

SERFF Tracking Number: SEPX-125859950 State: Arkansas
Filing Company: Sentry Insurance a Mutual Company State Tracking Number: EFT \$50
Company Tracking Number: PA AR0880901F01
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Plain Talk Car
Project Name/Number: HB2243 & SB143 Revised PTC forms/PA AR0880901F01

Filing at a Glance

Company: Sentry Insurance a Mutual Company

Product Name: Plain Talk Car

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto
(PPA)

Filing Type: Form

SERFF Tr Num: SEPX-125859950

SERFF Status: Closed

Co Tr Num: PA AR0880901F01

Co Status:

Author: SPI SentryInsurancePC

Date Submitted: 10/15/2008

State: Arkansas

State Tr Num: EFT \$50

State Status: Fees verified and
received

Reviewer(s): Alexa Grissom, Betty
Montesi

Disposition Date: 10/23/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): 10/15/2008

Effective Date (New): 10/23/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: HB2243 & SB143 Revised PTC forms

Project Number: PA AR0880901F01

Status of Filing in Domicile: Not Filed

Domicile Status Comments: State-specific
forms

Reference Organization:

Reference Title:

Filing Status Changed: 10/23/2008

State Status Changed: 10/16/2008

Corresponding Filing Tracking Number:

Filing Description:

Reference Number:

Advisory Org. Circular:

Deemer Date:

See the attached filing letter. Due to amount of characters in the filing letter, it does not fit on this NAIC Filing Description Tab. It has, therefore, been attached as a separate cover letter.

Company and Contact

Filing Contact Information

SERFF Tracking Number: SEPX-125859950 State: Arkansas
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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

Sentry Insurance a Mutual Company CoCode: 24988 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: 39-0333950

SERFF Tracking Number: SEPX-125859950 State: Arkansas
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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 #
Sentry Insurance a Mutual Company	\$50.00	10/15/2008	23195017

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	10/23/2008	10/23/2008

SERFF Tracking Number: *SEPX-125859950* *State:* *Arkansas*
Filing Company: *Sentry Insurance a Mutual Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *PA AR0880901F01*
TOI: *19.0 Personal Auto* *Sub-TOI:* *19.0001 Private Passenger Auto (PPA)*
Product Name: *Plain Talk Car*
Project Name/Number: *HB2243 & SB143 Revised PTC forms/PA AR0880901F01*

Disposition

Disposition Date: 10/23/2008

Effective Date (New): 10/23/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SEPX-125859950 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	Cover Letter	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	80-898 Amendatory Endorsement Mock up, 80-877 Mock Up for 80-2599	Approved	Yes
Form	Amendatory Endorsement - AR	Approved	Yes
Form	Declarations Page	Approved	Yes
Form	Loss Payable Endorsement	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	80-898M	M	Endorsement/Amendment/Conditions	Replaced Form #:53.70 80-898L Previous Filing #:		80-898M.PDF
Approved	Declarations Page	80-2385(AR)(05-07)	05-07	Declaration s/Schedule	Replaced Form #:0.00 80-2385(10-93) Previous Filing #:		80-2385(AR)(05-07).PDF
Approved	Loss Payable Endorsement	80-2599	n/a new form number	Endorsement/Amendment/Conditions	Replaced Form #:53.30 80-877 Previous Filing #:		80-2599.PDF

AMENDATORY ENDORSEMENT - ARKANSAS

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* use with the permission of the owner, but not for collision or comprehensive insurance.

We insure *cars* 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.

WHAT TO DO WHEN AN ACCIDENT HAPPENS

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.

LIABILITY INSURANCE

Within the **Limits of Liability** section of the **LIABILITY INSURANCE** division of the policy, the paragraph that begins "If separate limits of liability are shown..." is replaced with the following:

If separate limits of liability are shown on the declarations page for bodily injury and property damage, the limit for bodily injury 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. For property damage, the limit shown is the maximum we'll pay for damages for "each accident".

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 recover 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 uninsured motorist insurance shown on the declarations page is the maximum amount we'll pay in damages for any one *car accident*.

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

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

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.

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* policy 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, Collision, Road Service or Rental Reimbursement 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 recover 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.

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

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 "Cancellation For Other Reasons" provision of the **Cancellation During The Policy Period** section of the **GENERAL POLICY PROVISIONS** division of the policy is replaced with the following:

We have 60 days from the effective date of the policy, if it is a new policy with us, to take action to cancel for any reason. We must notify *you* and any lending person or entity at least 20 days before the date cancellation takes effect.

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

After a new policy has been in effect for 60 days or if this policy is a renewal with us, our right to cancel is limited. We may then cancel by giving *you* and any person or entity lending institution at least 30 days notice before the date cancellation is to be effective.

Under our limited right, we may cancel only if *your* drivers 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* misrepresented a fact which would have caused us not to issue the policy.

Within the Premium Refund provision of the **Cancellation During The Policy Period** section of the **GENERAL POLICY PROVISIONS** division of the policy, the paragraph that begins "When this policy is cancelled..." replaced with the following:

When this policy is cancelled, the premium paid beyond the date of cancellation will be refunded. When *you* request cancellation, the return premium will be based on our short rate table. We'll refund *you* 90% of the pro rata unearned premium. When we cancel, the return premium will be prorated.

Within the **Renewal Provision** section of the **GENERAL POLICY PROVISIONS** division of the policy, the paragraph that begins "This policy may be renewed..." is replaced with the following:

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. *Your* policy will expire if we don't receive the 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.

The following paragraph is added to the "**Renewal Provision**" section of the **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.

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 the **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 80-2599

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 reverse side. *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 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.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 10/23/2008

Comments:

Attachment:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

Satisfied -Name: Cover Letter **Review Status:** Approved 10/23/2008

Comments:

Cover Letter

Attachment:

Cover Letter.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 10/23/2008

Comments:

Additional filing forms

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: 80-898 Amendatory Endorsement Mock up, 80-877 Mock Up for 80-2599 **Review Status:** Approved 10/23/2008

Comments:

Mock ups of old forms showing revisions for new forms.

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Attachments:

80-898 Amendatory Endorsement Mock up.PDF

80-877 Mock Up for 80-2599.PDF

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <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					

3. Group Name	Group NAIC #			
Sentry Insurance Group	169			
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Sentry Insurance a Mutual Company	WI	24988	39-0333950	

5. Company Tracking Number	PA AR0880901F01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	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
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Cheryl L. Kizewski		

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

9.	Type of Insurance (TOI)	19.0 Personal Auto			
10.	Sub-Type of Insurance (Sub-TOI)	19.0001 Private Passenger Auto (PPA)			
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]				
12.	Company Program Title (Marketing Title)	Plain Talk Car			
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14.	Effective Date(s) Requested	New:	Minimum 30 days after filed	Renewal:	Minimum 30 days after filed
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16.	Reference Organization (if applicable)				
17.	Reference Organization # & Title				
18.	Company's Date of Filing	10-15-2008			
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	PA AR0880901F01
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21.	Filing Description [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 our attached filing letter.

22.	Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	Check #: EFT Amount: \$50.00
	Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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



October 15, 2008

RE: FORM FILING: Revised Amendatory and Loss Pay Endorsements (and
declarations page)
PROGRAMS: Plain Talk® Car

We are submitting the following form filing for our Plain Talk® Car program 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>
80-877	Loss Payable Endorsement	80-2599
80-898L	Amendatory Endorsement	80-898M
80-2385(10-03)	Declarations Page	80-2385(AR)(0507)

Below is a brief explanation of each change by endorsement.

80-2599 Loss Payable Endorsement

This form, which prints on the declarations page, was changed. The paragraph which begins "We reserve the right..." has been revised to comply with the notification requirements of SB143 which, in addition to establishing that an insurer must provide notice of cancellation of a motor vehicle policy to all liens including private parties or entities, also requires 20 days notice within the first 60 days of coverage for other than non-pay cancellations. (See additional revisions to amendatory due to this SB below.)

80-898M Amendatory Endorsement

- 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 adding a paragraph to waive the exclusion for rented/leased, substitute and demonstration vehicles.
 - 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 "We have 60 days from the ..." and the paragraph that begins "After a new policy has been in effect..."

- 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.

80-2385(AR)(0507) – Declarations Page

The only revision to the declarations page was the change of the Loss Payable Endorsement as indicated above. However, because the edition date was changed, we are filing the declarations page also.

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

- Filing letter (2 pages)
- 80-2599 Loss Payable Endorsement (1 page)
- 80-877 Old Loss Payable Endorsement showing revision (1 page)
- 80-898M Amendatory Endorsement (5 pages)
- 80-898L Old Amendatory Endorsement showing revisions (5 pages)
- 80-2385(AR)(0507) (2 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 = 23 pages

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
715-346-8136

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Sentry Insurance a Mutual Company 169-24988

DESCRIPTION: Amendatory Endorsement - AR

FORM NUMBER: 80-898M

EDITION DATE: M

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 53.7, 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: Sentry Insurance a Mutual Company 169-24988

DESCRIPTION: Declarations Page

FORM NUMBER: 80-2385(AR)(05-07)

EDITION DATE: 05-07

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 0, 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: Sentry Insurance a Mutual Company 169-24988

DESCRIPTION: Loss Payable Endorsement

FORM NUMBER: 80-2599

EDITION DATE: n/a new form number

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 53.3, 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)

Sentry Insurance a Mutual 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 AR0880901F01	
Signature of Authorized Officer •	
Name of Authorized Officer •	Janet Fagan
Title of Authorized Officer •	Vice President - Chief Actuary
Email address of Authorized Officer •	Janet.fagan@sentry.com
Telephone # of Authorized Officer •	715-346-6337
Date •	10-15-2008

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 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: 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.)

1. This filing transmittal is part of Company Tracking #	PA AR0880901F01
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2. This filing corresponds to rate/rule filing number (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	80-898M M	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	80-898L L	
02	Declarations Page	80-2385(AR)(05-07) 05-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	80-2385(10-93) 10-93	
03	Loss Payable Endorsement	80-2599 n/a new form number	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	80-877 n/a	
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

80-8981/M

add to each pg
Justify right to each page

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.

Insert (A)

WHAT TO DO WHEN AN ACCIDENT HAPPENS

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.

LIABILITY INSURANCE

Within the **Limits of Liability** section of the **LIABILITY INSURANCE** division of the policy, the paragraph that begins "If separate limits of liability are shown..." is replaced with the following:

Indemnity { If separate limits of liability are shown on the declarations page for bodily injury and property damage, the limit for bodily injury 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. For property damage, the limit shown is the maximum we'll pay for damages for "each accident".

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'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.

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.

You are italic

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 recover 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'll* 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.

Italic
you will

You will
Italic You'll 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. *Py*

Limits of Uninsured Motorist Insurance

The limit of uninsured motorist insurance shown on the declarations page is the maximum amount we'll pay in damages for any one car accident.

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

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

Insert (B)
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 policy 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

insert
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
Italic You'll 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, Collision, Road Service or Rental Reimbursement 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 recover 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.
- Italic*

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.

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

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 Cancellation For Other Reasons provision of the **Cancellation During The Policy Period** section of the **GENERAL POLICY PROVISIONS** division of the policy is replaced with the following:

We have 60 days from the effective date of the policy, if it is a new policy with us, to take action to cancel for any reason. We must notify *you* and any ~~bank or lending institution~~ *person or entity* at least 20 days before the date cancellation takes effect.

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

After a new policy has been in effect for 60 days or if this policy is a renewal with us, our right to cancel is limited. We may then cancel by giving *you* and any ~~bank or lending institution~~ *person or entity* at least 30 days notice before the date cancellation is to be effective.

Under our limited right, we may cancel only if *your* drivers 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* misrepresented a fact which would have caused us not to issue the policy.

Within the Premium Refund provision of the **Cancellation During The Policy Period** section of the **GENERAL POLICY PROVISIONS** division of the policy, the paragraph that begins "When this policy is cancelled..." replaced with the following:

When this policy is cancelled, the premium paid beyond the date of cancellation will be refunded. When *you* request cancellation, the return premium will be based on our short rate table. We'll refund *you* 90% of the pro rata unearned premium. When we cancel, the return premium will be prorated.

Within the **Renewal Provision** section of the **GENERAL POLICY PROVISIONS** division of the policy, the paragraph that begins "This policy may be renewed..." is replaced with the following:

indent 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. *Your* policy will expire if we don't receive the 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. *italics*

The following paragraph is added to the "Renewal Provision" section of the **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.

The following is added to the "Other Insurance" section of the **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, or servicing, or for use as a demonstration vehicle, then this insurance is primary.

The following provision is added to the **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

AR PV17235 - 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

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.

Insert by copy

Just A Right

When a Lienholder is shown on the reverse side, the following endorsement applies, unless a special loss payable endorsement is attached.

LOSS PAYABLE ENDORSEMENT - ARKANSAS - 86-2599

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 reverse side. 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 *insert A below*

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.

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Check all circled words

A 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.