the time we determined "your covered motorcycle" or your "transport trailer" was destroyed, or if stolen, to be unrecoverable.

b. You cancel this policy but there remains in force with us a policy in your name insuring another "motorcycle".

c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

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

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

All other provisions of your policy apply.

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