

SERFF Tracking Number: AOIC-125932394 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number:
Company Tracking Number: BTS-AR-99-12/12/2008-16481
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: Personal Inland Marine
Project Name/Number: Boat Policy/16481 PIM

Filing at a Glance

Companies: Auto-Owners Insurance Company, Owners Insurance Company

Product Name: Personal Inland Marine SERFF Tr Num: AOIC-125932394 State: Arkansas
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num:
Sub-TOI: 09.0006 Other Personal Inland Marine Co Tr Num: BTS-AR-99-12/12/2008-16481 State Status: Fees verified and received
Filing Type: Form Co Status: Approved Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
Disposition Date: 02/26/2009
Authors: Jessica Turner, Claudia Stewart, Angela Newman
Date Submitted: 12/08/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New): 02/26/2009
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Boat Policy Status of Filing in Domicile: Not Filed
Project Number: 16481 PIM Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/26/2009
State Status Changed: 12/11/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
FORM FILING: See Attached Explanatory Memo

Forms Attach To: Boat Policy

Changes: Revising booklet form to non-booklet form.

Submitted for your approval is the attached list of forms. Forms are submitted in final printed copy.

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If you have any questions, please feel free to contact one of the following:

Manager:

KEN ARMBRUSTMACHER, MANAGER
PERSONAL PROPERTY UNDERWRITING - NORTH
ARMBRUSTMACHER.KEN@AOINS.COM (emails without attachments)
perslinesund@aoins.net (emails with attachments)
517-391-1009 Ext. 1009

Underwriter:

KASSONDRA CAMPBELL
CAMPBELL.KASSONDRA@AOINS.COM
(517) 886-1922

Company and Contact

Filing Contact Information

Ken Armbrustmacher, Manager armbrustmacher.ken@aoins.com
P. O. Box 30660 (800) 346-0346 [Phone]
Lansing, MI 48909-8160 (517) 391-1903[FAX]

Filing Company Information

Auto-Owners Insurance Company CoCode: 18988 State of Domicile: Michigan
P.O. Box 30660 Group Code: 280 Company Type: PC
Lansing, MI 48909-8160 Group Name: Auto-Owners Ins State ID Number:
Group
(800) 346-0346 ext. [Phone] FEIN Number: 38-0315280

Owners Insurance Company CoCode: 32700 State of Domicile: Ohio
P.O. Box 30660 Group Code: 280 Company Type: PC
Lansing, MI 48909-8160 Group Name: Auto-Owners Ins State ID Number:
Group
(800) 346-0346 ext. [Phone] FEIN Number: 34-1172650

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 for each filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Auto-Owners Insurance Company	\$50.00	12/08/2008	24385698
Owners Insurance Company	\$0.00	12/08/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	02/26/2009	02/26/2009
Approved	Alexa Grissom	12/18/2008	12/18/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	12/11/2008	12/11/2008	Jessica Turner	12/12/2008	12/12/2008

Industry
Response

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Boat Policy Jacket - Auto-Owners Insurance	Form	Angela Newman	02/25/2009	02/25/2009
Boat Policy Jacket - Owners Insurance Company	Form	Angela Newman	02/25/2009	02/25/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Signature Line	Note To Reviewer	Angela Newman	02/23/2009	02/23/2009

<i>SERFF Tracking Number:</i>	<i>AOIC-125932394</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Auto-Owners Insurance Company, ...</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>BTS-AR-99-12/12/2008-16481</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0006 Other Personal Inland Marine</i>
<i>Product Name:</i>	<i>Personal Inland Marine</i>		
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Disposition

Disposition Date: 02/26/2009
Effective Date (New): 02/26/2009
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Supporting Document	Certificate of Compliance	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Form (revised)	Boat Policy Jacket - Auto-Owners Insurance	Approved	Yes
Form	Boat Policy Jacket - Auto-Owners Insurance	Approved	Yes
Form (revised)	Boat Policy Jacket - Owners Insurance Company	Approved	Yes
Form	Boat Policy Jacket - Owners Insurance Company	Approved	Yes
Form	Boat Policy	Approved	Yes

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Disposition

Disposition Date: 12/18/2008
Effective Date (New): 12/18/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Supporting Document	Certificate of Compliance	Approved	Yes
Supporting Document	Response Letter	Approved	Yes
Form (revised)	Boat Policy Jacket - Auto-Owners Insurance	Approved	Yes
Form	Boat Policy Jacket - Auto-Owners Insurance	Approved	Yes
Form (revised)	Boat Policy Jacket - Owners Insurance Company	Approved	Yes
Form	Boat Policy Jacket - Owners Insurance Company	Approved	Yes
Form	Boat Policy	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 12/11/2008
Submitted Date 12/11/2008
Respond By Date

Dear Ken Armbrustmacher,

This will acknowledge receipt of the captioned filing. The filing must be amended to state that appraisal is voluntary and non-binding per Bulletin No 19-89. Additionally, the time period for bringing suit may not be limited to 1 year. Our Legal Division has advised you may state the "time allowed by law." Lastly, the right to recover language must be revised to reflect the Arkansas Supreme Court's Decision in Franklin v. Healthsource. The insurer may not recover until the insured has been fully compensated.

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/12/2008
Submitted Date 12/12/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Please see the attached Response Letter

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter

Comment:

No Form Schedule items changed.

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No Rate/Rule Schedule items changed.

Sincerely,
Angela Newman, Claudia Stewart, Jessica Turner

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Amendment Letter

Amendment Date:
 Submitted Date: 02/25/2009

Comments:

Attached is an updated copy of the coversheets for the most recent filing. The recent coversheets were missing the last line which is located on the back of the forms as follows:

In witness whereof, we, the (company stated on the form), have caused this policy to be issued and to be duly signed by our President and Secretary.

The previously approved coversheet included this wording but it was missed with the recent filing.

Please feel free to contact me at (517) 323-1219 or by e-mail at campbell.kassondra@aoins.com.

Thank you for your consideration.

Kassondra Campbell

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Boat Policy Jacket - Auto-Owners Insurance	16470	06-08	Policy/C overage Form	Replaced	16015 (04-93)		0	16470 (06-08) REVISED.pdf
Boat Policy Jacket -	16474	06-08	Policy/C overage	Replaced	16026 (04-93)		0	16474 (06-08) REVISED.pdf

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Note To Reviewer

Created By:

Angela Newman on 02/23/2009 12:36 PM

Last Edited By:

Angela Newman

Submitted On:

02/23/2009 12:36 PM

Subject:

Signature Line

Comments:

Dear Sir or Madam:

I would like to request that the recently approved filing, AOIC-125932394, be temporarily reopened.

I would like to submit an updated copy of the coversheet for the most recent filing. The recent coversheet was missing the last line which is located on the back of the form as follows:

In witness whereof, we, the (company stated on the form), have caused this policy to be issued and to be duly signed by our President and Secretary.

The previously approved coversheet included this wording but it was missed with the recent filing.

Please feel free to contact me at (517) 323-1219 or by e-mail at campbell.kassondra@aoins.com.

Sincerely,

Kassondra Campbell
Home Office, Personal Property Underwriting

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Boat Policy Jacket - Auto-Owners Insurance	16470	06-08	Policy/Coverage Replaced Form	Replaced Form #:0.00 16015 (04-93) Previous Filing #:		16470 (06-08) REVISED.pdf
Approved	Boat Policy Jacket - Owners Insurance Company	16474	06-08	Policy/Coverage Replaced Form	Replaced Form #:0.00 16026 (04-93) Previous Filing #:		16474 (06-08) REVISED.pdf
Approved	Boat Policy	16481	06-08	Policy/Coverage Replaced Form	Replaced Form #:52.00 16015 (04-93) 16026 (04-93) Previous Filing #:		16481 (06-08).pdf



Auto-Owners Insurance

Life Home Car Business

The No Problem People®

Boat Insurance Policy

Auto-Owners Insurance Company

POLICY NON-ASSESSABLE

This policy is non-assessable and the premium stated in the Declarations is the only premium you will be asked to pay.

PARTICIPATING

You will be entitled to an equitable participation in Company funds in excess of the amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter.

NOTICE OF MEMBERSHIP AND ANNUAL MEETING

Because we are a mutual company this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.

In witness whereof, we, the Auto-Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.

Secretary

President



Auto-Owners Insurance

Life Home Car Business

The No Problem People®

Boat Insurance Policy



Owners Insurance Company

In witness whereof, we, the Owners Insurance Company, have caused this policy to be issued and to be duly signed by our President and Secretary.

Secretary

President

**THIS INSURANCE POLICY IS A LEGAL CONTRACT BETWEEN
THE POLICYHOLDER AND US.**

"READ YOUR POLICY CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY."

A QUICK GUIDE TO YOUR POLICY

The **DECLARATIONS PAGE** contains

Your name	Amounts of Insurance
Policy Period	Deductible (Amounts)
Coverages	

<u>You Will Find</u>	<u>On Page</u>
INSURING AGREEMENT	Page 1
SECTION I - PROPERTY PROTECTION	
Property We Cover	Page 1
Perils We Insure Against	Page 1
Exclusions	Page 1
Conditions	Page 2
SECTION II - PERSONAL LIABILITY PROTECTION	
Coverages	Page 3
Additional Coverages	Page 3
Exclusions	Page 3
Conditions	Page 4
GENERAL POLICY CONDITIONS	
Assignment	Page 4
Cancellation	Page 5
Changes	Page 5
WHAT TO DO IN CASE OF LOSS	Page 5

INSURING AGREEMENT

We agree to provide insurance subject to all the terms of this policy. In return, you must pay the premium and comply with all the policy terms.

policy period as shown in the Declarations. The coverages provided, the limits of our liability and the premiums are also shown in the Declarations.

This policy applies to losses, bodily injury and property damage which occur during the

DEFINITIONS

To understand this policy, you must understand what we mean when we use these words:

"You" and "your" mean the insured named in the Declarations and his or her spouse if living in the same household.

"We", "us" and "our" mean the Company providing this insurance.

"Bodily injury" means bodily injury, sickness or disease and includes resulting care, loss of services or death.

"Insured person" means:

- (a) you;
- (b) your relatives residing in your household; and

- (c) any other person under the age of 21 residing in your household who is in your care or the care of a resident relative.

Under Section II - Liability Protection, "Insured person" also means:

- (d) any person using boats or motors you own with your permission; and
- (e) any other person or organization liable for the use of your or motor by (a), (b), (c) or (d) above.

We do not cover any persons or organization operating or employed by a boat business for any claim arising out of that business. "Boat business" means a motor boat or boat motor repair shop, sales agency or service station.

"Property damage" means physical injury to or destruction of tangible property, including loss of its use.

SECTION I PROPERTY PROTECTION

We cover for all direct physical loss or damage from any external cause:

- a. The boat, motor and boat trailer described in the Declarations, including the following equipment and accessories owned by an insured person for use with the described boat, motor or trailer:
 1. Anchors, oars, seat cushions and life preservers.
 2. Extra fuel tanks and batteries.
 3. Detachable canopies and tarpaulins.
 4. Deck chairs and other furniture.
 5. Cook stoves and refrigerators.
 6. Emergency signaling devices.
 7. Property similar to (1) through (6) above.
 8. Electric trolling motors.
 9. Dinghies (tenders) and their outboard motors used to service the described boat.

10. Citizen band radios while in or on the described boat.

- b. Boat equipment described in the Declarations.

We do not cover loss or damage:

- a. Which is a direct result of:
 1. wear and tear or deterioration;
 2. latent defect or inherent vice;
 3. rust, corrosion, wet or dry rot, or mold;
 4. freezing or overheating; or
 5. repairing, renovation or servicing,

We do cover loss not excluded which results from any of these.

- b. Which is the result of infidelity of persons (except carriers for hire) to whom the property is entrusted.

- c. To trailer tires and tubes unless:
 - 1. caused by fire or theft; or
 - 2. coincidental with other loss or damage to the boat trailer.
- d. Caused by:
 - 1. war (declared or undeclared), civil war, insurrection, rebellion or revolution;
 - 2. destruction, seizure or use for a military purpose; or
 - 3. nuclear action, meaning nuclear reaction, radiation, radioactive contamination, however, caused and whether controlled or uncontrolled, or any consequence of any of these. Nuclear action includes the discharge of a nuclear weapon even if accidental. Direct loss by fire resulting from nuclear action is covered.
- e. While the boat or boat motor:
 - 1. is being used for carrying passengers for compensation;
 - 2. is rented to others;
 - 3. is being used in any illicit trade or transportation; or
 - 4. is being used in any official race or speed test. We do cover sail boats so used.

damaged property with property of like kind and quality.

- 4. **Appraisal.** If you and we fail to agree on the actual cash value or amount of loss, either party may make written demand for an appraisal. Each party will select an appraiser and notify the other of the appraiser's identity with 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers shall then appraise the loss, stating separately the actual cash value and loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the actual cash value or amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the actual cash value or amount of loss.

Each party will pay the appraiser it chooses, and equally pay the umpire and all other expenses of the appraisal.

SECTION I - CONDITIONS

- 1. **How Losses are Settled.** Loss to the boat, motor, boat trailer or boat equipment will be settled at the actual cash value of the property at the time of loss. Actual cash value may include a deduction for depreciation. We will pay no more than the cost to repair or replace the property.

If the damaged property is an inboard or inboard-outdrive motor boat, we will pay no more than:

- (a) the cost to repair or replace; or
 - (b) the amount of insurance stated in the Declarations;
- whichever is smaller. We agree the amount of insurance is the actual cash value.

- 2. **Deductible.** Each claim for loss or damage will be adjusted separately. We will deduct the amount stated in the Declarations from each adjusted claim.
- 3. **Settlement Option.** We may make a cash settlement and take all or part of the damaged property at its appraised or agreed on value, or repair the

- 5. **Abandoned Property.** We are not obliged to accept abandoned property.
- 6. **Loss to a Pair or Set.** We may repair or replace any part of the pair or set to restore it to its value before the loss, or we may pay the difference between the actual cash value of the property before and after the loss.
- 7. **Our Payment of Loss.** We will adjust any loss with you, and pay you unless another payee is named in the policy. We will pay within 60 days after we receive your proof of loss and the amount of loss is finally determined by an agreement between you and us, a court judgment or an appraisal award. We will not pay or make good any loss which you have collected from others.
- 8. **Suit Against Us.** We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.

9. **No Benefit to Bailee.** This insurance will not, in any way, benefit any person or organization who

may be caring for or handling property for a fee.

SECTION II PERSONAL LIABILITY PROTECTION

COVERAGE E - PERSONAL LIABILITY

We will pay all sums which an insured person becomes legally obligated to pay as damages because of bodily injury or property damage resulting from the ownership, maintenance or use of the boat or boat motor described in the Declarations.

If a claim is made or suit is brought against the insured person for liability under this coverage, we will defend the insured person at our expense, using lawyers of our choice. We are not obligated to defend after we have paid an amount equal to the limit of our liability. We may investigate or settle any claim or suit as we think appropriate.

COVERAGE F - MEDICAL PAYMENTS

We will pay reasonable medical expenses to each person injured by accident because of the operation or use as a boat of:

- a. the boat described in the Declarations; or
- b. a boat to which the motor described in the Declarations is attached.

Medical expenses include:

- a. medical, surgical, x-ray and dental services;
- b. prosthetic devices, eyeglasses, hearing aids and drugs; and
- c. ambulance, hospital, licensed nursing and funeral services.

Such expenses must be incurred within three years from the date of the accident.

We may pay the injured person or the party that renders the medical services.

Payment under this coverage is not an admission of liability by us or an insured person.

ADDITIONAL COVERAGES

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

1. **The Following Expenses:**
 - (a) All costs we incur in the settlement of any claim or defense of any suit.
 - (b) Interest on the entire amount of damages awarded in any suit we defend accruing after judgment is entered and before we have paid,

offered to pay, or deposited in court that portion of the judgment which is not more than our limit of liability.

- (c) Premiums on bonds required in any suit we defend. But, we will not pay the premium for any portion of a bond for an amount that is greater than our limit of liability. We have obligation to apply for or furnish bonds.
- (d) Loss of earnings up to \$50 a day, but not other income, when we ask you to help us investigate or defend any claim or suit.
- (e) Any other reasonable expenses incurred at our request.

2. First Aid Expenses

Expenses for immediate medical and surgical treatment for other persons at the time of the accident. We will pay only expenses which an insured person incurs for treatment of bodily injury covered by this policy.

EXCLUSIONS Under Personal Liability Coverage and Medical Payments Coverage we do not cover bodily injury or property damage:

1. Arising out of the ownership, maintenance, or use of any boat motor not described in the Declarations.
2. Expected or intended by an insured person.
3. Which occurs while the boat or boat motor;
 - a. Is being used in any official race or speed test. We do cover sailboats so used.
 - b. Is being used for carrying passengers for compensation.
 - c. Is rented to others.
 - d. Is being used in any illicit trade or transportation.

Under the Personal Liability Coverage we do not cover:

1. Liability assumed under any contract or agreement.
2. Property damage to property owned by an insured person.
3. Property damage to property occupied or used by an insured person or rented to or in the care of an insured person.

4. Bodily injury to any person if an insured person has or is required to have a policy providing workers' compensation, non-occupational disability or occupational disease benefits covering the bodily injury.
5. Bodily injury or property damage when an insured person is covered under any Nuclear Energy Liability Policy. This exclusion applies even if the limits of liability of that policy have been exhausted.

Under Medical Payments Coverage we do not cover:

1. Bodily Injury to any person who is entitled to benefits which are provided or required to be provided under any workers' compensation, non-occupational disability or occupational disease law; or
2. Bodily injury from any nuclear reaction, radiation or radioactive contamination or any consequence of any of these.

CONDITIONS

1. **Limits of Liability** Regardless of the number of insured persons, injured persons, claims made, suits brought, boats or boat motors described or premiums charged in the Declarations, our liability is limited as follows:
 - a. As respects Personal Liability Coverage, the limit of liability stated in the Declarations for each boat is the total limit of our liability for all damages resulting from any one occurrence; and
 - b. As respects Medical Payments Coverage, the limit of liability stated in the Declarations is our total limit of liability for all

GENERAL POLICY CONDITIONS

ASSIGNMENT Interest in this policy may not be transferred without our written consent. But if you die the policy will cover:

- (a) any surviving member of your household who was covered under this policy at the time of your death;
- (b) your legal representative while acting in that capacity; and
- (c) any person having proper custody of insured property until a legal representative is appointed.

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

medical expenses for bodily injury to any one person as the result of any occurrence; involving that boat.

2. **Severability of Insurance** This insurance applies separately to each insured person against whom claim is made or suit is brought, subject to our limits of liability for each occurrence.

3. **Suit Against Us** We may not be sued unless there is full compliance with all the terms of this policy.

We may not be sued under the Personal Liability Coverage until the obligation of an insured person to pay is finally determined either by judgment against the person after actual trial or by written agreement of the person, the claimant and us.

No one shall have any rights to make us a party to a suit to determine the liability of an insured person.

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

5. **Other Insurance - Personal Liability Coverage.** This insurance is excess over any other valid and collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.

We may cancel by mailing notice to you at the address shown in the Declarations or by delivering the notice not less than 10 days prior to its effective date. Proof of mailing will be sufficient proof of notice.

Refund of any premium due will be made as soon as practicable after the date of cancellation. You will be charged premium only for the days you were covered during the policy period.

TERRITORIAL LIMITS This policy applies only while the insured property is within the United States of America or Canada or within 75 miles of either.

AUTOMATIC COVERAGE We cover:

- (a) under Section I, a boat, boat motor or boat trailer; and
 - (b) under Section II, a boat or boat motor;
- which you acquire during the term of this policy; provided:
- (a) the property replaces similar property scheduled in the Declarations;
 - (b) you report such replacement within 30 days from the date acquired; and
 - (c) you pay pro-rata premium from the date acquired.

CONCEALMENT OR FRAUD This entire policy is void if an insured person has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

CHANGES This policy and the Declarations include all the agreements between you and us relating to

WHAT TO DO IN CASE OF LOSS

PROPERTY If a covered loss occurs, the insured person must:

- (a) Give us or our agent immediate written notice. In case of theft also notify the police.
- (b) Protect the property from further damage, making necessary and reasonable repairs to do so and keeping records of the cost.
- (c) Make a list of all damaged and destroyed property, showing in detail quantities, costs, actual cash value and amount of loss claimed.
- (d) Send to us, after loss, within 60 days of our request, a proof of loss signed and sworn to by the insured person, including:
 - (1) the time and cause of loss;
 - (2) the interest of insured persons and all others in the property;
 - (3) actual cash value and amount of loss to the property;
 - (4) all encumbrances on the property;
 - (5) other policies covering the loss; and
 - (6) changes in the ownership of the property.
- (e) Exhibit the damaged property to us or our representative as often as may be reasonably required.
- (f) Submit to examinations under oath by any person we name and sign the transcript of the examinations.
- (g) Produce for examination, with permission to copy, all books of account, bills, invoices, re-

ceipts and other vouchers as we may reasonably require.

this insurance. No change or waiver may be effected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change. If any coverage you have under this policy is broadened without charge during the policy period, this policy will automatically provide the broadened coverage.

OUR RIGHT TO RECOVER PAYMENT After making payment under this policy, we will have the right to recover to the extent of our payment from anyone held responsible. This right will not apply under Section I if you have waived it in writing prior to loss. The insured person will do whatever is required to transfer this right to us.

This condition does not apply under Section II to Medical Payments.

LIABILITY In the event of bodily injury or property damage, the insured person must:

- (a) Notify us or our agent as soon as possible. The notice must give:
 - (1) your name and policy number;
 - (2) the time, place and circumstances of the accident or occurrence; and
 - (3) the names and addresses of injured persons and witnesses.
- (b) Send us promptly any legal papers received relating to any claim or suit.
- (c) Cooperate with us and assist us in any matter relating to a claim or suit.

The insured person will not, except at his or her own cost voluntarily make any payment assume any obligation or incur expenses other than First Aid Expenses at the time of the accident.

MEDICAL PAYMENTS When a claim under the Medical Payments Coverage is involved, the injured person must:

- (a) Give us, as soon as possible, written proof of claim under oath if required.
- (b) Submit to physical examinations at our expense by doctors we select as often as we may reasonably require.
- (c) Authorize us to obtain medical and other records.

SERFF Tracking Number: AOIC-125932394 *State:* Arkansas
First Filing Company: Auto-Owners Insurance Company, ... *State Tracking Number:*
Company Tracking Number: BTS-AR-99-12/12/2008-16481
TOI: 09.0 Inland Marine *Sub-TOI:* 09.0006 Other Personal Inland Marine
Product Name: Personal Inland Marine
Project Name/Number: Boat Policy/16481 PIM

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AOIC-125932394 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number:
Company Tracking Number: BTS-AR-99-12/12/2008-16481
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: Personal Inland Marine
Project Name/Number: Boat Policy/16481 PIM

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 12/18/2008

Comments:

Attachment:

16480 Transmittal.pdf

Satisfied -Name: Explanatory Memo **Review Status:** Approved 12/18/2008

Comments:

Auto-Owners = List 895

Owners = List 897

Attachments:

List 895 Explanatory Memo.pdf

List 897 Explanatory Memo.pdf

Satisfied -Name: Certificate of Compliance **Review Status:** Approved 12/18/2008

Comments:

Attachment:

16481 BTS Certificate of Compliance.pdf

Satisfied -Name: Response Letter **Review Status:** Approved 12/18/2008

Comments:

Attachment:

16481 Response Letter.pdf

Property & Casualty Transmittal Document

Reset Form

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:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3.	Group Name	Group NAIC #
	Auto-Owners Insurance Group Companies	280

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Auto-Owners Insurance Company	Michigan	280-18988	38-0315280	
	Owners Insurance Company	Ohio	280-32700	34-1172650	

5.	Company Tracking Number	PIM-AR-99-12/12/2008-16480
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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
	Ken Armbrustmacher, Manager P. O. Box 30660 Lansing, MI 48909-8160	Manager	(800)346-0346 ext. 1009	(517)391-1903	armbrustmacher.ken@aoins.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Ken Armbrustmacher

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

9.	Type of Insurance (TOI)	09.0 Inland Marine
10.	Sub-Type of Insurance (Sub-TOI)	09.0006 Other Personal Inland Marine
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Personal Inland Marine
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: On Approval Renewal: On Approval
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	n/a
17.	Reference Organization # & Title	n/a
18.	Company's Date of Filing	12/12/2008
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 # PIM-AR-99-12/12/2008-16480

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

FORM FILING: See Attached Explanatory Memo

Forms Attach To: Personal Articles Floater Policy

Changes: Revising booklet form to non-booklet form.

Submitted for your approval is the attached list of forms. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

Manager:

KEN ARMBRUSTMACHER, MANAGER

PERSONAL PROPERTY UNDERWRITING - NORTH

ARMBRUSTMACHER.KEN@AOINS.COM (emails without attachments)

perslinesund@aoins.net (emails with attachments)

517-391-1009 Ext. 1009

Underwriter:

KASSONDRA CAMPBELL

CAMPBELL.KASSONDRA@AOINS.COM

(517) 886-1922

[View Complete Filing Description](#)

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 per filing

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	PIM-AR-99-12/12/2008-16480
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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	Personal Articles Floater Policy Jacket-Auto-Owners Insurance	16475 (06-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	16018 (09-98)	
02	Personal Articles Floater Policy Jacket - Owners Insurance Company	16479 (06-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	16029 (09-98)	
03	Personal Articles Floater Policy	16480 (06-08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	16018 (09-98) 16029 (09-98)	
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		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	PIM-AR-99-12/12/2008-16480
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
------------	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

AUTO-OWNERS INSURANCE COMPANY
FORMS AND ENDORSEMENTS
EXPLANATORY MEMO

Form Number	Edition Date	Replaced Form	Replaced Edition Date	Form Name
16470	(06-08)	16015	(04-93)	Boat Policy Jacket - Auto-Owners Insurance
USE	Provides cover for Boat policy and contains authorized signatures.			
CHANGE	Form 16015 was a hand attached booklet form. To eliminate hand attached booklet form, we had to change the form. The 16015 Booklet form was replaced by 16470 Auto-Owners Insurance Policy Jacket and 16481 Definition Form which provides the definitions to the policy.			
16481	(06-08)	16015	(04-93)	Boat Policy
USE	Guide to Boat Policy; provides the definitions to the policy.			
CHANGE	Form 16015 was a hand attached booklet form. To eliminate hand attached booklet form, we had to change the form. The 16015 Booklet form was replaced by 16470 Auto-Owners Insurance Policy Jacket and 16481 Definition Form which provides the definitions to the policy.			

AUTO-OWNERS INSURANCE COMPANY
FORMS AND ENDORSEMENTS
EXPLANATORY MEMO

Form Number	Edition Date	Replaced Form	Replaced Edition Date	Form Name
16474	(06-08)	16026	(04-93)	Boat Policy Jacket - Owners Insurance
USE	Provides cover for Boat policy and contains authorized signatures.			
CHANGE	Form 16026 was a hand attached booklet form. To eliminate hand attached booklet form, we had to change the form. The 16026 Booklet form was replaced by 16474 Owners Insurance Policy Jacket and 16481 Definition Form which provides the definitions to the policy.			
16481	(06-08)	16026	(04-93)	Boat Policy
USE	Guide to Boat Policy; provides the definitions to the policy.			
CHANGE	Form 16026 was a hand attached booklet form. To eliminate hand attached booklet form, we had to change the form. The 16026 Booklet form was replaced by 16474 Owners Insurance Policy Jacket and 16481 Definition Form which provides the definitions to the policy.			

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION
RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Auto-Owners Insurance Company 280-18988

DESCRIPTION: Boat Policy

FORM NUMBER: 16481

EDITION DATE: (0608)

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test Score of 52.00 , and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. SS23-80-301--23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company
Joseph P. DeChatelets

Assistant Vice President
Title

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

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION
RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: Owners Insurance Company 280-32700

DESCRIPTION: Boat Policy

FORM NUMBER: 16481

EDITION DATE: (0608)

This is to certify that the above captioned property and/or casualty policy form has achieved a Flesch Reading Ease Test Score of 52.00 , and complies with the requirements of Act 517 of 1981 , the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. SS23-80-301--23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Joseph P. DeChatelets

Assistant Vice President

Title

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

AUTO-OWNERS INSURANCE COMPANY
AUTO-OWNERS LIFE INSURANCE COMPANY
HOME-OWNERS INSURANCE COMPANY
OWNERS INSURANCE COMPANY
PROPERTY-OWNERS INSURANCE COMPANY
SOUTHERN-OWNERS INSURANCE COMPANY



~ Serving Our Policyholders and Agents for More Than 90 Years ~

P.O. BOX 30660, LANSING, MICHIGAN 48909-8160
PH 517-323-1200 • FAX 517-323-8796 • WWW.AUTO-OWNERS.COM

December 12, 2008

RE: INQUIRER: Alexa Grissom
SERFF #: AOIC-125932394
NAIC#: 280-18988 Auto-Owners Insurance Company

Dear Ms. Grissom:

We received the Objection Letter for the Personal Inland Marine form filing, 16481.

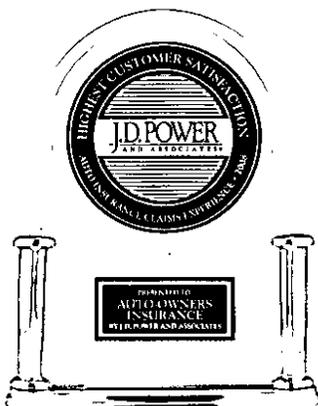
Attached you will find the Amendatory Endorsement which corresponds to the three items within the objection. The Amendatory Endorsement Boat Insurance Policy, 16302 complies with the voluntary appraisal clause, the time period for bringing suit and the right to recover language.

Please feel free to contact me at (517) 323-1219 or by e-mail at Campbell.kassondra@aoins.com.

Sincerely,

Kassondra Campbell
Home Office, Personal Property Underwriting

KC



“Highest in Customer Satisfaction with the Auto Insurance Claims Experience”

J.D. Power and Associates 2008 Auto Claims Satisfaction Study™ Auto-Owners Insurance ranks highest among auto insurance providers in the J.D. Power and Associates 2008 Auto Claims Study™. Study based on 11,671 responses from auto insurance customers who filed a claim from July 2007-July 2008. Excludes those with claims only for glass/windshield, theft/stolen, roadside assistance or bodily injury claims. Proprietary study results are based on experiences and perceptions of consumers surveyed July to August 2008. Your experiences may vary. Visit jdpower.com.

Arkansas
AMENDATORY ENDORSEMENT
Boat Insurance Policy

It is agreed:

1. Under **SECTION I - CONDITIONS:**

a. **APPRAISAL** is deleted and replaced by the following:

APPRAISAL If we and you disagree on the actual cash value or amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select a competent and impartial umpire. If the appraisers cannot agree upon the umpire, we or you can request the selection be made by a judge of a court having jurisdiction.

The appraisers will appraise the loss, stating separately the actual cash value and loss to each item. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. We will still retain our right to deny the claim.

Each party will pay its chosen appraiser and equally pay the umpire and all other expenses of the appraisal.

b. **Suit Against Us** is deleted and replaced by the following:

Suit Against Us

We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within five years after the loss or damage occurs.

2. Under **GENERAL POLICY CONDITIONS:**

a. **CANCELLATION** is deleted and replaced by the following:

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

We may cancel this policy by mailing or delivering written notice stating the reason for cancellation to you at the address shown in the Declarations. This notice shall be mailed or delivered at least:

- (1) 10 days prior to the effective date when this policy has been in effect 60 days or less;
- (2) 10 days prior to the effective date for nonpayment of premium when this policy has been in effect for more than 60 days and is not a renewal policy; or
- (3) 20 days prior to the effective date for a reason other than nonpayment of premium when this policy has been in effect for more than 60 days or is a renewal policy.

Refund of any premium due will be made as soon as practicable after the date of the cancellation. You will be charged premium only for the days you were covered during the policy period.

If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety building or construction regulation or ordinances with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

b. **OUR RIGHT TO RECOVER PAYMENT** is deleted and replaced by the following:

OUR RIGHT TO RECOVER PAYMENT After making payment under this policy, we will have the right to recover to the extent of our payment from anyone held responsible after you have been fully compensated for the loss. You agree to do whatever is required to transfer this right to us.

This condition does not apply under Section II to Medical Payments.

c. **NONRENEWAL** is added:

NONRENEWAL If we decide not to renew this policy, we will mail or deliver to you written notice of nonrenewal to you at the address shown in the Declarations at least 30 days before its expiration date.

All other policy terms and conditions apply.

SERFF Tracking Number: AOIC-125932394 *State:* Arkansas
First Filing Company: Auto-Owners Insurance Company, ... *State Tracking Number:*
Company Tracking Number: BTS-AR-99-12/12/2008-16481
TOI: 09.0 Inland Marine *Sub-TOI:* 09.0006 Other Personal Inland Marine
Product Name: Personal Inland Marine
Project Name/Number: Boat Policy/16481 PIM

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Boat Policy Jacket - Auto-Owners Insurance	12/04/2008	16470 (06-08).pdf
No original date	Form	Boat Policy Jacket - Owners Insurance Company	12/04/2008	16474 (06-08).pdf



Auto-Owners Insurance

Life Home Car Business

The No Problem People®

Boat Insurance Policy

Auto-Owners Insurance Company

POLICY NON-ASSESSABLE

This policy is non-assessable and the premium stated in the Declarations is the only premium you will be asked to pay.

PARTICIPATING

You will be entitled to an equitable participation in Company funds in excess of the amount required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law. A distribution will be made only in accordance with the decision of our Board of Directors acting under the insurance laws and under our charter.

NOTICE OF MEMBERSHIP AND ANNUAL MEETING

Because we are a mutual company this policy makes you a member of the Auto-Owners Insurance Company. You are entitled to vote, in person or by proxy, at all meetings. Our annual policyholder's meetings are held at our home office at Lansing, Michigan on the second Monday in May in each year at 10:00 A.M.



Auto-Owners Insurance

Life Home Car Business

The No Problem People®

Boat Insurance Policy

Owners Insurance Company

16474 (6-08)