

SERFF Tracking Number: SEPX-125855310 State: Arkansas  
Filing Company: Dairyland Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: PA AR0880554F01  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: Plain Talk Car & Plain Talk Motorcycle  
Project Name/Number: Rev Amend & Loss Pay Ends /PA AR0880554F01

## Filing at a Glance

Company: Dairyland Insurance Company

Product Name: Plain Talk Car & Plain Talk Motorcycle

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Filing Type: Form

SERFF Tr Num: SEPX-125855310 State: Arkansas

SERFF Status: Closed

Co Tr Num: PA AR0880554F01

Co Status:

Author: SPI SentryInsurancePC

Date Submitted: 10/13/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Alexa Grissom, Betty Montesi

Disposition Date: 10/16/2008

Disposition Status: Approved

Effective Date (New): 10/16/2008

Effective Date (Renewal):

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): 09/24/2008

State Filing Description:

## General Information

Project Name: Rev Amend & Loss Pay Ends

Project Number: PA AR0880554F01

Status of Filing in Domicile: Not Filed

Domicile Status Comments: Domiciled in WI - these are state-specific endorsements and not applicable in WI

Reference Organization:

Reference Title:

Filing Status Changed: 10/16/2008

State Status Changed: 10/16/2008

Corresponding Filing Tracking Number:

Filing Description:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Please see the attached filing letter. I was unable to attach all detail in the letter to this filing tab due to number of characters.

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## Company and Contact

### Filing Contact Information

Cheryl Kizewski, Product cheryl.kizewski@sentry.com  
 Compliance/Development - Analyst  
 1800 North Point Drive (715) 346-8136 [Phone]  
 Stevens Point, WI 54481 (715) 346-6044[FAX]

### Filing Company Information

Dairyland Insurance Company CoCode: 21164 State of Domicile: Wisconsin  
 1800 North Point Drive Group Code: 169 Company Type:  
 Stevens Point, WI 54481 Group Name: Sentry Insurance State ID Number:  
 Group  
 (715) 346-6000 ext. [Phone] FEIN Number: 39-1047310  
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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 #
Dairyland Insurance Company	\$50.00	10/13/2008	23144893

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	10/16/2008	10/16/2008

*SERFF Tracking Number:*      *SEPX-125855310*                      *State:*                      *Arkansas*  
*Filing Company:*              *Dairyland Insurance Company*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *PA AR0880554F01*  
*TOI:*                      *19.0 Personal Auto*                      *Sub-TOI:*                      *19.0001 Private Passenger Auto (PPA)*  
*Product Name:*              *Plain Talk Car & Plain Talk Motorcycle*  
*Project Name/Number:*      *Rev Amend & Loss Pay Ends /PA AR0880554F01*

## **Disposition**

Disposition Date: 10/16/2008

Effective Date (New): 10/16/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SEPX-125855310 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	AR - REG 29 - CERT OF COMPLIANCE, AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03)), AR - NAIC FORM FILING SCHEDULE	Approved	Yes
Supporting Document	5480.AR-210-0607 Mock up, 5480.AR-250-0607 Mock Up, 5480.AR-549-0607 Mock Up	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Amendatory Endorsement - AR - Auto	Approved	Yes
Form	Loss Payable Endorsement - Arkansas	Approved	Yes
Form	Amendatory Endorsement - AR - Motorcycle	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendatory Endorsement - AR - Auto	5480.AR-210-0607	06-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:53.50 5480.AR-210(11/05) Previous Filing #:		5480_AR-210-0607.PDF
Approved	Loss Payable Endorsement - Arkansas	5480.AR-250-0607	06-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:53.10 5480.00-250(2/91) Previous Filing #:		5480_AR-250-0607.PDF
Approved	Amendatory Endorsement - AR - Motorcycle	5480.AR-549-0607	06/07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:51.30 5480.AR-549(11/05) Previous Filing #:		5480_AR-549-0607.PDF

## AMENDATORY ENDORSEMENT - ARKANSAS AUTOMOBILE

This endorsement modifies *your* policy. Please read it carefully.

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.

The following is added to the "**Definitions**" section:

**Punitive or exemplary damages** are those which are imposed to punish a wrongdoer and to deter others from similar conduct.

Under **CARS WE INSURE** the section **Other Cars** is deleted and replaced by the following:

We insure other *cars you* with the permission of the owner, but not for collision or comprehensive insurance.

We insure *cars* rented or leased by *you* from a duly licensed rental company for up to 90 days. Coverage will be provided equal to the best coverage for any *car* insured under this policy.

We don't insure other *cars* owned by, or furnished for the regular use of, *you* for resident members of *your* family.

The following replaces the "**WHAT TO DO WHEN AN ACCIDENT HAPPENS**" section in its entirety:

### **WHAT TO DO WHEN AN ACCIDENT HAPPENS**

When *you* are involved in a *car accident*, *you* or someone on *your* behalf must notify us as soon as possible.

When *you* notify us, tell us how the accident happened and the extent of any injuries or damages. If we need other information to investigate the *car accident*, we'll ask *you* for it. We may require it in writing. We may also require *you* or anyone seeking protection under this insurance to individually submit to examination under oath.

If *you* are injured, we may require that *you* be examined by a doctor we select. *You* must be examined when, where and as often as we may reasonably require. We may need *you* to provide medical records, copies of other records or authorization to obtain these records upon our request.

If the *car accident* involves a hit-and-run *motor vehicle* whose operator or owner can not be identified, it must be reported within a reasonable period of time to the police or Commissioner of Motor Vehicles. A written statement under oath telling us the facts of the *car accident* and the extent of any damages or injuries must be filed with us within 30 days after the accident has been reported. If *you* were *occupying a motor vehicle* at the time of the accident, *you* must make it available for our inspection.

If *you* have comprehensive or collision insurance, *you* must protect the *car* from any further damage. If *you* fail to do so, any further damage won't be recoverable under this policy. We'll pay any reasonable expenses incurred in protecting the *car*. We may require that *you* file with us a sworn proof of loss within 91 days after the accident. *You* must permit us to inspect *your* damaged *car* or property.

*You* must cooperate with us in our effort to investigate the accident or loss, settle any claims against *you* and defend *you*. *You* must also send us, promptly, any legal papers served on *you* or *your* representative as a result of a *car accident*. If *you* fail to promptly send us such legal papers, we may have the right to refuse *you* any further protection for the accident or loss.

If *your car* is stolen, *you* must report the theft within 24 hours to the police.

### **LIABILITY INSURANCE**

The following is added to the **LIABILITY INSURANCE "Additional Benefits"** section:

With respect to any suit in Alaska defended by us, we shall not be obligated to pay that portion of any prevailing party's attorney's fees awarded by a court under "Alaska Civil Rule 82" which, when combined with judgments and payments, exceeds the limits of liability stated in the declarations page of this policy.

The following is added to the **LIABILITY INSURANCE "Those Not Protected"** section:

The liability insurance of this policy doesn't apply to bodily injuries or property damage suffered by the person named on the declarations page, or to anyone who is a member of the family of the person named on the declarations page and who lives with that person.

The liability insurance of this policy doesn't apply to bodily injuries or property damage suffered by any person using the insured *motor vehicle* with *your* permission, or to anyone who is a member of the family of that person and who lives with that person.

### **MEDICAL EXPENSE INSURANCE**

Within the **Payment Of Benefits** section of the **MEDICAL EXPENSE INSURANCE** division of the policy the paragraph that begins "When we pay *your* medical expenses..." is deleted in its entirety.

### **UNINSURED MOTORIST INSURANCE**

The **UNINSURED MOTORIST INSURANCE** section in *your* policy is replaced in its entirety by the following:

### **UNINSURED MOTORIST INSURANCE**

#### **Our Promise To You**

We promise to pay damages, excluding punitive or exemplary damages, the owner or operator of an uninsured *motor vehicle* is legally obligated to pay because of bodily injury or property damage including loss of use *you* suffer in a *car accident*. We'll pay damages for bodily injury *you* suffer while *occupying a car*, or as a pedestrian, as a result of having been struck by an uninsured *motor vehicle*.

We'll pay for direct loss or damage to *your car* as a result of having been struck by an uninsured *motor vehicle* if the declarations page indicates that both bodily injury and property damage uninsured motorist insurance applies. We'll pay for the loss or damage to *your car* minus \$200. However, if we insure *your car* for both collision and uninsured motorist property damage coverage and the operator of the uninsured *motor vehicle* is positively identified and is solely at fault, we'll pay the full amount of the damage to *your car*. No payment will be made for loss paid or payable under the collision or comprehensive portions of the policy.

#### **Protection For Others**

Anyone *occupying* with *your* permission, a *car* we insure has the same rights and obligations that *you* have under this insurance.

#### **Those Not Protected**

Anyone *occupying your car* while it's hired or rented to others for a charge isn't protected by this insurance.

Anyone *occupying a motor vehicle you* are driving while it's available or being used to carry persons or property for a fee isn't protected by this insurance. This doesn't apply to ride sharing *car* pools.

Anyone *occupying a motor vehicle* owned by *you* or furnished for *your* regular use and not insured under this insurance isn't protected by this insurance.

#### **Uninsured Motor Vehicles**

A *motor vehicle* for which there is no liability policy or bond available at the time of the *car accident* with at least the minimum limits required by the financial responsibility law of Arkansas is an uninsured *motor vehicle*.

A *motor vehicle* which has insurance available at the time of the *car accident* but the company writing it is or becomes insolvent within one year of the date of the *car accident* or denies coverage is an uninsured *motor vehicle*.

A hit-and-run *motor vehicle* that strikes *you*, or a *motor vehicle you* are *occupying*, if the driver or owner can't be identified is an uninsured *motor vehicle*.

#### **Excluded Uninsured Motor Vehicles**

A *car* we insure or any *motor vehicle* owned by *you* or furnished for *your* regular use isn't an uninsured *motor vehicle*.

A *motor vehicle* that's owned or operated by a self-insurer within the meaning of any *motor vehicle* financial responsibility law, motor carrier law, or any similar law isn't an uninsured *motor vehicle*.

A *motor vehicle* owned by any governmental authority or agency isn't an uninsured *motor vehicle*.

#### **Bodily Injury and Property Damage Not Covered By This Insurance**

This insurance doesn't cover bodily injury or property damage including loss of use if, without our written consent, settlement is made or judgement is taken against anyone responsible for *your* injury or loss.

### **Payment of Damages**

We may pay *you*, *your* legal representative or anyone authorized by law to receive payment.

The amount of damages payable under this insurance will be reduced by the amount paid by or on behalf of anyone responsible for *your* injury or property damage including loss of use. This includes any amount paid or payable under the workers compensation law, disability benefits law or any similar law - exclusive of any state nonoccupational disability benefits law.

### **Trust Agreement**

When we pay damages under this insurance, *you* or *your* legal representative must agree in writing to repay us out of any damages recovered from anyone responsible for *your* injuries. *You* or *your* legal representative must also agree in writing to hold in trust and preserve for us the proceeds of recovery.

At our request, *you* or *your* legal representative must take any necessary action to recover the payments we've made under this insurance through a representative we select. Expenses of recovery will be repaid to us out of any damages recovered.

We will be entitled to recovery under this section only after *you* and anyone we protect have been fully compensated for damages.

### **Arbitration**

If we and *you*, or *your* legal representative don't agree on the legal responsibility of the uninsured motorist to pay *your* damages or the amount of the damages, then upon the consent of both parties, the disagreement will be settled by arbitration.

Arbitration will take place in the county where *you* live. It will be conducted under the rules of the American Arbitration Association unless we and *you* or *your* legal representative objects. In that case *you* will select one arbitrator and we'll select another. The two selected arbitrators will select a third. If the two arbitrators are unable to agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint a third arbitrator.

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

*You* will pay the arbitrator *you* choose, and we'll pay the arbitrator we choose. The expenses of the third arbitrator and all other expenses of arbitration will be shared equally by *you* and us.

### **Limits of Uninsured Motorist Insurance**

The limit of bodily injury insurance shown for "each person" is the maximum we'll pay for all claims by all persons for damages from bodily injury to any one person. Subject to the limit for "each person" the amount shown for "each accident" is the maximum we'll pay in damages for bodily injury to two or more persons.

The limit of property damage insurance shown for "each accident" is the maximum we'll pay for loss or damage to *your* property including loss of use.

Even though more than one *car* is listed on the declarations page and separate premiums are charged for each *car*, or more than one person is protected under this insurance, or more than one person is injured, the limit of uninsured motorist insurance won't be increased. When damages are payable on *your* behalf under more than one policy we've issued *you*, we won't pay more than the highest limit in any one such policy.

### **COLLISION INSURANCE and COMPREHENSIVE INSURANCE**

In the **COLLISION INSURANCE** and **COMPREHENSIVE INSURANCE** provisions, the section **Losses Not Covered By Collision Or Comprehensive Insurance** the paragraph beginning "This insurance does not cover any *car* you do not own..." is replaced with the following:

This insurance does not cover any *car* you do not own unless it is a substitute *car*, or it is a rental *car* rented from a duly licensed rental agency, or it is a *car* provided by a duly licensed automobile dealership when provided for *your* use as a demonstration vehicle, or it is listed on the declarations page.

The following is added to the "**Losses Not Covered By Collision or Comprehensive Insurance**" sections of **COLLISION AND COMPREHENSIVE INSURANCE**:

This insurance doesn't cover any diminution in value, meaning the actual or perceived loss in market or resale value which results from a direct and accidental loss to a *car* we insure and its equipment.

This insurance doesn't cover any loss to a *car* or its equipment insured by this policy due to taking by any governmental authority which results in any temporary or permanent loss of ownership or title, access to or use of that *car* or equipment.

This insurance does not cover theft or conversion which occurs to *your car* or a non-owned *car* prior to its delivery to *you*, or which occurs after *you* have delivered *your car* or non-owned *car* to a third party to whom *you* have authorized to sell, trade, or otherwise dispose of it.

The **Limits Of Payment Collision and Comprehensive Insurance** section of the policy is deleted in its entirety and replaced with the following:

#### **Limits Of Payment Collision and Comprehensive Insurance**

The maximum limits for losses won't exceed the lesser of: actual cash value of the property at the time of the loss; or the amount shown in the declarations page; or the cost to repair the damaged property; or the cost to replace the damaged property; whichever is less, minus any applicable deductible.

If we and *you* do not agree on the amount of the 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. In this event each party will select a competent appraiser. The appraisers will state separately the actual cash value and the amount of the loss. If they fail to agree, they will submit their differences to an umpire chosen by them. An appraisal decision will not be binding on either party.

*You* will pay the appraiser *you* choose, and we'll pay the appraiser we choose. The expenses of the umpire will be shared equally by *you* and us.

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

#### **GENERAL POLICY PROVISIONS**

The "**Our Right To Recover From Others**" section of **GENERAL POLICY PROVISIONS** is replaced in its entirety by the following:

#### **Our Right To Recover From Others**

After we have made payment under the Liability, Medical Expense, Uninsured Motorist, Underinsured Motorist, Comprehensive or Collision insurance of this policy, we have the right to recover the payment from anyone who may be held responsible. *You* and anyone we protect must do whatever is necessary to enable us to exercise our right. *You* and anyone we protect will do nothing to prejudice our rights.

We will be entitled to recovery under this section only after *you* and anyone we protect have been fully compensated for damages.

The following is added to the "**Changes in Your Policy**" section of **GENERAL POLICY PROVISIONS**:

The premium for each of *your cars* is based on information we received from *you* or other sources. Changes in this information during the policy term may result in a premium increase or decrease.

The following changes, without limitation, during the policy term may result in a premium increase or decrease.

- Addition or deletion of *cars* or coverages.
- Addition or deletion of operators of *your cars*.
- New place of principal garaging of *your cars*.

If these changes or other changes result in a premium increase or decrease, we will make these in accordance with our manual rules and/or rate filings.

Within the **Cancellation During The Policy Period** section of the **GENERAL POLICY PROVISION** division of the policy:

The paragraph that begins "*You* may cancel this policy..." is replaced with the following:

*You* may cancel this policy by mailing to us a written notice stating the future date *you* wish the cancellation to be effective. If there is any refund in premium, we'll mail it to *you* as soon as possible after the date of cancellation. The earned premium will be based on our short rate table. We will refund *you* 90% of the pro rata unearned premium.

The paragraph that begins "If we cancel this policy, we must..." is replaced with the following:

If we cancel this policy because *you* don't pay the premium when it's due, we must mail the notice of cancellation to *you* at least 10 days before this policy is to be cancelled. However, *your* payment of any past due premium after the termination or cancellation date and our acceptance of that payment is not a waiver of our right to insist on prompt payment, and *you* will have no coverage from the termination or cancellation date until

payment is received if we reinstate or rewrite *your* policy. If we cancel this policy for any other reason, we must mail the notice of cancellation to *you* and to any lending person or entity at least 20 days before this policy is to be cancelled. However, after all or any part of this policy has been in effect for more than 60 days or, if this policy is a renewal, effective immediately, our right to cancel is limited. We may then cancel this policy only if *you* don't pay the premium when it is due; *your* driver's license is suspended or revoked during the policy period; *you* were convicted of three speeding or reckless driving charges within the policy period, including the prior three months; or *you* misrepresent a fact which would have caused us not to issue *you* a policy. If there is any refund in premium, we'll mail it to *you* as soon as possible after the date of cancellation. The earned premium will be based on our pro rata table. This means that we'll keep premium for only those days that *you* were protected.

The following is added to the "**Cancellation During The Policy Period**" section of **GENERAL POLICY PROVISIONS**:

This policy may not be cancelled solely because of the administrative revocation or suspension of the driver's license of the owner or operator of the *motor vehicle* under Arkansas Code 5-65-104.

Within the **Renewal Provision** section of the policy is deleted in its entirety and is replaced with the following:

#### **Renewal Provisions**

We won't refuse to renew this policy solely because of *your* age, sex, marital status, place of residence, race, color, creed, national origin, ancestry or occupation.

This policy may be renewed by mutual consent. When we consent to renew this policy, *you* must pay the renewal premium in advance. Or, if *you* select a time payment plan, *you* must pay the required down payment in advance. *You're* policy will expire if we don't receive the required payment by the renewal date. However, *your* payment of any past due premium after the termination or cancellation date and our acceptance of that payment is not a waiver of our right to insist on prompt payment, and *you* will have no coverage from the termination or cancellation date until payment is received if we reinstate or rewrite *your* policy.

If we decide not to renew *your* policy, we'll mail to *you*, at your address shown on the declarations page, written notice of nonrenewal. The written notice will be mailed to *you* at least 30 days before the end of the policy term.

If we decide not to renew *your* policy, our mailing of notice to *your* address on the declarations page will constitute proof of notice as of the date we mail it.

We won't refuse to renew this policy except as of the expiration of a policy period which coincides with the end of a six-month period commencing with the policy's original effective date.

This policy may not be non-renewed solely because of the administrative revocation or suspension of the driver's license of the owner or operator of the *motor vehicle* under Arkansas Code 5-65-104.

In the **GENERAL POLICY PROVISIONS**, the section **Other Insurance**, the paragraph beginning "This insurance is primary for any *car*..." is deleted and replaced by the following:

This insurance is primary for any *car* described in the declarations page, or any additional or replacement *car* we insure.

This insurance is primary for any *car* being used as a substitute vehicle.

This insurance is primary for any *car* provided by a duly licensed rental agent or agency.

This insurance is primary for any *car* provided by a duly licensed automobile dealership when provided for use as a demonstration vehicle.

This insurance is excess for the use of any other *car* we insure.

The following provision is added to **GENERAL POLICY PROVISIONS**:

#### **CONCEALMENT OR FRAUD**

The entire policy will be void with respect to all persons insured under this policy if, whether before or after a loss, any person insured under this policy has:

- intentionally concealed or misrepresented any material fact or circumstance; or
- engaged in fraudulent, dishonest or criminal conduct; or
- made false statements

relating to this insurance.

## LOSS PAYABLE ENDORSEMENT - ARKANSAS

**Definition:** For the purposes of this endorsement only, the word *you* or *your* means the person in whose name the policy is issued as shown on the declaration page. *You* or *your* also means any other person or organizations having an interest in the described car as owner, lessor or an obligor of the Lienholder.

Loss or damage under this policy will be paid according to *your* interest and that of the Lienholder. We may make separate payments, due under this policy, according to the interest of each party.

Protection for the Lienholder will not be voided by *your* acts or omissions, or by change in title or ownership of the described vehicle. However, conversion, embezzlement or secretion by *you* is not covered.

The Lienholder must notify us of any known change of ownership or increase of hazard. On demand, the Lienholder must pay the premium for any increased hazard or premium due which *you* fail to pay. This endorsement becomes null and void if the Lienholder fails to meet these requirements.

We reserve the right to cancel this policy as permitted by its terms. This endorsement will terminate 10 days after notice of cancellation to the Lienholder in the case of non-payment of premium. If we cancel the policy for reasons other than non-payment of premium within the first 60 days of the original effective date, we will notify the entity covered by this endorsement 20 days prior to the effective date of the cancellation. If the policy has been in effect for more than 60 days or if this policy is a renewal with us, we will notify the entity covered by this endorsement 30 days prior to the end of the policy term.

If *you* fail to give proof of loss within the time allowed, the Lienholder may protect his interest by filing a proof of loss.

If we are required, because of this endorsement, to pay the Lienholder for a loss not covered by this policy, we are subrogated to all rights of the Lienholder. Our right to recover will not impair the right of the Lienholder to recover the full amount of its claim. At our option, we may pay the balance due the Lienholder in return for an assignment to us of his interest and the transfer to us of all documents and securities relating to his lien interest.

## AMENDATORY ENDORSEMENT - ARKANSAS (MOTORCYCLE)

This endorsement modifies *your* policy. Please read it carefully.

The following is added to the "Definitions" section:

**Punitive or exemplary damages** are those which are imposed to punish a wrongdoer and to deter others from similar conduct.

Under **MOTORCYCLES WE INSURE** the paragraph beginning "We insure other *motorcycles you use...*" is replaced by the following:

We insure other *motorcycles you use* with the permission of the owner, but not for collision or comprehensive insurance.

We insure *motorcycles* rented or leased by *you*, from a duly licensed rental company for up to 90 days. Coverage will be provided equal to the best coverage for any *motorcycle* insured under this policy.

We don't insure other *motorcycles* owned by, or furnished for the regular use of, *you* or resident members of *your* family.

The following replaces the "**WHAT TO DO WHEN AN ACCIDENT HAPPENS**" section in its entirety:

### **WHAT TO DO WHEN AN ACCIDENT HAPPENS**

When *you* are involved in a *motorcycle accident*, *you* or someone on *your* behalf must notify us as soon as possible.

When *you* notify us, tell us how the accident happened and the extent of any injuries or *damages*. If we need other information to investigate the accident, we'll ask *you* for it. We may require it in writing. We may also require *you* or anyone seeking protection under this insurance to individually submit to examination under oath.

If *you* are injured, we may require that *you* be examined by a doctor we select. *You* must be examined when, where and as often as we may reasonably require. We may need *you* to provide medical records, copies of other records or authorization to obtain these records upon our request.

If the accident involves a hit-and-run *motor vehicle* whose operator or owner can not be identified, it must be reported within a reasonable period of time to the police or Commissioner of Motor Vehicles. A written statement under oath telling us the facts of the accident and the extent of any *damages* or injuries must be filed with us within 30 days after the accident has been reported. If *you* were *occupying a motor vehicle* at the time of the accident, *you* must make it available for our inspection.

If *you* have comprehensive or collision insurance, *you* must protect the *motorcycle* from any further damage. If *you* fail to do so, any further damage won't be recoverable under this policy. We'll pay any reasonable expenses incurred in protecting the *motorcycle*. We may require that *you* file with us a sworn proof of loss within 91 days after the accident. *You* must permit us to inspect *your* damaged *motorcycle* or property.

*You* must cooperate with us in our effort to investigate the accident or loss, settle any claims against *you* and defend *you*. *You* must also send us, promptly, any legal papers served on *you* or *your* representative as a result of a *motorcycle accident*. If *you* fail to promptly send us such legal papers, we may have the right to refuse *you* any further protection for the accident or loss.

If *your motorcycle* is stolen, *you* must report the theft within 24 hours to the police.

### **LIABILITY INSURANCE**

The following is added to the "**Additional Benefits**" section of **LIABILITY INSURANCE**:

With respect to any suit in Alaska defended by us, we shall not be obligated to pay that portion of any prevailing party's attorney's fees awarded by a court under "Alaska Civil Rule 82" which, when combined with judgments and payments, exceeds the limits of liability stated in the declarations page of this policy.

The following is added to the "**Those Not Protected**" section of **LIABILITY INSURANCE**:

The liability insurance of this policy doesn't apply to bodily injuries or property damage suffered by the person named on the declarations page, or to anyone who is a member of the family of the person named on the declarations page and who lives with that person.

The liability insurance of this policy doesn't apply to bodily injuries or property damage suffered by any person using the insured *motor vehicle* with *your* permission, or to anyone who is a member of the family of that person and who lives with that person.

In the section **Bodily Injury Covered By This Insurance** found in the **LIABILITY INSURANCE** division of the policy the paragraph that begins "This insurance covers bodily injury..." is replaced with the following:

This insurance covers bodily injury, including loss of services, sickness, disease or death which results from the injury, caused by a *motorcycle accident* suffered by passengers and person's other than passengers. A passenger is any person while on or getting on or alighting from the insured *motorcycle*.

The **Limits Of Liability** section of the policy is deleted in its entirety and replaced with the following:

The limits of liability shown on the declarations page are the maximum amounts we'll pay in *damages* for any one *motorcycle accident*.

The limit for "each person" is the limit for all claims by all persons for *damages* from bodily injury to one person. Subject to the limit for "each person" the limit for "each accident" is the total limit for all claims for *damages* from bodily injury to two or more persons in any one *motorcycle accident*.

The limit for property damage is the limit for all claims for *damages*, direct or indirect, by all persons from damage to property in any one *motorcycle accident*. Even though more than one *motorcycle* is insured with us and separate premiums are charged for each *motorcycle*, or more than one person is protected under this insurance, the limits of liability won't be increased. When *damages* are payable on *your* behalf under more than one policy we've issued to *you*, we won't pay more than the highest limit in any one such policy.

### **MEDICAL EXPENSE INSURANCE**

The following is added to the "**Medical Expenses Covered By This Insurance**" section of **MEDICAL EXPENSE INSURANCE**:

If the operator or passenger of the insured *motorcycle* is wearing a *motorcycle* helmet at the time of the *motorcycle accident*, we will waive the medical expense deductible.

Within the **Payments Of Benefits** section of the **MEDICAL EXPENSE INSURANCE** division of the policy the paragraph that begins "When we pay *your* medical expenses..." is deleted in its entirety.

### **UNINSURED MOTORIST INSURANCE**

The "**Uninsured Motorist Insurance**" section in *your* policy is replaced in its entirety by the following:

### **UNINSURED MOTORIST INSURANCE**

#### **Our Promise To You**

We promise to pay *damages*, excluding punitive or exemplary *damages*, the owner or operator of an uninsured *motor vehicle* is legally obligated to pay because of bodily injury or property damage including loss of use *you* suffer in a *motor vehicle* accident. We'll pay *damages* for bodily injury *you* suffer while occupying a *motor vehicle*, or as a pedestrian, as a result of having been struck by an uninsured *motor vehicle*.

We'll pay for direct loss or damage to *your motorcycle* as a result of having been struck by an uninsured *motor vehicle* if the declarations page indicates that both bodily injury and property damage uninsured motorist insurance applies. We'll pay for the loss or damage to *your motorcycle* minus \$200. However, if we insure *your motorcycle* for both collision and uninsured motorist property damage coverage and the operator of the uninsured *motor vehicle* is positively identified and is solely at fault, we'll pay the full amount of the damage to *your motorcycle*. No payment will be made for loss paid or payable under the collision or comprehensive portions of the policy.

#### **Protection For Others**

Anyone *occupying* with *your* permission, a *motorcycle* we insure has the same rights and obligations that *you* have under this insurance.

#### **Those Not Protected**

Anyone *occupying your motorcycle* while it's hired or rented to others for a charge isn't protected by this insurance.

Anyone *occupying a motor vehicle you're* driving while it's available or being used to carry persons or property for a fee isn't protected by this insurance. This doesn't apply to ride sharing *motorcycle* pools

Anyone *occupying* a *motor vehicle* owned by *you* or furnished for *your* regular use and not insured under this insurance isn't protected by this insurance.

### **Uninsured Motor Vehicles**

A *motor vehicle* for which there is no liability policy or bond available at the time of the *motor vehicle* accident with at least the minimum limits required by the financial responsibility law of Arkansas is an uninsured *motor vehicle*.

A *motor vehicle* which has insurance available at the time of the *motor vehicle* accident but the company writing it is or becomes insolvent within one year of the date of the *motor vehicle accident* or denies coverage is an uninsured *motor vehicle*.

A hit-and-run *motor vehicle* that strikes *you*, or a *motor vehicle* *you* are *occupying*, if the driver or owner can't be identified is an uninsured *motor vehicle*.

### **Excluded Uninsured Motor Vehicles**

A *motor vehicle* owned by *you* or furnished for *your* regular use isn't an uninsured *motor vehicle*.

A *motor vehicle* that's owned or operated by a self-insurer within the meaning of any *motor vehicle* financial responsibility law, motor carrier law, or any similar law isn't an uninsured *motor vehicle*.

A *motor vehicle* owned by any governmental authority or agency isn't an uninsured *motor vehicle*.

### **Bodily Injury and Property Damage Not Covered By This Insurance**

This insurance doesn't cover bodily injury or property damage including loss of use if, without our written consent, settlement is made or judgement is taken against anyone responsible for *your* injury or loss.

### **Payment of Damages**

We may pay *you*, *your* legal representative or anyone authorized by law to receive payment.

The amount of *damages* payable under this insurance will be reduced by the amount paid by or on behalf of anyone responsible for *your* injury or property damage including loss of use. This includes any amount paid or payable under the workers compensation law, disability benefits law or any similar law - exclusive of any state nonoccupational disability benefits law.

### **Arbitration**

If we and *you*, or *your* legal representative don't agree on the legal responsibility of the uninsured motorist to pay *your damages* or the amount of the *damages*, then upon the consent of both parties, the disagreement will be settled by arbitration.

Arbitration will take place in the county where *you* live. It will be conducted under the rules of the American Arbitration Association unless we and *you* or *your* legal representative objects. In that case *you* will select one arbitrator and we'll select another. The two selected arbitrators will select a third. If the two arbitrators are unable to agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint a third arbitrator.

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

*You* will pay the arbitrator *you* choose, and we'll pay the arbitrator we choose. The expenses of the third arbitrator and all other expenses will be shared equally by *you* and us.

### **Trust Agreement**

When we pay *damages* under this insurance, *you* or *your* legal representative must agree in writing to repay us out of any *damages* recovered from anyone responsible for *your* injuries. *You* or *your* legal representative must also agree in writing to hold in trust and preserve for us the proceeds of recovery.

At our request, *you* or *your* legal representative must take any necessary action to recover the payments we've made under this insurance through a representative we select. Expenses of recovery will be repaid to us out of any *damages* recovered.

We will be entitled to recover under this section only after *you* and anyone we protect have been fully compensated for *damages*.

### Limits of Uninsured Motorist Insurance

The limit of bodily injury insurance shown for "each person" is the maximum we'll pay for all claims by all persons for *damages* from bodily injury to any one person. Subject to the limit for "each person" the amount shown for "each accident" is the maximum we'll pay in *damages* for bodily injury to two or more persons.

The limit of property damage insurance shown for "each accident" is the maximum we'll pay for loss or damage to *your* property including loss of use.

Even though more than one *motorcycle* is listed on the declarations page and separate premiums are charged for each *motorcycle*, or more than one person is protected under this insurance, or more than one person is injured, the limit of uninsured motorist insurance won't be increased. When *damages* are payable on *your* behalf under more than one policy we've issued *you*, we won't pay more than the highest limit in any one such policy.

### COLLISION INSURANCE

The **Losses Covered By This Insurance** section of the COLLISION INSURANCE division of the policy is deleted and replaced with the following:

#### Losses Covered By This Insurance

This insurance covers all direct and accidental collision accidents to *motorcycles* we insure.

This insurance does not cover a collision loss of more than one stereo tape, cassette or cartridge.

This insurance does not cover any loss due to war.

Under COLLISION INSURANCE, the **Losses Covered By This Insurance** section, the paragraph beginning "This insurance does not cover any *motorcycle* you do not own..." is replaced with the following:

This insurance does not cover any *motorcycle* you do not own unless it is a substitute *motorcycle*, or it is a rental *motorcycle* rented from a duly licensed rental agency, or it is a *motorcycle* provided by a duly licensed *motorcycle* dealership when provided for *your* use as a demonstration vehicle, or it is listed on the declarations page.

This insurance doesn't cover any diminution in value, meaning the actual or perceived loss in market or resale value which results from a direct and accidental loss to a *motorcycle* we insure and its equipment.

This insurance doesn't cover any loss to a *motorcycle* or its equipment insured by this policy due to taking by any governmental authority which results in any temporary or permanent loss of ownership or title, access to or use of that *motorcycle* or equipment.

Subject to the applicable deductible, we will pay for the loss of or damage to *motorcycle* safety helmets which results from a covered collision loss to *your motorcycle*.

The "**Limits Of Payment**" section of COLLISION INSURANCE is replaced in its entirety by the following:

#### Limits of Payment

The value identified on the declarations page as the actual cash value of *your motorcycle* is the maximum amount we will pay for a covered loss to *your motorcycle*, including any optional equipment and any other covered property. The limit identified on the declarations page as pertaining to optional equipment is the maximum we will pay for such equipment regardless of the value of that equipment on *your motorcycle*. It is not additional insurance and will be part of our payment under this coverage as determined below.

Our payment, subject to the limitation for optional equipment stated below, will not exceed the lesser of:

- the total of the actual cash value of *your motorcycle*, optional equipment and any other property we cover, which we determine at the time of loss; or,
- the amount identified on the declarations page as the maximum actual cash value of *your motorcycle*; or,
- the actual cost to repair or replace the damaged *motorcycle*, optional equipment and any other covered property.

However, if the optional equipment is damaged or destroyed, our payment for optional equipment will not exceed the lesser of:

- the actual cash value of that optional equipment that we determine at the time of loss; or,
- the amount shown on the declarations page as the optional equipment limit; or,

- that amount that will bring the total payment for the loss to our maximum limit of liability under this coverage as described above; or,
- the cost to repair or replace the damaged optional equipment.

### **COMPREHENSIVE INSURANCE**

The **Losses Covered By This Insurance** section of the **COMPREHENSIVE INSURANCE** division of the policy is deleted and replaced with the following:

This insurance covers all direct and accidental comprehensive losses to *motorcycles* we insure.

This insurance doesn't cover loss which is due and confined to wear and tear of mechanical or electrical breakdown or failure, unless it results from theft or other loss covered by this insurance.

This insurance doesn't cover a comprehensive loss of more than one stereo tape, cassette or cartridge.

This insurance does not cover any loss due to war.

Under **COMPREHENSIVE INSURANCE**, the **Losses Covered By This Insurance** section, the paragraph beginning "This insurance does not cover any *motorcycle you do now own...*" is replaced with the following:

This insurance does not cover any *motorcycle you do not own* unless it is a substitute *motorcycle*, or it is a rental *motorcycle* rented from a duly licensed rental agency, or it is a *motorcycle* by a duly licensed *motorcycle* dealership when provided for *your* use as a demonstration vehicle, or it is listed on the declarations page.

This insurance doesn't cover any diminution in value, meaning the actual or perceived loss in market or resale value which results from a direct and accidental loss to a *motorcycle* we insure and its equipment.

This insurance doesn't cover any loss to a *motorcycle* or its equipment insured by this policy, due to taking by any governmental authority which results in any temporary or permanent loss of ownership or title, access to or use of that *motorcycle* or equipment.

This insurance does not cover theft or conversion which occurs to *your motorcycle* or a non-owned *motorcycle* prior to its delivery to *you*, or which occurs after *you* have delivered *your motorcycle* or non-owned *motorcycle* to a third party to whom *you* have authorized to sell, trade, or otherwise dispose of it.

We will pay *you* for labor, towing and/or hauling costs, up to \$50 per loss, caused by disablement of *your motorcycle*. Labor costs, apply only to labor performed at the place of disablement. This applies only to *motorcycles* for which a specific towing and road service premium is shown on the declarations page.

Subject to the applicable deductible, we will pay for the loss of or damage to *motorcycle* safety helmets which results from a covered comprehensive loss. Theft of *motorcycle* safety helmets is not covered unless there was also a total theft of the *motorcycle*.

The "**Limits Of Payment**" section of **COMPREHENSIVE INSURANCE** is replaced in its entirety by the following:

#### **Limits Of Payment**

The value identified on the declarations page as the actual cash value of *your motorcycle* is the maximum amount we will pay for a covered loss to *your motorcycle*, including any optional equipment and any other covered property. The limit identified on the declarations page as pertaining to optional equipment is the maximum we will pay for such equipment regardless of the value of that equipment on *your motorcycle*. It is not additional insurance and will be part of our payment under this coverage as determined below.

Our payment, subject to the limitation for optional equipment stated below, will not exceed the lesser of:

- the total of the actual cash value of *your motorcycle*, optional equipment and any other property we cover, which we determine at the time of loss; or,
- the amount identified on the declarations page as the maximum actual cash value of *your motorcycle*; or
- the actual cost to repair or replace the damaged *motorcycle*, optional equipment and any other covered property.

However, if optional equipment is damaged or destroyed, our payment for optional equipment will not exceed the lesser of:

- the actual cash value of that optional equipment that we determine at the time of loss; or,
- the amount shown on the declarations page as the optional equipment limit; or,
- that amount that will bring the total payment for the loss to our maximum limit of liability under this coverage as described above; or,
- the cost to repair or replace the damaged optional equipment

## **GENERAL POLICY PROVISIONS**

The "**Our Right To Recover From Others**" section of **GENERAL POLICY PROVISIONS** is replaced in its entirety by the following:

### **Our Right To Recover From Others**

After we have made payment under the Liability, Medical Expense, Uninsured Motorist, Underinsured Motorist, Comprehensive or Collision insurance of this policy, we have the right to recover the payment from anyone who may be held responsible. *You* and anyone we protect must do whatever is necessary to enable us to exercise our right. *You* and anyone we protect will do nothing to prejudice our rights.

We will be entitled to recovery under this section only after *you* and anyone we protect have been fully compensated for *damages*.

The following is added to the "**Changes in Your Policy**" section of **GENERAL POLICY PROVISIONS**:

The premium for each of *your motorcycles* is based on information we received from *you* or other sources. Changes in this information during the policy term may result in a premium increase or decrease.

The following changes, without limitation, during the policy term may result in a premium increase or decrease.

- Addition or deletion of *motorcycles* or coverages.
- Addition or deletion of operators of *your motorcycles*.
- New place of principal garaging of *your motorcycles*.

If these changes or other changes result in a premium increase or decrease, we will make these in accordance with our manual rules and/or rate filings.

Within the **Cancellation During The Policy Period** section of the **GENERAL POLICY PROVISIONS** division of the policy the paragraph that begins "If we cancel this policy..." is replaced with the following:

If we cancel this policy because *you* don't pay the premium when it's due, we must mail the notice of cancellation to *you* at least 10 days before this policy is to be cancelled.

However, *your* payment of any past due premium after the termination or cancellation date and our acceptance of that payment is not a waiver of our right to insist on prompt payment, and *you* will have no coverage from the termination or cancellation date until payment is received if we reinstate or rewrite *your* policy. If we cancel this policy for any other reason, we must mail the notice of cancellation to *you* and to any lending person or entity at least 20 days before this policy is to be cancelled. However, after all or any part of this policy has been in effect for more than 60 days or, if this policy is a renewal, effective immediately, our right to cancel is limited. We may then cancel this policy only if *you* don't pay the premium when it is due; *your* driver's license is suspended or revoked during the policy period; *you* were convicted of three speeding or reckless driving charges within the policy period, including the prior three months; or *you* misrepresent a fact which would have caused us not to issue *you* a policy. If there is any refund in premium, we'll mail it to *you* as soon as possible after the date of cancellation. The earned premium will be based on our pro rata table. This means that we'll keep premium for only those days that *you* were protected.

Within the **Renewal Provisions** section of the **GENERAL POLICY PROVISIONS** division of the policy the paragraph that begins "If we decide not to renew *your* policy..." is replaced with the following:

If we decide not to renew *your* policy, we'll mail to *you*, at *your* address shown on the declarations page, written notice of nonrenewal. The written notice will be mailed to *you* at least 30 days before the end of the policy term.

If we decide not to renew *your* policy, our mailing of notice to *your* address shown on the declarations page will constitute proof of notice as of the date we mail it. However, *your* payment of any past due premium after the termination or cancellation date and our acceptance of that payment is not a waiver of our right to insist on prompt payment, and *you* will have no coverage from the termination or cancellation date until payment is received if we reinstate or rewrite *your* policy.

The following is added to the "**Renewal Provision**" section of **GENERAL POLICY PROVISIONS**:

We won't refuse to renew this policy except as of the expiration of a policy period which coincides with the end of a six-month period commencing with the policy's original effective date.

Under **GENERAL POLICY PROVISIONS**, the **Other Insurance** section is replaced by the following:

If there is other similar insurance applicable on the same basis as under any coverage provided by this policy, we will pay only our share of the loss. Our share is determined by adding up the limits of this insurance and all other insurance that applies on the same basis and finding the percentage of the total which our limits represent.

This insurance is primary for any *motorcycle* described in the declarations page, or any additional or replacement *motorcycle* we insure.

This insurance is primary for any *motorcycle* being used as a substitute vehicle.

This insurance is primary for any *motorcycle* provided by a duly licensed rental agent or agency.

This insurance is primary for any *motorcycle* provided by a duly licensed *motorcycle* dealership when provided for use as a demonstration vehicle.

This insurance is excess for the use of any other *motorcycle* we insure.

The following provision is added to **GENERAL POLICY PROVISIONS**:

**CONCEALMENT OR FRAUD**

The entire policy will be void with respect to all persons insured under this policy if, whether before or after a loss, any person insured under this policy has:

- Intentionally concealed or misrepresented any material fact or circumstance; or
- Engaged in fraudulent, dishonest or criminal conduct; or
- Made false statements;

relating to this insurance.

*SERFF Tracking Number:*      *SEPX-125855310*                      *State:*                      *Arkansas*  
*Filing Company:*              *Dairyland Insurance Company*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *PA AR0880554F01*  
*TOI:*                      *19.0 Personal Auto*                      *Sub-TOI:*                      *19.0001 Private Passenger Auto (PPA)*  
*Product Name:*              *Plain Talk Car & Plain Talk Motorcycle*  
*Project Name/Number:*      *Rev Amend & Loss Pay Ends /PA AR0880554F01*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: SEPX-125855310 State: Arkansas  
Filing Company: Dairyland Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: PA AR0880554F01  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: Plain Talk Car & Plain Talk Motorcycle  
Project Name/Number: Rev Amend & Loss Pay Ends /PA AR0880554F01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 10/16/2008

**Comments:**

**Attachment:**

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

**Satisfied -Name:** AR - REG 29 - CERT OF COMPLIANCE, AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03)), AR - NAIC FORM FILING SCHEDULE **Review Status:** Approved 10/16/2008

**Comments:**

**Attachments:**

AR - REG 29 - CERT OF COMPLIANCE.PDF  
AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4\_30\_03)).PDF  
AR - NAIC FORM FILING SCHEDULE.PDF

**Satisfied -Name:** 5480.AR-210-0607 Mock up, 5480.AR-250-0607 Mock Up, 5480.AR-549-0607 Mock Up **Review Status:** Approved 10/16/2008

**Comments:**

**Attachments:**

5480\_AR-210-0607 Mock up.PDF  
5480\_AR-250-0607 Mock Up.PDF  
5480\_AR-549-0607 Mock Up.PDF

**Satisfied -Name:** Cover Letter **Review Status:** Approved 10/16/2008

**Comments:**

**Attachment:**

*SERFF Tracking Number:*      *SEPX-125855310*                      *State:*                      *Arkansas*  
*Filing Company:*              *Dairyland Insurance Company*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *PA AR0880554F01*  
*TOI:*                      *19.0 Personal Auto*                      *Sub-TOI:*                      *19.0001 Private Passenger Auto (PPA)*  
*Product Name:*              *Plain Talk Car & Plain Talk Motorcycle*  
*Project Name/Number:*      *Rev Amend & Loss Pay Ends /PA AR0880554F01*

**Cover Letter.PDF**



## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>			
Sentry Insurance Group	169			
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
Dairyland Insurance Company	WI	21164	39-1047310	

<b>5. Company Tracking Number</b>	PA AR0880554F01
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	Cheryl L. Kizewski 1800 North Point Drive Stevens Point WI 54481	Product Compliance/Development - Analyst	715-346-8136 Ext. 8136	715-346-6044	cheryl.kizewski@sentry.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Cheryl L. Kizewski		

**Filing Information** (see General Instructions for descriptions of these fields)

<b>9.</b>	<b>Type of Insurance (TOI)</b>	19.0 Personal Auto
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	19.0001 Private Passenger Auto (PPA)
<b>11.</b>	<b>State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>	
<b>12.</b>	<b>Company Program Title (Marketing Title)</b>	Plain Talk Car and Plain Talk Motorcycle Programs
<b>13.</b>	<b>Filing Type</b>	<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)
<b>14.</b>	<b>Effective Date(s) Requested</b>	New:    After Approval                      Renewal:    After Approval
<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	
<b>18.</b>	<b>Company's Date of Filing</b>	10/13/2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document

20.	<b>This filing transmittal is part of Company Tracking #</b>	PA AR0880554F01
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21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Please refer to the attached filing letter and mock ups for detail concerning revisions.

22.	<b>Filing Fees</b> (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]
	<b>Check #:</b> N/A – no charge for serff filings. <b>Amount:</b>
	<b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b>

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

ARKANSAS INSURANCE DEPARTMENT  
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29  
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Dairyland Insurance Company 169-21164

DESCRIPTION: Amendatory Endorsement - AR - Auto

FORM NUMBER: 5480.AR-210-0607

EDITION DATE: 06-07

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 53.5, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. §§23-80-301—23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Vice President - Chief Actuary

Title

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

(Rev. 10-92)

ARKANSAS INSURANCE DEPARTMENT  
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29  
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Dairyland Insurance Company 169-21164

DESCRIPTION: Loss Payable Endorsement - Arkansas

FORM NUMBER: 5480.AR-250-0607

EDITION DATE: 06-07

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 53.1, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. §§23-80-301—23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Vice President - Chief Actuary

Title

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

(Rev. 10-92)

ARKANSAS INSURANCE DEPARTMENT  
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29  
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Dairyland Insurance Company 169-21164

DESCRIPTION: Amendatory Endorsement - AR - Motorcycle

FORM NUMBER: 5480.AR-549-0607

EDITION DATE: 06/07

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 51.3, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. §§23-80-301—23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Vice President - Chief Actuary

Title

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

(Rev. 10-92)

## ARKANSAS CERTIFICATE OF COMPLIANCE

*(You may print or type the information required by this form)*



I, Janet Fagan, Vice President - Chief Actuary of  
*(Name) (Title of Authorized Officer)*

Dairyland Insurance Company  
*(Name of Insurer)*

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- a. Arkansas Code Annotated;
- b. Arkansas Rules and Regulations;
- c. Arkansas Insurance Bulletins, Directives and Orders;
- d. Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- e. Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? <i>(Yes or No)</i> •	Yes
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If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number • PA AR0880554F01	
Signature of Authorized Officer •	
Name of Authorized Officer •	Janet Fagan
Title of Authorized Officer •	Vice President - Chief Actuary
Email address of Authorized Officer •	
Telephone # of Authorized Officer •	Date • 10-13-2008

*This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3<sup>rd</sup> St., Little Rock, AR 72201, telephone: 501-371-2800, or email: [information.pnc@state.ar.us](mailto:information.pnc@state.ar.us)*

## FORM FILING SCHEDULE

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	PA AR0880554F01
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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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	Amendatory Endorsement - AR - Auto	5480.AR-210-0607 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	5480.AR-210(11/05) 11-05	
02	Loss Payable Endorsement - Arkansas	5480.AR-250-0607 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	5480.00-250(2/91) 2/91	
03	Amendatory Endorsement - AR - Motorcycle	5480.AR-549-0607 06/07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	5480.AR-549(11/05) 11-05	
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

AMENDATORY ENDORSEMENT - ARKANSAS  
AUTOMOBILE

Form #  
Page - 4 -  
on all pages +  
justify right.

This endorsement modifies your policy. Please read it carefully.

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.

The following is added to the "Definitions" section:

**Punitive or exemplary damages** are those which are imposed to punish a wrongdoer and to deter others from similar conduct.

The following replaces the "WHAT TO DO WHEN AN ACCIDENT HAPPENS" section in its entirety:

← # Insert A  
WHAT TO DO WHEN AN ACCIDENT HAPPENS

When you are involved in a car accident, you or someone on your behalf must notify us as soon as possible.

When you notify us, tell us how the accident happened and the extent of any injuries or damages. If we need other information to investigate the car accident, we'll ask you for it. We may require it in writing. We may also require you or anyone seeking protection under this insurance to individually submit to examination under oath.

If you are injured, we may require that you be examined by a doctor we select. You must be examined when, where and as often as we may reasonably require. We may need you to provide medical records, copies of other records or authorization to obtain these records upon our request.

If the car accident involves a hit-and-run motor vehicle whose operator or owner can not be identified, it must be reported within a reasonable period of time to the police or Commissioner of Motor Vehicles. A written statement under oath telling us the facts of the car accident and the extent of any damages or injuries must be filed with us within 30 days after the accident has been reported. If you were occupying a motor vehicle at the time of the accident, you must make it available for our inspection.

If you have comprehensive or collision insurance, you must protect the car from any further damage. If you fail to do so, any further damage won't be recoverable under this policy. We'll pay any reasonable expenses incurred in protecting the car. We may require that you file with us a sworn proof of loss within 91 days after the accident. You must permit us to inspect your damaged car or property.

Follow up → You must cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. You must also send us, promptly, any legal papers served on you or your representative as a result of a car accident. If you fail to promptly send us such legal papers, we may have the right to refuse you any further protection for the accident or loss.

If your car is stolen, you must report the theft within 24 hours to the police.

LIABILITY INSURANCE

The following is added to the "Additional Benefits" section of LIABILITY INSURANCE

With respect to any suit in Alaska defended by us, we shall not be obligated to pay that portion of any prevailing party's attorney's fees awarded by a court under "Alaska Civil Rule 82" which, when combined with judgments and payments, exceeds the limits of liability stated in the declarations page of this policy.

The following is added to the "Those Not Protected" section of LIABILITY INSURANCE

The liability insurance of this policy doesn't apply to bodily injuries or property damage suffered by the person named on the declarations page, or to anyone who is a member of the family of the person named on the declarations page and who lives with that person.

The liability insurance of this policy doesn't apply to bodily injuries or property damage suffered by any person using the insured motor vehicle with your permission, or to anyone who is a member of the family of that person and who lives with that person.

MEDICAL EXPENSE INSURANCE

Within the **Payment Of Benefits** section of the MEDICAL EXPENSE INSURANCE division of the policy the paragraph that begins "When we pay your medical expenses..." is deleted in its entirety.

UNINSURED MOTORIST INSURANCE

The UNINSURED MOTORIST INSURANCE section in your policy is replaced in its entirety by the following:

## UNINSURED MOTORIST INSURANCE

### **Our Promise To You**

We promise to pay damages, excluding punitive or exemplary damages, the owner or operator of an uninsured *motor vehicle* is legally obligated to pay because of bodily injury or property damage including loss of use *you* suffer in a *car accident*. We'll pay damages for bodily injury *you* suffer while occupying a *car*, or as a pedestrian, as a result of having been struck by an uninsured *motor vehicle*. *italize*

We'll pay for direct loss or damage to *your car* as a result of having been struck by an uninsured *motor vehicle* if the declarations page indicates that both bodily injury and property damage uninsured motorist insurance applies. We'll pay for the loss or damage to *your car* minus \$200. However, if we insure *your car* for both collision and uninsured motorist property damage coverage and the operator of the uninsured *motor vehicle* is positively identified and is solely at fault, we'll pay the full amount of the damage to *your car*. No payment will be made for loss paid or payable under the collision or comprehensive portions of the policy.

### **Protection For Others**

Anyone *occupying* with *your* permission, a *car* we insure has the same rights and obligations that *you* have under this insurance.

### **Those Not Protected**

Anyone *occupying your car* while it's hired or rented to others for a charge isn't protected by this insurance. *italize*

Anyone *occupying a motor vehicle* ~~you're~~ driving while it's available or being used to carry persons or property for a fee isn't protected by this insurance. This doesn't apply to ride sharing car pools. *italize*

Anyone *occupying a motor vehicle* owned by *you* or furnished for *your* regular use and not insured under this insurance isn't protected by this insurance.

### **Uninsured Motor Vehicles**

A *motor vehicle* for which there is no liability policy or bond available at the time of the *car accident* with at least the minimum limits required by the financial responsibility law of Arkansas is an uninsured *motor vehicle*.

A *motor vehicle* which has insurance available at the time of the *car accident* but the company writing it is or becomes insolvent within one year of the date of the *car accident* or denies coverage is an uninsured *motor vehicle*.

A hit-and-run *motor vehicle* that strikes *you*, or a *motor vehicle* *you* are *occupying*, if the driver or owner can't be identified is an uninsured *motor vehicle*.

### **Excluded Uninsured Motor Vehicles**

A *car* we insure or any *motor vehicle* owned by *you* or furnished for *your* regular use isn't an uninsured *motor vehicle*.

A *motor vehicle* that's owned or operated by a self-insurer within the meaning of any *motor vehicle* financial responsibility law, motor carrier law, or any similar law isn't an uninsured *motor vehicle*.

A *motor vehicle* owned by any governmental authority or agency isn't an uninsured *motor vehicle*.

### **Bodily Injury and Property Damage Not Covered By This Insurance**

This insurance doesn't cover bodily injury or property damage including loss of use if, without our written consent, settlement is made or judgement is taken against anyone responsible for *your* injury or loss.

### **Payment of Damages**

We may pay *you*, *your* legal representative or anyone authorized by law to receive payment.

The amount of damages payable under this insurance will be reduced by the amount paid by or on behalf of anyone responsible for *your* injury or property damage including loss of use. This includes any amount paid or payable under the workers compensation law, disability benefits law or any similar law - exclusive of any state nonoccupational disability benefits law.

### **Trust Agreement**

When we pay damages under this insurance, *you* or *your* legal representative must agree in writing to repay us out of any damages recovered from anyone responsible for *your* injuries. *You* or *your* legal representative must also agree in writing to hold in trust and preserve for us the proceeds of recovery.

At our request, *you* or *your* legal representative must take any necessary action to recover the payments we've made under this insurance through a representative we select. Expenses of recovery will be repaid to us out of any damages recovered.

We will be entitled to recovery under this section only after *you* and anyone we protect have been fully compensated for damages.

### Arbitration

If we and *you*, or *your* legal representative don't agree on the legal responsibility of the uninsured motorist to pay *your* damages or the amount of the damages, then upon the consent of both parties, the disagreement will be settled by arbitration.

Arbitration will take place in the county where *you* live. It will be conducted under the rules of the American Arbitration Association unless we and *you* or *your* legal representative objects. In that case *you* select one arbitrator and we'll select another. The two selected arbitrators will select a third. If the two arbitrators are unable to agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint a third arbitrator.

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

*you* will pay the arbitrator *you* choose, and we'll pay the arbitrator we choose. The expenses of the third arbitrator and all other expenses of arbitration will be shared equally by *you* and us.

### Limits of Uninsured Motorist Insurance

The limit of bodily injury insurance shown for "each person" is the maximum we'll pay for all claims by all persons for damages from bodily injury to any one person. Subject to the limit for "each person" the amount shown for "each accident" is the maximum we'll pay in damages for bodily injury to two or more persons.

The limit of property damage insurance shown for "each accident" is the maximum we'll pay for loss or damage to *your* property including loss of use.

Even though more than one *car* is listed on the declarations page and separate premiums are charged for each *car*, or more than one person is protected under this insurance, or more than one person is injured, the limit of uninsured motorist insurance won't be increased. When damages are payable on *your* behalf under more than one policy we've issued *you*, we won't pay more than the highest limit in any one such policy.

### COLLISION INSURANCE and COMPREHENSIVE INSURANCE

*← insert (B)*  
The following is added to the "Losses Not Covered By Collision or Comprehensive Insurance" sections of COLLISION AND COMPREHENSIVE INSURANCE:

This insurance doesn't cover any diminution in value, meaning the actual or perceived loss in market or resale value which results from a direct and accidental loss to a *car* we insure and its equipment.

This insurance doesn't cover any loss to a *car* or its equipment insured by this policy due to taking by any governmental authority which results in any temporary or permanent loss of ownership or title, access to or use of that *car* or equipment.

This insurance does not cover theft or conversion which occurs to *your car* or a non-owned *car* prior to its delivery to *you*, or which occurs after *you* have delivered *your car* or non-owned *car* to a third party to whom *you* have authorized to sell, trade, or otherwise dispose of it.

The **Limits Of Payment Collision and Comprehensive Insurance** section of the policy is deleted in its entirety and replaced with the following:

### Limits Of Payment Collision and Comprehensive Insurance

The maximum limits for losses won't exceed the lesser of: actual cash value of the property at the time of the loss; or the amount shown in the declarations page; or the cost to repair the damaged property; or the cost to replace the damaged property; whichever is less, minus any applicable deductible.

If we and *you* do not agree on the amount of the 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. In this event each party will select a competent appraiser. The appraisers will state separately the actual cash value and the amount of the loss. If they fail to agree, they will submit their differences to an umpire chosen by them. An appraisal decision will not be binding on either party.

*you* will pay the appraiser *you* choose, and we'll pay the appraiser we choose. The expenses of the umpire will be shared equally by *you* and us.

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

### GENERAL POLICY PROVISIONS

The "**Our Right To Recover From Others**" section of GENERAL POLICY PROVISIONS is replaced in its entirety by the following:

### Our Right To Recover From Others

After we have made payment under the Liability, Medical Expense, Uninsured Motorist, Underinsured Motorist, Comprehensive or Collision insurance of this policy, we have the right to recover the payment from anyone who may be held responsible. *You* and anyone we protect must do whatever is necessary to enable us to exercise our right. *You* and anyone we protect will do nothing to prejudice our rights.

We will be entitled to recovery under this section only after *you* and anyone we protect have been fully compensated for damages.

The following is added to the "**Changes in Your Policy**" section of **GENERAL POLICY PROVISIONS**:

The premium for each of *your cars* is based on information we received from *you* or other sources. Changes in this information during the policy term may result in a premium increase or decrease.

The following changes, without limitation, during the policy term may result in a premium increase or decrease.

- Addition or deletion of *cars* or coverages.
- Addition or deletion of operators of *your cars*.
- New place of principal garaging of *your cars*.

If these changes or other changes result in a premium increase or decrease, we will make these in accordance with our manual rules and/or rate filings.

Within the **Cancellation During The Policy Period** section of the **GENERAL POLICY PROVISION** division of the policy:

The paragraph that begins "*You* may cancel this policy..." is replaced with the following:

*You* may cancel this policy by mailing to us a written notice stating the future date *you* wish the cancellation to be effective. If there is any refund in premium, we'll mail it to *you* as soon as possible after the date of cancellation. The earned premium will be based on our short rate table. We will refund *you* 90% of the pro rata unearned premium.

The paragraph that begins "If we cancel this policy, we must..." is replaced with the following:

If we cancel this policy because *you* don't pay the premium when it's due, we must mail the notice of cancellation to *you* at least 10 days before this policy is to be cancelled. However, *your* payment of any past due premium after the termination or cancellation date and our acceptance of that payment is not a waiver of our right to insist on prompt payment, and *you* will have no coverage from the termination or cancellation date until payment is received if we reinstate or rewrite *your* policy. If we cancel this policy for any other reason, we must mail the notice of cancellation to *you* and to any ~~bank or other~~ <sup>person or entity</sup> lending institution at least 20 days before this policy is to be cancelled. However, after all or any part of this policy has been in effect for more than 60 days or, if this policy is a renewal, effective immediately, our right to cancel is limited. We may then cancel this policy only if *you* don't pay the premium when it is due; *your* driver's license is suspended or revoked during the policy period; *you* were convicted of three speeding or reckless driving charges within the policy period, including the prior three months; or *you* misrepresent a fact which would have caused us not to issue *you* a policy. If there is any refund in premium, we'll mail it to *you* as soon as possible after the date of cancellation. The earned premium will be based on our pro rata table. This means that we'll keep premium for only those days that *you* were protected.

The following is added to the "**Cancellation During The Policy Period**" section of **GENERAL POLICY PROVISIONS**:

This policy may not be cancelled solely because of the administrative revocation or suspension of the driver's license of the owner or operator of the *motor vehicle* under Arkansas Code 5-65-104.

Within the **Renewal Provision** section of the policy is deleted in its entirety and is replaced with the following:

### **Renewal Provisions**

We won't refuse to renew this policy solely because of *your* age, sex, marital status, place of residence, race, color, creed, national origin, ancestry or occupation.

This policy may be renewed by mutual consent. When we consent to renew this policy, *you* must pay the renewal premium in advance. Or, if *you* select a time payment plan, *you* must pay the required down payment in advance. *You're* policy will expire if we don't receive the required payment by the renewal date. However, *your* payment of any past due premium after the termination or cancellation date and our acceptance of that payment is not a waiver of our right to insist on prompt payment, and *you* will have no coverage from the termination or cancellation date until payment is received if we reinstate or rewrite *your* policy.

If we decide not to renew *your* policy, we'll mail to *you*, at your address shown on the declarations page, written notice of nonrenewal. The written notice will be mailed to *you* at least 30 days before the end of the policy term.

If we decide not to renew *your* policy, our mailing of notice to *your* address on the declarations page will constitute proof of notice as of the date we mail it.

We won't refuse to renew this policy except as of the expiration of a policy period which coincides with the end of a six-month period commencing with the policy's original effective date.

8

Replace w/c

This policy may not be non-renewed solely because of the administrative revocation or suspension of the driver's license of the owner or operator of the *motor vehicle* under Arkansas Code 5-65-104.

The following is added to the "**Other Insurance**" section of **GENERAL POLICY PROVISIONS**:

However, if a duly licensed automobile dealer provides a *vehicle* for use as a temporary substitute while your car is out of use because of breakdown, repair, servicing, or for use as a demonstration vehicle, then this insurance is primary.

The following provision is added to **GENERAL POLICY PROVISIONS**: Replace w/c ↗

**CONCEALMENT OR FRAUD**

The entire policy will be void with respect to all persons insured under this policy if, whether before or after a loss, any person insured under this policy has:

- intentionally concealed or misrepresented any material fact or circumstance; or
- engaged in fraudulent, dishonest or criminal conduct; or
- made false statements

relating to this insurance.

## AR PV17238 - AUTO

### A

Under **CARS WE INSURE** the section **Other Cars** is deleted and replaced by the following:

We insure other *cars you* use with the permission of the owner, but not for collision or comprehensive insurance.

We insure *cars* rented or leased by *you* from a duly licensed rental company for up to 90 days. Coverage will be provided equal to the best coverage for any *car* insured under this policy.

We don't insure other *cars* owned by, or furnished for the regular use of, *you* or resident members of *your* family.

### B

In the **COLLISION INSURANCE** and **COMPREHENSIVE INSURANCE** provisions, the section **Losses Not Covered By Collision Or Comprehensive Insurance** the paragraph beginning "This insurance does not cover any *car you* do not own..." is replaced with the following:

This insurance does not cover any *car you* do not own unless it is a substitute *car*, or it is a rental *car* rented from a duly licensed rental agency, or it is a *car* provided by a duly licensed automobile dealership when provided for *your* use as a demonstration vehicle, or it is listed on the declarations page.

### C

In the **GENERAL POLICY PROVISIONS**, the section **Other Insurance**, the paragraph beginning "This insurance is primary for any *car*..." is deleted and replaced by the following:

This insurance is primary for any *car* described in the declarations page, or any additional or replacement *car* we insure.

This insurance is primary for any car being used as a substitute vehicle.

This insurance is primary for any car provided by a duly licensed rental agent or agency.

This insurance is primary for any car provided by a duly licensed automobile dealership when provided for use as a demonstration vehicle.

This insurance is excess for the use of any other car we insure.

Vehicle

# LOSS PAYABLE ENDORSEMENT - AR KANSAS ~~Automobile~~

Definition: For the purposes of this endorsement only, the word you or your means the person in whose name the policy is issued as shown on the declaration page. You or your also means any other person or organizations having an interest in the described car as owner, lessor or an obligor of the Lienholder.

Loss or damage under this policy will be paid according to your interest and that of the Lienholder. We may make separate payments, due under this policy, according to the interest of each party.

Protection for the Lienholder will not be voided by your acts or omissions, or by change in title or ownership of the described ~~car~~. However, conversion, embezzlement or secretion by you is not covered.

The Lienholder must notify us of any known change of ownership or increase of hazard. On demand, the Lienholder must pay the premium for any increased hazard or premium due which you fail to pay. This endorsement becomes null and void if the Lienholder fails to meet these requirements.

We reserve the right to cancel this policy as permitted by its terms. This endorsement will terminate 10 days after notice of cancellation to the Lienholder. ~~,~~ *delete comma*

If you fail to give proof of loss within the time allowed, the Lienholder may protect his interest by filing a proof of loss.

If we are required, because of this endorsement, to pay the Lienholder for a loss not covered by this policy, we are subrogated to all rights of the Lienholder. Our right to recover will not impair the right of the Lienholder to recover the full amount of its claim. At our option, we may pay the balance due the Lienholder in return for an assignment to us of his interest and the transfer to us of all documents and securities relating to his lien interest.

5480 10-250 (2-81)  
AR -0607

in the case of non-payment of premium. If we cancel the policy for reasons other than non-payment of premium within the first 60 days of the original effective date, we will notify the entity covered by this endorsement 20 days prior to the effective date of the cancellation. If the policy has been in effect for more than 60 days or if this policy is a renewal with us, we will notify the entity covered by this endorsement 30 days prior to the end of the policy term.

*all circled words should be italicized*

All Pgs & Justify Right.

5480.AR-549-0607  
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### AMENDATORY ENDORSEMENT - ARKANSAS (MOTORCYCLE)

This endorsement modifies your policy. Please read it carefully.

The following is added to the "Definitions" section:

**Punitive or exemplary damages** are those which are imposed to punish a wrongdoer and to deter others from similar conduct.

The following replaces the "WHAT TO DO WHEN AN ACCIDENT HAPPENS" section in its entirety:

← Insert (A)

#### WHAT TO DO WHEN AN ACCIDENT HAPPENS

When you are involved in a *motorcycle accident*, you or someone on your behalf must notify us as soon as possible.

When you notify us, tell us how the accident happened and the extent of any injuries or *damages*. If we need other information to investigate the accident, we'll ask you for it. We may require it in writing. We may also require you or anyone seeking protection under this insurance to individually submit to examination under oath.

If you are injured, we may require that you be examined by a doctor we select. You must be examined when, where and as often as we may reasonably require. We may need you to provide medical records, copies of other records or authorization to obtain these records upon our request.

If the accident involves a hit-and-run *motor vehicle* whose operator or owner can not be identified, it must be reported within a reasonable period of time to the police or Commissioner of Motor Vehicles. A written statement under oath telling us the facts of the accident and the extent of any *damages* or injuries must be filed with us within 30 days after the accident has been reported. If you were *occupying a motor vehicle* at the time of the accident, you must make it available for our inspection.

If you have comprehensive or collision insurance, you must protect the *motorcycle* from any further damage. If you fail to do so, any further damage won't be recoverable under this policy. We'll pay any reasonable expenses incurred in protecting the *motorcycle*. We may require that you file with us a sworn proof of loss within 91 days after the accident. You must permit us to inspect your damaged *motorcycle* or property.

You must cooperate with us in our effort to investigate the accident or loss, settle any claims against you and defend you. You must also send us, promptly, any legal papers served on you or your representative as a result of a *motorcycle accident*. If you fail to promptly send us such legal papers, we may have the right to refuse you any further protection for the accident or loss.

If your *motorcycle* is stolen, you must report the theft within 24 hours to the police.

#### LIABILITY INSURANCE

The following is added to the "**Additional Benefits**" section of LIABILITY INSURANCE:

With respect to any suit in Alaska defended by us, we shall not be obligated to pay that portion of any prevailing party's attorney's fees awarded by a court under "Alaska Civil Rule 82" which, when combined with judgments and payments, exceeds the limits of liability stated in the declarations page of this policy.

The following is added to the "**Those Not Protected**" section of LIABILITY INSURANCE:

The liability insurance of this policy doesn't apply to bodily injuries or property damage suffered by the person named on the declarations page, or to anyone who is a member of the family of the person named on the declarations page and who lives with that person.

The liability insurance of this policy doesn't apply to bodily injuries or property damage suffered by any person using the insured *motor vehicle* with your permission, or to anyone who is a member of the family of that person and who lives with that person.

In the section **Bodily Injury Covered By This Insurance** found in the LIABILITY INSURANCE division of the policy the paragraph that begins "This insurance covers bodily injury..." is replaced with the following:

This insurance covers bodily injury, including loss of services, sickness, disease or death which results from the injury, caused by a *motorcycle accident* suffered by passengers and person's other than passengers. A passenger is any person while on or getting on or alighting from the insured *motorcycle*.

The **Limits Of Liability** section of the policy is deleted in its entirety and replaced with the following:

The limits of liability shown on the declarations page are the maximum amounts we'll pay in damages for any one *motorcycle accident*.

The limit for "each person" is the limit for all claims by all persons for *damages* from bodily injury to one person. Subject to the limit for "each person" the limit for "each accident" is the total limit for all claims for damages from bodily injury to two or more persons in any one motorcycle accident.

The limit for property damage is the limit for all claims for *damages*, direct or indirect, by all persons from damage to property in any one *motorcycle accident*. Even though more than one motorcycle is insured with us and separate premiums are charged for each motorcycle, or more than one person is protected under this insurance, the limits of liability won't be increased. When damages are payable on *your* behalf under more than one policy we've issued to *you*, we won't pay more than the highest limit in any one such policy.

**MEDICAL EXPENSE INSURANCE**

The following is added to the "Medical Expenses Covered By This Insurance" section of **MEDICAL EXPENSE INSURANCE**:

If the operator or passenger of the insured *motorcycle* is wearing a *motorcycle* helmet at the time of the *motorcycle accident*, we will waive the medical expense deductible.

Within the **Payments Of Benefits** section of the **MEDICAL EXPENSE INSURANCE** division of the policy the paragraph that begins "When we pay *your* medical expenses..." is deleted in its entirety.

**UNINSURED MOTORIST INSURANCE**

The "Uninsured Motorist Insurance" section in *your* policy is replaced in its entirety by the following:

**UNINSURED MOTORIST INSURANCE**

**Our Promise To You**

We promise to pay damages, excluding punitive or exemplary damages, the owner or operator of an uninsured *motor vehicle* is legally obligated to pay because of bodily injury or property damage including loss of use *you* suffer in a *motor vehicle accident*. We'll pay damages for bodily injury *you* suffer while occupying a *motor vehicle*, or as a pedestrian, as a result of having been struck by an uninsured *motor vehicle*.

We'll pay for direct loss or damage to *your motorcycle* as a result of having been struck by an uninsured *motor vehicle* if the declarations page indicates that both bodily injury and property damage uninsured motorist insurance applies. We'll pay for the loss or damage to *your motorcycle* minus \$200. However, if we insure *your motorcycle* for both collision and uninsured motorist property damage coverage and the operator of the uninsured *motor vehicle* is positively identified and is solely at fault, we'll pay the full amount of the damage to *your motorcycle*. No payment will be made for loss paid or payable under the collision or comprehensive portions of the policy.

**Protection For Others**

Anyone *occupying* with *your* permission, a *motorcycle* we insure has the same rights and obligations that *you* have under this insurance.

**Those Not Protected**

Anyone *occupying your motorcycle* while it's hired or rented to others for a charge isn't protected by this insurance.

Anyone *occupying a motor vehicle you're driving* while it's available or being used to carry persons or property for a fee isn't protected by this insurance. This doesn't apply to ride sharing motorcycle pools.

Anyone *occupying a motor vehicle owned by you* or furnished for *your* regular use and not insured under this insurance isn't protected by this insurance.

**Uninsured Motor Vehicles**

A *motor vehicle* for which there is no liability policy or bond available at the time of the *motor vehicle accident* with at least the minimum limits required by the financial responsibility law of Arkansas is an uninsured *motor vehicle*.

A *motor vehicle* which has insurance available at the time of the *motor vehicle* accident but the company writing it is or becomes insolvent within one year of the date of the *motor vehicle* <sup>accident</sup> or denies coverage is an uninsured *motor vehicle*.

A hit-and-run *motor vehicle* that strikes *you*, or a *motor vehicle* *you* are *occupying*, if the driver or owner can't be identified is an uninsured *motor vehicle*.

**Excluded Uninsured Motor Vehicles**

A *motor vehicle* owned by *you* or furnished for *your* regular use isn't an uninsured *motor vehicle*.

A *motor vehicle* that's owned or operated by a self-insurer within the meaning of any *motor vehicle* financial responsibility law, motor carrier law, or any similar law isn't an uninsured *motor vehicle*.

A *motor vehicle* owned by any governmental authority or agency isn't an uninsured *motor vehicle*.

**Bodily Injury and Property Damage Not Covered By This Insurance**

This insurance doesn't cover bodily injury or property damage including loss of use if, without our written consent, settlement is made or judgement is taken against anyone responsible for *your* injury or loss.

**Payment of Damages**

We may pay *you*, *your* legal representative or anyone authorized by law to receive payment.

The amount of damages payable under this insurance will be reduced by the amount paid by or on behalf of anyone responsible for *your* injury or property damage including loss of use. This includes any amount paid or payable under the workers compensation law, disability benefits law or any similar law - exclusive of any state nonoccupational disability benefits law.

**Arbitration**

If we and *you*, or *your* legal representative don't agree on the legal responsibility of the uninsured motorist to pay *your* damages or the amount of the damages, then upon the consent of both parties, the disagreement will be settled by arbitration.

Arbitration will take place in the county where *you* live. It will be conducted under the rules of the American Arbitration Association unless we and *you* or *your* legal representative objects. In that case ~~you~~ select one arbitrator and we'll select another. The two selected arbitrators will select a third. If the two arbitrators are unable to agree on a third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint a third arbitrator.

italics -> (you) will

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

italics

~~You~~ will pay the arbitrator *you* choose, and we'll pay the arbitrator we choose. The expenses of the third arbitrator and all other expenses will be shared equally by *you* and us.

**Trust Agreement**

When we pay *damages* under this insurance, *you* or *your* legal representative must agree in writing to repay us out of any *damages* recovered from anyone responsible for *your* injuries. *You* or *your* legal representative must also agree in writing to hold in trust and preserve for us the proceeds of recovery.

At our request, *you* or *your* legal representative must take any necessary action to recover the payments we've made under this insurance through a representative we select. Expenses of recovery will be repaid to us out of any *damages* recovered.

We will be entitled to recover under this section only after *you* and anyone we protect have been fully compensated for *damages*.

**Limits of Uninsured Motorist Insurance**

The limit of bodily injury insurance shown for "each person" is the maximum we'll pay for all claims by all persons for damages from bodily injury to any one person. Subject to the limit for "each person" the amount shown for "each accident" is the maximum we'll pay in damages for bodily injury to two or more persons.

The limit of property damage insurance shown for "each accident" is the maximum we'll pay for loss or damage to *your* property including loss of use.

Even though more than one *motorcycle* is listed on the declarations page and separate premiums are charged for each *motorcycle*, or more than one person is protected under this insurance, or more than one person is injured, the limit of uninsured motorist insurance won't be increased. When damages are payable on *your* behalf under more than one policy we've issued *you*, we won't pay more than the highest limit in any one such policy.

**COLLISION INSURANCE**

The **Losses Covered By This Insurance** section of the **COLLISION INSURANCE** division of the policy is deleted and replaced with the following:

**Losses Covered By This Insurance**

This insurance covers all direct and accidental collision accidents to *motorcycles* we insure.

This insurance does not cover a collision loss of more than one stereo tape, cassette or cartridge.

This insurance does not cover any loss due to war.

Replace w/B

~~This insurance does not cover any motorcycle you own unless it is a substitute motorcycle, or it is listed on the declarations page.~~

This insurance doesn't cover any diminution in value, meaning the actual or perceived loss in market or resale value which results from a direct and accidental loss to a motorcycle we insure and its equipment.

This insurance doesn't cover any loss to a motorcycle or its equipment insured by this policy due to taking by any governmental authority which results in any temporary or permanent loss of ownership or title, access to or use of that motorcycle or equipment.

~~This insurance does not cover theft or conversion which occurs to your motorcycle or a non-owned motorcycle prior to its delivery to you, or which occurs after you have delivered your motorcycle or non-owned motorcycle to a third party to whom you have authorized to sell, trade, or otherwise dispose of it.~~

Subject to the applicable deductible, we will pay for the loss of or damage to motorcycle safety helmets which results from a covered collision loss to your motorcycle.

The "Limits Of Payment" section of **COLLISION INSURANCE** is replaced in its entirety by the following:

**Limits of Payment**

The value identified on the declarations page as the actual cash value of your motorcycle is the maximum amount we will pay for a covered loss to your motorcycle, including any optional equipment and any other covered property. The limit identified on the declarations page as pertaining to optional equipment is the maximum we will pay for such equipment regardless of the value of that equipment on your motorcycle. It is not additional insurance and will be part of our payment under this coverage as determined below.

Our payment, subject to the limitation for optional equipment stated below, will not exceed the lesser of:

- the total of the actual cash value of your motorcycle, optional equipment and any other property we cover, which we determine at the time of loss; or,
- the amount identified on the declarations page as the maximum actual cash value of your motorcycle; or,
- the actual cost to repair or replace the damaged motorcycle, optional equipment and any other covered property.

However, if the optional equipment is damaged or destroyed, our payment for optional equipment will not exceed the lesser of:

- the actual cash value of that optional equipment that we determine at the time of loss; or,
- the amount shown on the declarations page as the optional equipment limit; or,
- that amount that will bring the total payment for the loss to our maximum limit of liability under this coverage as described above; or,
- the cost to repair or replace the damaged optional equipment.

**COMPREHENSIVE INSURANCE**

The **Losses Covered By This Insurance** section of the **COMPREHENSIVE INSURANCE** division of the policy is deleted and replaced with the following:

This insurance covers all direct and accidental comprehensive losses to motorcycles we insure.

This insurance doesn't cover loss which is due and confined to wear and tear of mechanical or electrical breakdown or failure, unless it results from theft or other loss covered by this insurance.

This insurance doesn't cover a comprehensive loss of more than one stereo tape, cassette or cartridge.

This insurance does not cover any loss due to war.

Replace w/C

~~This insurance does not cover any motorcycle you own unless it is a substitute motorcycle, or it is listed on the declarations page.~~

This insurance doesn't cover any diminution in value, meaning the actual or perceived loss in market or resale value which results from a direct and accidental loss to a motorcycle we insure and its equipment.

This insurance doesn't cover any loss to a motorcycle or its equipment insured by this policy, due to taking by any governmental authority which results in any temporary or permanent loss of ownership or title, access to or use of that motorcycle or equipment.

This insurance does not cover theft or conversion which occurs to your motorcycle or a non-owned motorcycle prior to its delivery to you, or which occurs after you have delivered your motorcycle or non-owned motorcycle to a third party to whom you have authorized to sell, trade, or otherwise dispose of it.

We will pay you for labor, towing and/or hauling costs, up to \$50 per loss, caused by disablement of your motorcycle. Labor costs, apply only to labor performed at the place of disablement. This applies only to motorcycles for which a specific towing and road service premium is shown on the declarations page.

Subject to the applicable deductible, we will pay for the loss of or damage to motorcycle safety helmets which results from a covered comprehensive loss. Theft of motorcycle safety helmets is not covered unless there was also a total theft of the motorcycle.

The "Limits Of Payment" section of COMPREHENSIVE INSURANCE is replaced in its entirety by the following:

**Limits Of Payment**

The value identified on the declarations page as the actual cash value of your motorcycle is the maximum amount we will pay for a covered loss to your motorcycle, including any optional equipment and any other covered property. The limit identified on the declarations page as pertaining to optional equipment is the maximum we will pay for such equipment regardless of the value of that equipment on your motorcycle. It is not additional insurance and will be part of our payment under this coverage as determined below.

Our payment, subject to the limitation for optional equipment stated below, will not exceed the lesser of:

- the total of the actual cash value of your motorcycle, optional equipment and any other property we cover, which we determine at the time of loss; or,
- the amount identified on the declarations page as the maximum actual cash value of your motorcycle; or
- the actual cost to repair or replace the damaged motorcycle, optional equipment and any other covered property.

However, if optional equipment is damaged or destroyed, our payment for optional equipment will not exceed the lesser of:

- the actual cash value of that optional equipment that we determine at the time of loss; or,
- the amount shown on the declarations page as the optional equipment limit; or,
- that amount that will bring the total payment for the loss to our maximum limit of liability under this coverage as described above; or,
- the cost to repair or replace the damaged optional equipment

**GENERAL POLICY PROVISIONS**

The "Our Right To Recover From Others" section of GENERAL POLICY PROVISIONS is replaced in its entirety by the following:

**Our Right To Recover From Others**

After we have made payment under the Liability, Medical Expense, Uninsured Motorist, Underinsured Motorist, Comprehensive or Collision insurance of this policy, we have the right to recover the payment from anyone who may be held responsible. You and anyone we protect must do whatever is necessary to enable us to exercise our right. You and anyone we protect will do nothing to prejudice our rights.

We will be entitled to recovery under this section only after you and anyone we protect have been fully compensated for ~~damages~~ *damages*

The following is added to the "Changes in Your Policy" section of GENERAL POLICY PROVISIONS:

The premium for each of your motorcycles is based on information we received from you or other sources. Changes in this information during the policy term may result in a premium increase or decrease.

The following changes, without limitation, during the policy term may result in a premium increase or decrease.

- Addition or deletion of motorcycles or coverages.
- Addition or deletion of operators of your motorcycles.
- New place of principal garaging of your motorcycles.

If these changes or other changes result in a premium increase or decrease, we will make these in accordance with our manual rules and/or rate filings.

Within the **Cancellation During The Policy Period** section of the GENERAL POLICY PROVISIONS division of the policy the paragraph that begins "If we cancel this policy..." is replaced with the following:

If we cancel this policy because you don't pay the premium when it's due, we must mail the notice of cancellation to you at least 10 days before this policy is to be cancelled.

However, your payment of any past due premium after the termination or cancellation date and our acceptance of that payment is not a waiver of our right to insist on prompt payment, and you will have no coverage from the termination or cancellation date until payment is received if we reinstate or rewrite your policy. If we cancel this policy for any other reason, we must mail the notice of cancellation to you and to any ~~bank or other~~ *bank or other* lending

person or entity

~~institution~~ at least 20 days before this policy is to be cancelled. However, after all or any part of this policy has been in effect for more than 60 days or, if this policy is a renewal, effective immediately, our right to cancel is limited. We may then cancel this policy only if *you* don't pay the premium when it is due; *your* driver's license is suspended or revoked during the policy period; *you* were convicted of three speeding or reckless driving charges within the policy period, including the prior three months; or *you* misrepresent a fact which would have caused us not to issue *you* a policy. If there is any refund in premium, we'll mail it to *you* as soon as possible after the date of cancellation. The earned premium will be based on our pro rata table. This means that we'll keep premium for only those days that *you* were protected.

Within the **Renewal Provisions** section of the **GENERAL POLICY PROVISIONS** division of the policy the paragraph that begins "If we decide not to renew *your* policy..." is replaced with the following:

If we decide not to renew *your* policy, we'll mail to *you*, at *your* address shown on the declarations page, written notice of nonrenewal. The written notice will be mailed to *you* at least 30 days before the end of the policy term.

If we decide not to renew *your* policy, our mailing of notice to *your* address shown on the declarations page will constitute proof of notice as of the date we mail it. However, *your* payment of any past due premium after the termination or cancellation date and our acceptance of that payment is not a waiver of our right to insist on prompt payment, and *you* will have no coverage from the termination or cancellation date until payment is received if we reinstate or rewrite *your* policy.

The following is added to the "Renewal Provision" section of **GENERAL POLICY PROVISIONS**:

We won't refuse to renew this policy except as of the expiration of a policy period which coincides with the end of a six-month period commencing with the policy's original effective date.

Within the **Other Insurance** section of the **GENERAL POLICY PROVISIONS** division of the policy the paragraph that begins "This insurance is excess..." is replaced with the following:

This insurance is excess for the use of any *motorcycle* not owned by *you*. However, if a duly licensed automobile dealer provides a vehicle for use as a temporary substitute while *your motorcycle* is out of use because of breakdown, repair, servicing, or for use as a demonstration vehicle, then this insurance is primary.

The following provision is added to **GENERAL POLICY PROVISIONS**:

**CONCEALMENT OR FRAUD**

The entire policy will be void with respect to all persons insured under this policy if, whether before or after a loss, any person insured under this policy has:

- Intentionally concealed or misrepresented any material fact or circumstance; or
- Engaged in fraudulent, dishonest or criminal conduct; or
- Made false statements;

relating to this insurance.

Replace with (D)

## AR PV17238 - CYCLE

### A

Under **MOTORCYCLES WE INSURE** the paragraph beginning “We insure other *motorcycles you use...*” is replaced by the following:

We insure other *motorcycles you use* with the permission of the owner, but not for collision or comprehensive insurance.

We insure *motorcycles* rented or leased by *you* from a duly licensed rental company for up to 90 days. Coverage will be provided equal to the best coverage for any *motorcycle* insured under this policy.

We don't insure other *motorcycles* owned by, or furnished for the regular use of, *you* or resident members of *your* family.

### B

Under **COLLISION INSURANCE**, the **Losses Covered By This Insurance** section, the paragraph beginning “This insurance does not cover any *motorcycle you do not own...*” is replaced with the following:

This insurance does not cover any *motorcycle you do not own* unless it is a substitute *motorcycle*, or it is a rental *motorcycle* rented from a duly licensed rental agency, or it is a *motorcycle* provided by a duly licensed *motorcycle* dealership when provided for *your* use as a demonstration vehicle, or it is listed on the declarations page.

### C

Under **COMPREHENSIVE INSURANCE**, the **Losses Covered By This Insurance** section, the paragraph beginning “This insurance does not cover any *motorcycle you do not own...*” is replaced with the following:

This insurance does not cover any *motorcycle you do not own* unless it is a substitute *motorcycle*, or it is a rental *motorcycle* rented from a duly licensed rental agency, or it is a *motorcycle* provided by a duly licensed *motorcycle* dealership when provided for *your* use as a demonstration vehicle, or it is listed on the declarations page.

### D

Under **GENERAL POLICY PROVISIONS**, the **Other Insurance** section is replaced by the following:

If there is other similar insurance applicable on the same basis as under any coverage provided by this policy, we will pay only our share of the loss. Our share is determined by adding up the limits of this insurance and all other insurance that applies on the same basis and finding the percentage of the total which our limits represent.

This insurance is primary for any *motorcycle* described in the declarations page, or any additional or replacement *motorcycle* we insure.

This insurance is primary for any *motorcycle* being used as a substitute vehicle.

This insurance is primary for any *motorcycle* provided by a duly licensed rental agent or agency.

This insurance is primary for any *motorcycle* provided by a duly licensed *motorcycle* dealership when provided for use as a demonstration vehicle.

This insurance is excess for the use of any other *motorcycle* we insure.

Desktop AR PV17238-cycle



October 13, 2008

RE: FORM FILING: Revised Amendatory and Loss Pay Endorsements  
PROGRAMS: Plain Talk® Car and Plain Talk® Motorcycle

We are submitting the following form filing for Plain Talk® Car and Plain Talk® Motorcycle programs for use in the State of Arkansas. This filing is exempt from filing in our domiciliary State of Wisconsin as the changes are a result of state-specific statute.

<u>Old Form No.</u>	<u>Description</u>	<u>New Form No.</u>
5480.AR-210-1105	Amendatory End – AR – Auto	5480.AR-210-0607
5480.00-250-0291	Loss Payable Endorsement	5480.AR-250-0607
5480.AR-549-1105	Amendatory End – AR – Cycle	5480.AR-549-0607

Below is an explanation of each change by endorsement.

Amendatory Endorsement – Auto 5480.AR-210-0607 and Cycle 5480.AR-549-0607

- 1) In compliance with HB2243 which amended the AR Code Annotated Section §27-19-713(1) in part to require that every motor vehicle liability bodily injury, property damage, UM and UIM policy extend coverage on a primary basis to a rented or leased vehicle from a rental company.
  - We have replaced a policy paragraph of the **CARS WE INSURE** provision, in the section **Other Cars**.
  - We have revised the **COLLISION INSURANCE and COMPREHENSIVE INSURANCE** in the section **Loses Not Covered By Collision or Comprehensive Insurance** by expanding the exception to cars not owned by the insured.
  - We have replaced a policy paragraph of the **GENERAL POLICY PROVISIONS** in the section **Other Insurance**.
- 2) In compliance with SB143 which establishes that an insurer must provide notice of cancellation of a motor vehicle policy to all liens including private parties or entities:
  - We have revised the paragraph in the **GENERAL POLICY PROVISION** in the section **Cancellation During The Policy Period** to show the “person or entity rather than “bank” or “lending institution. This is found in the paragraph that begins “If we cancel this policy, we must...” in about the middle of the paragraph.
- 3) In addition to the above changes, minor editorial revisions were made to correct italicized words or un-italicize a word, spelling corrections, etc. None of these changes affect the coverage; they are editorial in nature only.

Loss Payable Endorsement – Arkansas – 5480.AR-250-0607

This form, which prints on the declarations page, was changed also. The paragraph which begins “We reserve the right...” has been revised to comply with the notification requirements of SB143 which requires 20 days notice within the first 60 days of coverage for other than non-pay cancellations.

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Amendatory Endorsement – Motorcycle – 5480.AR-549-0607

- 1) In compliance with HB2243 which amended the AR Code Annotated Section §27-19-713(1) in part to require that every motor vehicle liability bodily injury, property damage, UM and UIM policy extend coverage on a primary basis to a rented or leased vehicle from a rental company.
  - a. We have replaced a policy paragraph of the **MOTORCYCLES WE INSURE** provision, in the section **Other Cars**.
  - b. We have revised both the **COLLISION INSURANCE** and **COMPREHENSIVE INSURANCE** in the sections **Losses Covered By This Insurance** by expanding the exception to cars not owned by the insured. These sections read the same so for brevity are only listed in this letter one time.
  - c. We have replaced a policy paragraph of the **GENERAL POLICY PROVISIONS** in the section **Other Insurance**.
- 2) In compliance with SB143 which establishes that an insurer must provide notice of cancellation of a motor vehicle policy to all liens including private parties or entities:
  - a. We have revised the paragraph in the **GENERAL POLICY PROVISION** in the section **Cancellation During The Policy Period** to show the “person or entity rather than “bank” or “lending institution. This is found in the paragraph that begins “If we cancel this policy, we must...” in about the middle of the paragraph.
- 3) In addition to the above changes, minor editorial revisions were made to correct italicized words or un-italicize a word, spelling corrections, etc. None of these changes affect the coverage; they are editorial in nature only.

In accordance with Rule and Regulation 23, this filing consists of the following:

- Filing Letter (2 pages)
- Revised form 5480.AR-210-0607 (5 pages)
- Mock up for above endorsement showing changes from 11/05 edition (6 pages)
- Revised form 5480.AR-250-0607 (1 page)
- Mock up for above endorsement showing changes from 02/91 edition (1 page)
- Revised form 5480.AR-549-0607 (7 pages)
- Mock up for above endorsement showing changes from 11/05 edition (8 pages)
- Certificates of Compliance for Flesch Scores for each document (3 pages)
- Certificate of Compliance for Statutes/Regulations of forms (1 page)
- NAIC P&C Transmittal Document (2 pages)
- NAIC Form Filing Schedule (1 page)
- Total Pages = 37

Attached to this filing, are copies of these forms for your review. Please contact me if you have any questions or concerns regarding our revisions.

The filing fee is \$50.00 and this fee has been processed via EFT.



Cheryl Kizewski  
Compliance & Development Sr. Analyst  
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