

SERFF Tracking Number: CNNB-125919029 State: Arkansas  
Filing Company: The Cincinnati Insurance Company State Tracking Number: \$50  
Company Tracking Number: A-09-7052-AR  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: Personal Auto - forms  
Project Name/Number: /

## Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: Personal Auto - forms

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto  
(PPA)

Filing Type: Form

SERFF Tr Num: CNNB-125919029 State: Arkansas

SERFF Status: Closed

Co Tr Num: A-09-7052-AR

Co Status:

Author: Matt Terrell

Date Submitted: 11/25/2008

State Tr Num: \$50

State Status: Fees verified and  
received

Reviewer(s): Alexa Grissom, Betty  
Montesi

Disposition Date: 12/11/2008

Disposition Status: Approved

Effective Date Requested (New): 04/01/2009

Effective Date Requested (Renewal): 04/01/2009

Effective Date (New): 04/01/2009

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 12/11/2008

State Status Changed: 12/04/2008

Corresponding Filing Tracking Number:

Filing Description:

Updates to forms. See Form memorandum for details

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

## Company and Contact

### Filing Contact Information

Matt Terrell, Senior Filings Analyst

6200 S. Gilmore Road

matt\_terrell@cinfin.com

(513) 603-5264 [Phone]

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Fairfield, OH 45014

(513) 881-8885[FAX]

**Filing Company Information**

The Cincinnati Insurance Company  
6200 S. Gilmore Rd.  
Fairfield, OH 45014  
(513) 870-2000 ext. [Phone]

CoCode: 10677  
Group Code: 244  
Group Name:  
FEIN Number: 31-0542366  
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State of Domicile: Ohio  
Company Type:  
State ID Number:

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: Form Filing Fee: \$50  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$0.00	11/25/2008	
The Cincinnati Insurance Company	\$50.00	11/25/2008	24148264

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
523947	\$50.00	10/03/2008

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	12/11/2008	12/11/2008

### 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	12/04/2008	12/04/2008	Matt Terrell	12/09/2008	12/09/2008
Industry Response						

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fee	Note To Reviewer	Matt Terrell	11/25/2008	11/25/2008

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## **Disposition**

Disposition Date: 12/11/2008

Effective Date (New): 04/01/2009

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Memorandum	Approved	Yes
Form	ACORD AUTOMOBILE SUPPLEMENT APPLICATION	Approved	Yes
Form	LOSS PAYABLE CLAUSE	Approved	Yes
Form	UIM MOTORISTS COVERAGE FOR BI AND PD	Approved	Yes
Form	PERSONAL AUTO APPLICATION	Approved	Yes
Form	UM MOTORISTS COVERAGE FOR BI AND PD	Approved	Yes
Form	AMENDMENT TO POLICY PROVISIONS	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 12/04/2008

Submitted Date 12/04/2008

Respond By Date

Dear Matt Terrell,

This will acknowledge receipt of the captioned filing. Please advise where you offer and allow the applicant/insured to elect or reject umbi equal to their elected liability limits as mandated by Ark. Code Ann. 23-89-403(C)(i).

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 12/09/2008

Submitted Date 12/09/2008

Dear Alexa Grissom,

### Comments:

#### Response 1

Comments: In response to your 12/4/08 Objection Letter;

Insureds elect or reject umbi equal to their elected liability limits by completing form AP401AR (1/00) - UM/UIM Motorist Coverage Option Selection Form. This form has been filed and approved by your department.

Please let me know if there is anything else you need.

Thank you

Matt Terrell

### Changed Items:

No Supporting Documents changed.

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No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Matt Terrell

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**Note To Reviewer**

**Created By:**

Matt Terrell on 11/25/2008 08:40 AM

**Subject:**

Filing Fee

**Comments:**

I have updated this filing to include EFT payment of \$50.

We will not be mailing a physical check for this filing.

Please let me know if this presents a problem.

Thank you,

Matt Terrell

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	ACORD AUTOMOBILE SUPPLEMENT APPLICATION	CA1306I	10/08	Application/ Replaced Binder/Enro llment	Replaced Form #: CA1306I 7/06 Previous Filing #:		CA1306I 10-08.pdf
Approved	LOSS PAYABLE CLAUSE	CPA0305	1/01	Endorseme Withdrawn nt/Amendm ent/Condi ons	Replaced Form #: Previous Filing #:		
Approved	UIM MOTORISTS COVERAGE FOR BI AND PD	CPA0311 AR	4/09	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #: CPA0311AR 4/08 Previous Filing #:		CPA0311AR 04-09.pdf
Approved	PERSONAL AUTO APPLICATION	CPA1005I	10/08	Application/ Replaced Binder/Enro llment	Replaced Form #: CPA1005I 7/06 Previous Filing #:		CPA1005I 10-08.pdf
Approved	UM MOTORISTS COVERAGE FOR BI AND PD	CPA1023 AR	4/09	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #: CPA1023AR 4/08 Previous Filing #:		CPA1023AR 04-09.pdf
Approved	AMENDMENT TO POLICY PROVISIONS	CPA1094 AR	4/09	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #: CPA1094AR 4/09 Previous Filing #:		CPA1094AR 04-09.pdf

THE CINCINNATI INSURANCE COMPANY

ACORD AUTOMOBILE SUPPLEMENT APPLICATION

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

This form must be completed and submitted with the ACORD Personal Auto Application.

- 1. Are there any nonoperating residents in the household age 14 or older?
2. Are there any vehicles not owned by you but furnished for your regular use?
3. Does any member of the household use a covered auto for business delivery of any kind?
4. How long has the insured been a resident in the state where licensed?
5. Does applicant own his / her home?
6. Have you obtained this information on this application in a direct, in-person interview?
7. Has a loss report been ordered?
8. Does this risk meet the underwriting guide?
9. If this is new business and there is a youthful operator in the household, please complete Youthful Operator Questionnaire MI-1323 and attach to this application.
10. Any car(s) kept at school?
11. Are there any other vehicles or licensed drivers in the household not shown on the application?
12. Do you or any person who resides with you have any other cars, motorcycles or motor homes insured on another policy?
13. Are any vehicles on this application owned by anyone other than the Named Insureds?
14. Are any vehicles equipped with radar detectors?
15. Any other Cincinnati Companies policy numbers?

THE CINCINNATI INSURANCE YOUR COMPANY WILL REQUEST A CREDIT-BASED INSURANCE SCORE TO ASSIST IN THE DETERMINATION OF YOUR PREMIUM, IF YOUR SCORE DOES NOT MEET OR EXCEED THE ESTABLISHED THRESHOLD, OR YOUR SCORE IS NOT AVAILABLE FROM THE CONSUMER REPORTING AGENCY WE USE, YOU WILL NOT QUALIFY FOR THE MAXIMUM DECREASE IN PREMIUM (I.E., THE MAXIMUM CREDITS.)

IN THE STATES OF AZ, GA, IL, MN, MT, NC, AND VA THE APPLICANT FOR THIS INSURANCE MUST READ, INITIAL AND DATE THE FOLLOWING STATEMENT: I ACKNOWLEDGE, AT THE TIME OF COMPLETING THIS APPLICATION, I WAS GIVEN A PRIVACY POLICY STATEMENT, WHICH EXPLAINS THE PRIVACY PRACTICES OF THE CINCINNATI INSURANCE COMPANIES AND AFFILIATED SUBSIDIARIES.  
PLEASE INITIAL AND DATE: \_\_\_\_\_

Date: \_\_\_\_\_ Agency Name: \_\_\_\_\_

Agency Code Number: \_\_\_\_\_

# UNDERINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE ARKANSAS

## SCHEDULE

UNDERINSURED MOTORISTS COVERAGE	Limit of Liability SPLIT LIMITS
Bodily Injury Liability	\$ _____ each person \$ _____ each accident
Property Damage Liability	\$ _____ each accident
	SINGLE LIMIT
Bodily Injury Liability / Property Damage Liability	\$ _____ each accident

### INSURING AGREEMENT

**A.** "We" will pay compensatory damages which a "covered person" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of:

1. "Bodily Injury":
  - a. Sustained by a "covered person"; and
  - b. Caused by an accident.
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both "bodily injury" and "property damage" apply.

The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle". The "covered person" shall be required to prove all elements of the "covered person's" claim that are necessary to recover from the owner or operator of the "underinsured motor vehicle".

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

1. The limits of liability under all applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between a "covered person" and a person(s) or organization(s) who may be legally responsible for the accident, or the insurer or legal representative of such person(s) or organization(s) and "we";
  - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
  - b. Advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

Any judgment for damages arising out of a suit brought without "our" written consent to both the suit and the judgment, is not binding on "us".

**B.** "Covered person" as used in this endorsement means:

1. "You" or any "family member".

2. Any other person "occupying" "your covered auto".
  3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.
- C.** "Motor vehicle" as used in this endorsement means:
1. A self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck and motorcycle.
  2. A motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office.
  3. "Motor vehicle" does not include a trolley, street car, "trailer" railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, fork lift, aircraft, watercraft, construction equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails or any similar vehicle.
- D.** "Property Damage" as used in this endorsement means:
1. Injury to or destruction of "your covered auto", including its loss of use.
  2. Injury to or destruction of any property owned by a person listed in **1.** and **2.** of "covered person" while contained in "your covered auto".
  3. Loss of use of damaged or destroyed property.  
"We" will pay a reasonable amount for loss of use for such damaged or destroyed property.
- E.** "Underinsured motor vehicle" means a land "motor vehicle" or "trailer" of any type to which a bodily injury liability bond or policy applies at the time of the accident but, it's limit for bodily injury liability is either:
1. Less than the limit of liability for this coverage: or
  2. Reduced by payments to others injured in the accident to an amount that is less than the limit of liability for this coverage.
- However, "underinsured motor vehicle" does not include any vehicle or equipment:
1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
  2. Owned by or furnished or available for your regular use or that of any "family member" or any other "covered person".
  3. Owned by any governmental unit or agency.
  4. Operated on rails or crawler treads.
  5. Designed for use mainly off public roads while not upon public roads.
  6. While located for use as a residence or premises.
  7. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amount required by that motor vehicle law.
  8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
    - a. Denies coverage; or
    - b. Is or becomes insolvent.
  9. For which liability coverage is afforded under this policy.

## **EXCLUSIONS**

- A.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
1. By a "covered person" while operating or "occupying", a "motor vehicle" owned by that "covered person", a spouse or a resident relative of a "covered person" if the "motor vehicle" is not specifically

- identified in this endorsement, or is not a newly acquired or replacement "motor vehicle" covered under this endorsement. This includes a "trailer" of any type used with that "motor vehicle".
2. By any "family member" while "occupying", or when struck by, any "motor vehicle" "you" own which is insured for this coverage on a primary basis under any other policy.
  3. If that person settles the "bodily injury" claim with the person(s) or organization(s) legally responsible for the accident or the insurer or legal representative of such person(s) or organization(s) without "our" consent. However, this Exclusion (**A.3.**) does not apply if such settlement does not prejudice "our" right to recover payment.
- B.** "We" do not provide Underinsured Motorist Coverage for "bodily injury" sustained by any "covered person";
1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (**B.1.**) does not apply to a share-the-expense car pool.
  2. While operating or "occupying" a "motor vehicle" without a reasonable belief that he or she is entitled to do so. Under no circumstances will a person whose license has been suspended, revoked, or never issued be held to have a reasonable belief that he or she is entitled to operate a motor vehicle.
- C.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law;
  2. Disability benefits law;
  3. Personal injury protection benefits; or
  4. Pension statutes.
- D.** "We" do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

#### **LIMIT OF LIABILITY - SPLIT LIMITS**

- A.** The limit of bodily injury liability shown in the Schedule or the Declarations for each person for Underinsured Motorist Coverage is "our" maximum limit of liability for all damages, including damages claimed by any person or organization for care, loss of services, or death due to and arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Schedule or the Declarations for each accident for Underinsured Motorist Coverage is "our" maximum limit of liability for all damages due to and arising out of "bodily injury" resulting from any one accident. This is the most "we" will pay regardless of the number of:
1. Policies;
  2. "Covered persons";
  3. Claims made;
  4. Vehicles or premiums shown in the Declarations; or
  5. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A**, Part **B** or Part **C** of this policy.
- C.** "We" will not make a duplicate payment under this endorsement for any element of loss for which payment has been made by or for anyone who is legally liable.
- D.** "We" will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any workers' compensation, personal injury protection benefits, disability benefits, pension statutes or similar laws, including medical payments made under any statute.
- E.** "We" will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

1. Workers' compensation law;
2. Disability benefits law;
3. Personal injury protection benefits; or
4. Pension statutes.

Any payment "we" make under this coverage will reduce any amount that person is entitled to recover under Part **A** of this policy.

#### **LIMIT OF LIABILITY - SINGLE LIMITS**

- A.** The limit of bodily injury liability shown in the Schedule or the Declarations for each person for Underinsured Motorist Coverage is "our" maximum limit of liability for all damages, including damages claimed by any person or organization for care, loss of services, or death resulting from any one accident. This is the most "we" will pay regardless of the number of:
1. Policies;
  2. "Covered persons";
  3. Claims made;
  4. Vehicles or premiums shown in the Declarations; or
  5. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A**, Part **B** or Part **C** of this policy.
- C.** "We" will not make a duplicate payment under this endorsement for any element of loss for which payment has been made by or for anyone who is legally liable.
- D.** "We" will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.
  3. Personal injury protection benefits; or
  4. Pension statutes.

Any payment "we" make under this coverage will reduce any amount that person is entitled to recover under Part **A** of this policy.

#### **OTHER INSURANCE**

If there is other applicable liability insurance available under one or more policies or provisions of coverage:

1. The maximum recovery under all policies combined may equal but not exceed the highest applicable limit for any one vehicle under any policy providing coverage on either a primary or excess basis. However, any insurance "we" provide with respect to vehicle "you" do not own shall be excess over all other collectible underinsured motorists insurance. "We" will pay only the amount by which the limit of liability for this coverage exceeds the limits of such other insurance.
2. If the coverage under this policy is provided:
  - a. On a primary basis, "we" will pay only "our" share of the loss that must be paid under insurance providing coverage on a primary basis. "Our" share is the proportion that "our" limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis; "we" will pay only "our" share of the loss that must be paid under insurance providing coverage on an excess basis. "Our" share is the proportion that "our" limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

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

- a. A duly licensed automobile dealer provides a vehicle to "you" or a "family member":

- (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
    - (2) To demonstrate the vehicle; or
  - b. The vehicle is rented or leased by "you" or a "family member" from a rental company for a period not more than 90 days.
3. In the event that the tortfeasor's motor vehicle liability insurance carrier and the underinsured motorist coverage are provided by the same insurance company, the underinsured party may proceed against his underinsured insurance carrier at any time after settlement of the underlying tortfeasor's liability policy claim.

#### **ARBITRATION**

- a. If "we" and a "covered person" do not agree:
  - (1) Whether that person is legally entitled to recover damages from a party responsible for the accident;
  - (2) As to the amount of damages that may be recovered the matter may be settled by arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated.

The "covered person" and "we" must mutually agree to arbitrate the disagreements. If the "covered person" and "we" do not agree to arbitrate, then the disagreement will be resolved in a court having competent jurisdiction.

If arbitration is used, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days as to the third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- (1) Pay the expenses it incurs; and
  - (2) Bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "covered person" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will not be binding on either party.

#### **ADDITIONAL DUTIES FOR UNDERINSURED MOTORISTS COVERAGE**

A person seeking coverage under this endorsement must also promptly:

1. Promptly send "us" copies of the legal papers if a suit is brought; and
2. Promptly notify "us" in writing by certified mail, return receipt requested of a tentative settlement between the "covered person" and the person(s) or organization(s) who may be legally responsible for the accident, or the insurer or legal representative of such person(s) or organization(s) and allow "us" 30 days to advance payment to that "covered person" in an amount equal to the tentative settlement, to preserve "our" rights against the person(s) or organization(s) who may be legally responsible for the accident, or the insurer or legal representative of such person(s) or organization(s).

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

3. Cooperate with "us" in the investigation, settlement or defense of any claim or suit. Cooperation includes, but is not limited to, identifying all parties who may be responsible for the accident and all insurers who may be obligated to provide coverage.

Written notice of a tentative settlement must include:

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

The following section is added:

## **GENERAL PROVISIONS**

The following is added to the Our Right to Recover Payment provision in Part F:

### **OUR RIGHT TO RECOVER PAYMENT**

1. If "we" make any payment under this policy and the person to or for whom payment was made has a right to recover damages from another, "we" shall be subrogated to that right. "Our" right to recovery under Paragraph **A.** and **B.** only exists after the "covered person" is fully compensated.

"Our" rights do not apply under Paragraph **A.** if "we";

- a. Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between a "covered person" and a person(s) or organization(s) who may be legally responsible for the accident, or the insurer or legal representative of such person(s) or organization(s); and
- b. Fail to advance payment to the "covered person" in an amount equal to the tentative settlement within 30 days after receipt of notification,

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

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

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

2. If "we" make any payment and the "covered person" recovers from another party, the "covered person" shall:
  - a. Hold the proceeds in trust for "us"; and
  - b. Pay "us" back the amount "we" have paid.

### **LEGAL ACTION AGAINST US**

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against "us" for the recovery of any claim under the provisions of the Underinsured Motorists Coverage of this policy unless the "covered person" has satisfied all of the things that "covered person" is required to do under the terms and conditions of this endorsement. Any claim for Underinsured Motorists Coverage must be brought within five (5) years of the date of the accident causing the "bodily injury". "Our" subrogation rights also must not be prejudiced.

All other provisions of this policy apply.



COVERAGES / PREMIUMS						
COVERAGES	LIMITS OF LIABILITY		VEH. 1	VEH. 2	VEH. 3	VEH. 4
SINGLE LIMIT LIABILITY	\$	EACH ACCIDENT	\$	\$	\$	\$
BODILY INJURY	\$	EACH PERSON	\$	\$	\$	\$
	\$	EACH ACCIDENT				
PROPERTY DAMAGE	\$	EACH ACCIDENT	\$	\$	\$	\$
		\$ DEDUCTIBLE				
PERSONAL INJURY PROTECTION	\$	TOTAL \$	\$	\$	\$	\$
	\$	MED EXP \$	\$	\$	\$	\$
		WORK LOSS DEDUCTIBLE				
ADDITIONAL PERSONAL INJURY PROTECTION	\$	TOTAL \$	\$	\$	\$	\$
	\$	MED EXP \$	\$	\$	\$	\$
		WORK LOSS DEDUCTIBLE				
MEDICAL PAYMENTS	\$	EACH PERSON <input type="checkbox"/> FULL <input type="checkbox"/> EXCESS	\$	\$	\$	\$
UNINSURED CSL/BI MOTORISTS PD	\$	EACH PERSON \$	\$	\$	\$	\$
	\$	EACH ACCIDENT	\$	\$	\$	\$
UNDERINSURED CSL/BI MOTORISTS PD	\$	EACH PERSON \$	\$	\$	\$	\$
	\$	EACH ACCIDENT	\$	\$	\$	\$
OTHER THAN COLLISION DED	1. \$	2. \$	\$	\$	\$	\$
	3. \$	4. \$	\$	\$	\$	\$
COLLISION DED	1. \$	2. \$	\$	\$	\$	\$
	3. \$	4. \$	\$	\$	\$	\$
ACV UNLESS AMOUNT STATED	1. \$	2. \$	\$	\$	\$	\$
	3. \$	4. \$	\$	\$	\$	\$
TOWING & LABOR LIMITS	<input type="checkbox"/> \$25	<input type="checkbox"/> \$50	<input type="checkbox"/> \$75	<input type="checkbox"/> \$100	\$	\$
TRANSPORTATION EXPENSES	<input type="checkbox"/> \$25 PER DAY	<input type="checkbox"/> \$40 PER DAY	\$	\$	\$	\$
	<input type="checkbox"/> \$50 PER DAY	<input type="checkbox"/> \$75 PER DAY	\$	\$	\$	\$
AD&D \$			\$	\$	\$	\$
INSTALLMENTS		TOTAL PER VEHICLE	\$	\$	\$	\$
DATE \$	DATE \$	TOTAL PREMIUMS \$				
DATE \$	DATE \$					

**RESIDENT & DRIVER INFORMATION (List all residents & dependents [licensed or not] and regular operators)**

NO.	NAME	SEX	MARITAL STATUS	DATE OF BIRTH	OCCUPATION	DATE LICENSE	STDT >100
1.							
2.							
3.							
4.							

**RESIDENT & DRIVER INFO, (Continued)**

NO.	GOOD STDT	DRV TRAIN	ACC DRIV CSE DATE	DRIVER'S LICENSE NO. / LICENSED STATE	SOCIAL SECURITY NUMBER
1.					
2.					
3.					
4.					

**ACCIDENTS / CONVICTIONS** PREVIOUS INS. CO.: \_\_\_\_\_ POLICY NO.: \_\_\_\_\_

HAS ANY DRIVER SHOWN ABOVE HAD AN ACCIDENT, PAID CLAIM OR BEEN CONVICTED OF A MOVING VIOLATION WITHIN THE LAST \_\_\_\_ YEARS?  
 YES  NO IF YES, INDICATE BELOW

DRV. NO.	DATE OF ACC / PD CLM / CONVICTION	DESCRIPTION OF ACCIDENT, PAID CLAIM OR CONVICTION	BI OR DEATH		AMOUNT PAID
			YES	NO	

**APPLICANT QUESTIONS**

1.	Has any driver had license suspended or restricted? .....	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Is any operator away from home at school? .....	<input type="checkbox"/>	<input type="checkbox"/>
	No. of miles? _____		
	Car at school? .....	<input type="checkbox"/>	<input type="checkbox"/>
	If Yes, where: _____		
3.	Does any member of the household use a covered auto for business delivery of any kind? .....	<input type="checkbox"/>	<input type="checkbox"/>
	If Yes, explain: _____		
4.	How long have you been a resident in the state where you are licensed?		

	Yes	No
5. Does any operator have a physical or mental impairment or past health problems (heart attack, diabetes, epilepsy, etc.)? (This question can not be asked in the state of Wisconsin.) .....	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, explain: _____		
6. Has any other company canceled or declined your insurance during the past three years for any reason, including nonpayment of premium?.....	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, why? _____		
7. Are there any nonoperating residents in the household age 14 or older?.....	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, give date(s) of birth: _____		
8. Are there any vehicles not owned by you but furnished or available for your regular use? .....	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, who is vehicle furnished for? _____		
9. Are there any other vehicles or licensed drivers in the household that are not shown on this application?.....	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, please explain circumstances and provide us with: _____		
Birth Date _____ Driver's License No. _____ Limits _____		
SSN No. _____ Carrier _____		
Explanation: _____		
10. Do you or any person who resides with you have any other cars, motorcycles, or motor homes insured on another policy? If Yes, indicate the number of vehicles and briefly describe: _____	<input type="checkbox"/>	<input type="checkbox"/>
11. Are any vehicles on this application owned by anyone other than the named insureds?.....	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify vehicles and titleholders: _____		
12. Are any vehicles equipped with radar detectors? .....	<input type="checkbox"/>	<input type="checkbox"/>

THE CINCINNATI INSURANCE COMPANY WILL REQUEST A CREDIT-BASED INSURANCE SCORE TO ASSIST IN THE DETERMINATION OF YOUR PREMIUM. IF YOUR SCORE DOES NOT MEET OR EXCEED THE ESTABLISHED THRESHOLD, OR YOUR SCORE IS NOT AVAILABLE FROM THE CONSUMER REPORTING AGENCY WE USE, YOU WILL NOT QUALIFY FOR THE MAXIMUM DECREASE IN PREMIUM (I.E., THE MAXIMUM CREDITS.)

I HEREBY AUTHORIZE THE CINCINNATI COMPANIES TO OBTAIN FROM THE STATE MVR RECORDING AGENCY A COPY OF MY MOTOR VEHICLE REPORT FOR USE IN RATING AND / OR UNDERWRITING THE INSURANCE FOR WHICH I DO HEREBY APPLY, AND ANY RENEWAL THEREOF. I UNDERSTAND THAT IN OBTAINING A MOTOR VEHICLE REPORT A CONSUMER REPORTING AGENCY MAY BE USED BY THE INSURER AND I DO HEREBY AUTHORIZE SUCH USE. I HEREBY CERTIFY THAT THE NAMED DRIVERS UNDER THIS POLICY HAVE AUTHORIZED ME TO CONSENT ON THEIR / HIS / HER BEHALF FOR THE INSURER TO OBTAIN MOTOR VEHICLE REPORT(S) FOR RATING AND / OR UNDERWRITING. I ALSO UNDERSTAND THE CINCINNATI INSURANCE COMPANIES MAY SHARE UNDERWRITING INFORMATION BETWEEN THEIR MEMBER COMPANIES, INCLUDING NEW BUSINESS LOSS HISTORY, MOTOR VEHICLE REPORTS AND RENEWAL MOTOR VEHICLE REPORTS. I HEREBY AUTHORIZE THEM TO DO SO.

IN THE STATE OF AZ, GA, IL, MN, MT, NC, AND VA THE APPLICANT FOR THIS INSURANCE MUST READ, INITIAL AND DATE THE FOLLOWING STATEMENT: I ACKNOWLEDGE, AT THE TIME OF COMPLETING THIS APPLICATION, I WAS GIVEN A PRIVACY POLICY STATEMENT, WHICH EXPLAINS THE PRIVACY PRACTICES OF THE CINCINNATI INSURANCE COMPANIES AND AFFILIATED SUBSIDIARIES.  
PLEASE INITIAL AND DATE: \_\_\_\_\_

**WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. IN MAINE AND VIRGINIA, INSURANCE BENEFITS MAY ALSO BE DENIED.**

NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING HE / SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

**PRODUCER QUESTIONS ON NEXT PAGE**

**PRODUCER QUESTIONS**

- |    |   | Yes                      | No                       |
|----|---|--------------------------|--------------------------|
| 1. | Has a loss history report been ordered? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, are the Reports Attached? _____                                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Was previous coverage written through assigned risk or substandard plan? .....<br>If Yes, why? _____  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Has this risk been previously carried in your agency?.....<br>If Yes, how long? _____   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | What are other Cincinnati Companies Policy Nos.? _____ HO _____<br>Auto _____ Other _____   |                          |                          |
| 5. | Applicant has been with their present employer _____ years.   |                          |                          |
| 6. | You have known applicant for _____ years  |                          |                          |
| 7. | Have you obtained the information on this application in a direct, in-person interview?.....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Does this risk meet the underwriting guide?.....<br>If No, the risk was approved by: _____<br>_____ prior to binding coverage.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | If this is new business and there is a youthful operator in the household, please complete Youthful Operator Questionnaire <b>MI-1323</b> and attach to this application. |                          |                          |

Date \_\_\_\_\_ Producer Signature \_\_\_\_\_

**Notes / Comments:**

# UNINSURED MOTORISTS COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE ARKANSAS

Part C is replaced by the following:

## SCHEDULE

UNINSURED MOTORISTS COVERAGE	Limit of Liability SPLIT LIMITS
Bodily Injury Liability	\$ _____ each person \$ _____ each accident
Property Damage Liability	\$ _____ each accident
<b>SINGLE LIMIT</b>	
Bodily Injury Liability / Property Damage Liability	\$ _____ each accident

### INSURING AGREEMENT

"We" will pay damages which a "covered person" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury":
  - a. Sustained by a "covered person"; and
  - b. Caused by an accident.
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorists Coverage applies. However, when both "bodily injury" and "property damage" Uninsured Motorists Coverage is afforded, only Items 1 and 3 of the definition of "uninsured motor vehicle" will apply to "property damage".

The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle". The "covered person" shall be required to prove all elements of the "covered person's" claim that are necessary to recover from the owner or operator of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without "our" written consent to both the suit and the judgment, is not binding on "us".

"Covered person" as used in this endorsement means:

1. "You".
2. Any "family member" who does not own an auto.
3. Any "family member" who owns an auto, but only while "occupying your covered auto".
4. Any other person "occupying your covered auto".
5. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1., 2., 3. or 4. above.

"Motor vehicle" as used in this endorsement means:

1. A self-propelled vehicle designed for use and principally used on public roads, including an automobile, truck and motorcycle.
2. A motor home, provided the motor home is not stationary and is not being used as a temporary or permanent residence or office.
3. "Motor vehicle" does not include a trolley, street car, "trailer", railroad engine, railroad car, motorized bicycle, golf cart, off-road recreational vehicle, snowmobile, forklift, aircraft, watercraft, construction

equipment, farm tractor or other vehicle designed and principally used for agricultural purposes, mobile home, vehicle traveling on treads or rails or any similar vehicle.

"Property Damage" as used in this endorsement means:

1. Injury to or destruction of "your covered auto", including its loss of use.
2. Injury to or destruction of any property owned by a person listed in **1.** and **2.** of "covered person" while contained in "your covered auto".
3. Loss of use of damaged or destroyed property.

"We" will pay a reasonable amount for loss of use for such damaged or destroyed property.

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

1. To which no liability bond or policy applies at the time of the accident to the "motor vehicle" or "trailer" or the owner or operator of the "motor vehicle" or "trailer".
2. That is a hit-and-run vehicle and neither the operator nor owner can be identified. The vehicle must either:
  - (a) Hit "you" or any "family member", "your covered auto" or a vehicle "you" or any "family member" is "occupying"; or
  - (b) Cause "bodily injury" to "you" or any "family member" without hitting "you" or any "family member", "your covered auto" or a vehicle "you" or any "family member" is "occupying".

"We" will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or similar coverage.

3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.

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

1. Owned by or furnished or available for your regular use or that of any "family member" or any other "covered person".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amount required by that motor vehicle law.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed for use mainly off public roads while not on public roads.
6. While located for use as a residence or premises.
7. For which liability coverage is afforded under this policy.

## EXCLUSIONS

- A. "We" do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by a "covered person":
  1. While that person is operating or "occupying" a "motor vehicle" owned by a "covered person", a spouse or a resident relative of a "covered person", if the "motor vehicle" is not specifically identified in this endorsement, or is not a newly acquired or replacement "motor vehicle" covered under this endorsement. This includes a "trailer" of any type used with that "motor vehicle".
  2. If that person settles the "bodily injury" or "property damage" claim with the person(s) or organization(s) legally responsible for the accident or the insurer or legal representative of such person(s) or organization(s) without "our" consent. However, this Exclusion (**A.2.**) does not apply if such settlement does not prejudice "our" right to recover payment.
  3. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (**A.3.**) does not apply to a share-the-expense car pool.

4. While operating or "occupying" a "motor vehicle" without a reasonable belief that he or she is entitled to do so. Under no circumstances will a person whose license has been suspended, revoked or never issued be held to have a reasonable belief that he or she is entitled to operate a "motor vehicle".
  5. For the first \$250 of the amount of "property damage" to the property of a "covered person" as the result of any one accident. This Exclusion (A.5.) does not apply if:
    - a. "Your covered auto" is legally parked and unoccupied while involved in an accident with an "uninsured motor vehicle";
    - b. The Declarations of this policy indicated "collision" coverage is provided for "your covered auto" and the damage to "your covered auto" exceeds \$200; or
    - c. "You" elect to have this loss paid under "Collision" coverage due to inadequate limits of liability for "Property Damage" caused by an "Uninsured Motor Vehicle" and the damage to "your" covered auto exceeds \$200, in which case, and "Collision" deductible applicable to the damage to "Your Covered Auto" will be waived.
- B.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law;
  2. Disability benefits law;
  3. Personal injury protection benefits; or
  4. Pension statutes.
- C.** No payment will be made for loss paid or payable to the "covered person" under Part D of the policy.
- D.** "We" do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

**LIMIT OF LIABILITY - SPLIT LIMITS**

- A.** The limit of bodily injury liability shown in the Schedule or the Declarations for each person for Uninsured Motorist Coverage is "our" maximum limit of liability for all damages, including damages claimed by any person or organization for care, loss of services, or death due to and arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Schedule or the Declarations for each accident for Uninsured Motorist Coverage is "our" maximum limit of liability for all damages due to and arising out of "bodily injury" resulting from any one accident. This is the most "we" will pay regardless of the number of:
1. Policies involved;
  2. "Covered persons";
  3. Claims made;
  4. Vehicles or premiums shown in the Declarations; or
  5. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy or any underinsured motorists coverage provided by endorsement to this policy.

"We" will not make a duplicate payment under this endorsement for any element of loss for which payment has been made by or for anyone who is legally liable.

"We" will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any workers' compensation, personal injury protection benefits, disability benefits, pension statutes or similar laws, including medical payments made under any statute.

Any amount payable under this insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A**; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
  - a. Workers' Compensation Law;
  - b. Disability Benefits law;
  - c. Personal injury protection benefits; or
  - d. Pension statutes.

#### **LIMIT OF LIABILITY - SINGLE LIMITS**

- A.** The limit of bodily injury liability shown in the Schedule or the Declarations for each person for Uninsured Motorist Coverage is "our" maximum limit of liability for all damages, including damages claimed by any person or organization for care, loss of services, or death resulting from any one accident. This is the most "we" will pay regardless of the number of:
1. Policies ;
  2. "Covered persons";
  3. Claims made;
  4. Vehicles or premiums shown in the Schedule or in the Declarations; or
  5. Vehicles involved in the accident.

The coverage limit for Uninsured / Underinsured Motorist Coverage applies separately to damages caused by an accident with an "uninsured motor vehicle" and an "underinsured motor vehicle".

- B.** No one will be entitled to receive duplicate payments or the same elements of loss under this coverage and Part **A** or Part **B** of this policy or any underinsured motorists coverage provided by endorsement to this policy.

"We" will not make a duplicate payment under this endorsement for any element of loss for which payment has been made by or for anyone who is legally liable.

"We" will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any workers' compensation, personal injury protection benefits, disability benefits, pension statutes or similar laws, including medical payments made under any statute.

Any amount payable under this insurance shall be reduced by all sums:

1. Paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A**; and
2. Paid or payable because of the "bodily injury" under any of the following or similar law:
  - a. Workers' compensation law;
  - b. Disability benefits law;
  - c. Personal injury protection benefits; or
  - d. Pension statutes.

#### **OTHER INSURANCE**

If there is other applicable liability insurance available under one or more policies or provisions of coverage:

1. The maximum recovery under all policies combined may equal but not exceed the highest applicable limit for any one vehicle under any policy providing coverage on either a primary or excess basis. However, any insurance "we" provide with respect to vehicle "you" do not own shall be excess over all other collectible uninsured motorists insurance. "We" will pay only the amount by which the limit of liability for this coverage exceeds the limits of such other insurance.
2. If the coverage under this policy is provided:
  - a. On a primary basis, "we" will pay only "our" share of the loss that must be paid under insurance providing coverage on a primary basis. "Our" share is the proportion that "our" limit of liability

insurance bears to the total of all applicable limits of liability insurance for coverage provided on a primary basis.

- b. On an excess basis, "we" will pay only "our" share of the loss that must be paid under insurance providing coverage on an excess basis. "Our" share is the proportion that "our" limit of liability bears to the total of all applicable limits of liability insurance for coverage provided on an excess basis.

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

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

## **ARBITRATION**

- 1. If "we" and a "covered person" do not agree:
  - a. Whether that person is legally entitled to recover damages from a party responsible for the accident;
  - b. As to the amount of damages that may be recovered the matter may be settled by arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated.

The "covered person" and "we" must mutually agree to arbitrate the disagreements. If the "covered person" and "we" do not agree to arbitrate, then the disagreement will be resolved in a court having competent jurisdiction.

If arbitration is used, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days as to the third arbitrator, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- (1) Pay the expenses it incurs; and
  - (2) Bear the expenses of the third arbitrator equally.
- 2. Unless both parties agree otherwise, arbitration will take place in the county in which the "covered person" lives. Local rules of law as to arbitration procedures and evidence will apply. A decision agreed to by two of the arbitrators will not be binding on either party.

## **ADDITIONAL DUTIES FOR UNINSURED MOTORISTS COVERAGE**

A person seeking Uninsured Motorists Coverage must also:

- 1. Promptly notify the police if a hit-and-run driver is involved.
- 2. Promptly send "us" copies of the legal papers if a suit is brought.
- 3. Cooperate with "us" in the investigation, settlement or defense of any claim or suit. Cooperation includes identifying all parties who may be responsible for the accident and all insurers who may be obligated to provide coverage.

## **PART F - GENERAL PROVISIONS**

"Our" Right to Recover provisions in the policy are replaced by the following:

### **OUR RIGHT TO RECOVER PAYMENT**

- A. If "we" make any payment under this policy and the person to or for whom payment was made has a right to recover damages from another "we" shall be subrogated to that right. "Our" right to recovery only exists after the "covered person" is fully compensated.

That person shall do:

- 1. Whatever is necessary to enable "us" to exercise "our" rights; and
- 2. Nothing after loss to prejudice them.

**B.** If "we" make any payment and the "covered person" recovers from another party, the "covered person" shall:

1. Hold the proceeds in trust for "us"; and
2. Pay "us" back the amount "we" have paid.

**LEGAL ACTION AGAINST US**

No lawsuit or action whatsoever or any proceeding in arbitration shall be brought against "us" for the recovery of any claim under the provisions of the Uninsured Motorists Coverage of this policy unless the "covered person" has satisfied all of the things that "covered person" is required to do under the terms and conditions of this endorsement. Any claim for Uninsured Motorists Coverage must be brought within five (5) years of the date of the accident causing the "bodily injury". "Our" subrogation rights also must not be prejudiced.

All other provisions of the policy apply.

# AMENDMENT OF POLICY PROVISIONS - ARKANSAS

## I. Definitions

The following replaces the second paragraph of Part **2. Your Covered Auto** definition:

If neither the vehicle being replaced or any other covered auto on "your" policy has **Part D - Coverage for Damage to Your Auto**, "we" will provide Collision and Other Than Collision coverage for "your" replacement or additional vehicle subject to a \$250 deductible for a period of 20 days after "you" become the owner. If "you" do not notify "us" within 20 days after "you" become the owner of "your" intention to add physical damage coverage for the vehicle "you" acquire, this physical damage coverage will expire.

## II. Part A - Liability Coverage

Part **A** is amended as follows:

**A.** The **Other Insurance** provision is replaced by the following:

### OTHER INSURANCE

If there is other applicable liability insurance, "we" will pay only "our" share of the loss. "Our" share is the proportion that "our" limit of liability bears to the total of all applicable limits. Any insurance "we" provide for a vehicle "you" do not own shall be excess over any other collectible insurance.

However, "we" will provide primary insurance:

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

## III. Part B - Medical Payments Coverage

**A.** Part **B** is amended as follows:

If there is other applicable auto medical payments insurance any insurance "we" provide shall be excess over any other collectible auto insurance providing funeral expenses. However, "we" will provide primary insurance:

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

## IV. Part D - Coverage for Damage to Your Auto

Part **D** is amended as follows:

**A.** The following is added as the last paragraph of the **Insuring Agreement** provision:

In the repair of your covered motor vehicle, "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.

**B.** The last sentence of the **Payment of Loss** provision is replaced by the following:

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

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

Actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

- C. The **Other Sources of Recovery** provision is replaced by the following:

**OTHER SOURCES OF RECOVERY**

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

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

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

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

- D. The **Appraisal** provision is replaced by the following:

**APPRAISAL**

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

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

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

**V. Part F - General Provisions**

Part F is amended as follows:

- A. The following is added to the **Our Right to Recover Payment** Provision:

**OUR RIGHT TO RECOVER PAYMENT**

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

- B. The **Termination** provision of Part F is replaced by the following:

**TERMINATION**

**CANCELLATION**

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

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to "us"; or

- b. Giving "us" advance written notice of the date cancellation is to take effect.
- 2. "We" may cancel by mailing to the "named insured" shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice if cancellation is for nonpayment of premium; or
  - b. At least 20 days notice in all other cases.
- 3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, "we" will cancel only:
  - a. For nonpayment of premium; or
  - b. If "your" driver's license or that of:
    - (1) Any driver who lives with "you"; or
    - (2) Any driver who customarily uses "your covered auto".Has been suspended or revoked. This must have occurred:
    - (1) During the policy period; or
    - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.However, "we" may not cancel under Paragraph (3.b.) solely because of the administrative suspension or revocation of the driver's license of the owner or operator of the motor vehicle under ARK CODE ANN § 5-65-104.
  - c. If the policy was obtained through material misrepresentation.

#### **NONRENEWAL**

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

- 1. Less than 6 months, "we" will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
- 2. 1 year or longer, "we" will have the right not to renew or continue this policy at each anniversary of its original effective date.

#### **AUTOMATIC TERMINATION**

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

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

#### **OTHER TERMINATION PROVISIONS**

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

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

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

#### **B. The Fraud provision does not apply to Part A - Liability Coverage.**

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

All other provisions of this policy apply.

*SERFF Tracking Number:* CNNB-125919029      *State:* Arkansas  
*Filing Company:* The Cincinnati Insurance Company      *State Tracking Number:* \$50  
*Company Tracking Number:* A-09-7052-AR  
*TOI:* 19.0 Personal Auto      *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)  
*Product Name:* Personal Auto - forms  
*Project Name/Number:* /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNB-125919029

State: Arkansas

Filing Company: The Cincinnati Insurance Company

State Tracking Number: \$50

Company Tracking Number: A-09-7052-AR

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Product Name: Personal Auto - forms

Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**

Approved

12/11/2008

**Comments:**

**Attachment:**

#P&CTransmittal.pdf

**Satisfied -Name:** Form Memorandum

**Review Status:**

Approved

12/11/2008

**Comments:**

**Attachment:**

FMemo#1.pdf



<b>18. Company's Date of Filing</b>	11/25/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

### Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	H-09-7052-AR
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Updates made to Acord Application  
Editorial updates made to UIM Endorsement

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

Effective March 1, 2007

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

**THE CINCINNATI INSURANCE COMPANY  
ARKANSAS PERSONAL AUTO PROGRAM  
FILING # A-09-7052-AR  
FORM MEMORANDUM**

<b>New or Revised Page</b>	<b>Replaced Page</b>	<b>Description of Change</b>
<b>CA1306I (10/08)</b>	<b>CA1306I (7/06)</b>	<b>ACORD AUTOMOBILE SUPPLEMENT APPLICATION</b> is revised to delete the last sentence in the paragraph regarding insurance scoring messages.
<b>N/A</b>	<b>CPA-0305 (1/01)</b>	<b>LOSS PAYABLE CLAUSE</b> -- withdraw; this clause is now in the auto policy.
<b>CPA0311AR (4/09)</b>	<b>CPA0311AR (4/08)</b>	<b>UIM MOTORISTS COVERAGE FOR BI AND PD ARKANSAS</b> - Editorial/spelling corrections on page 1 and 3. Page 4 Limit of Liability - Single Limits former part D is removed due to redundancy.
<b>CPA1005I (10/08)</b>	<b>CPA1005I (7/06)</b>	<b>PERSONAL AUTOMOBILE APPLICATION</b> is revised to delete the last sentence in the paragraph regarding insurance scoring messages.
<b>CPA1023AR (4/09)</b>	<b>CPA 1023AR (4/08)</b>	<b>UM MOTORISTS COVERAGE FOR BI AND PD ARKANSAS</b> - Editorial revision on page 1 correcting "forklift".
<b>CPA1094AR (4/09)</b>	<b>CPA1094AR (4/08)</b>	<b>AMENDMENT TO POLICY PROVISIONS - ARKANSAS</b> - Page 3 Cancellation revises the last paragraph in part 3 to comply with ARK CODE ANN 5-65-104.