

SERFF Tracking Number: AOIC-125474128 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: CAU-AR-99-02/05/2008-89809
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Automobile
Project Name/Number: CAU/89809

Filing at a Glance

Companies: Auto-Owners Insurance Company, Owners Insurance Company

Product Name: Commercial Automobile SERFF Tr Num: AOIC-125474128 State: Arkansas
TOI: 20.0 Commercial Auto SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 20.0001 Business Auto Co Tr Num: CAU-AR-99-02/05/2008-89809 State Status: Fees verified and received
Filing Type: Form Co Status: In Progress Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Authors: Claudia Stewart, Autumn Whitson, Nicole Sullenberger Disposition Date: 02/20/2008
Date Submitted: 02/06/2008 Disposition Status: Approved
Effective Date Requested (New): 03/06/2008 Effective Date (New): 03/06/2008
Effective Date Requested (Renewal): 03/06/2008 Effective Date (Renewal): 03/06/2008

State Filing Description:

General Information

Project Name: CAU Status of Filing in Domicile: Not Filed
Project Number: 89809 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/20/2008 Deemer Date:
State Status Changed: 02/20/2008
Corresponding Filing Tracking Number:
Filing Description:
FORM See Attached List
Forms Attach To:
Automobile Coverage Form
Submitted for your approval is the attached list of forms. We desire policies effective on or after March 06, 2008. Forms are submitted in final

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

Manager:

BRANDI HOLLY, MANAGER
COMMERCIAL AUTOMOBILE UNDERWRITING
HOLLY.BRANDI@AOINS.COM (emails without attachments)
commlinesund@aoins.net (emails with attachments)
517-323-1421 Ext.

Underwriter:

LYNN BOOMSMA
BOOMSMA.LYNN@AOINS.COM
(517) 323-1444

Company and Contact

Filing Contact Information

Brandi Holly, Manager holly.brandi@aoins.com
PO Box 30660 (517) 323-1421 [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: \$50.00 per filing
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Auto-Owners Insurance Company	\$50.00	02/06/2008	17846990
Owners Insurance Company	\$0.00	02/06/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/20/2008	02/20/2008

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Disposition

Disposition Date: 02/20/2008
Effective Date (New): 03/06/2008
Effective Date (Renewal): 03/06/2008
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
Form	Arkansas Underinsured Motorist Coverage	Approved	Yes
Form	Arkansas Personal Injury Protection	Approved	Yes
Form	Arkansas Uninsured Motorist Property Damage Coverage	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Underinsured Motorist Coverage	89749	08-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:42.09 89749 (12-05) Previous Filing #:		89749 (08-07).pdf
Approved	Arkansas Personal Injury Protection	89744	07-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:42.24 89744 (07-05) Previous Filing #:		89744 (07-07).pdf
Approved	Arkansas Uninsured Motorist Property Damage Coverage	89750	08-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:42.53 89750 (07-05) Previous Filing #:		89750 (08-07).pdf
Approved	Arkansas Amendatory Endorsement	89809	09-07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:45.50 89809 (07-05) Previous Filing #:		89809 (09-07).pdf

Arkansas
UNDERINSURED MOTORIST COVERAGE
Automobile Policy

It is agreed:

1. DEFINITIONS

The following definitions apply in addition to those contained in **SECTION I - DEFINITIONS** of the policy.

- a. **Occupying** means being in or on an **automobile** as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an **automobile**.
- b. **Punitive or exemplary damages** means those damages imposed to punish a wrongdoer and to deter others from similar conduct.
- c. **Underinsured automobile** means an **automobile** to which a **bodily injury** liability bond or liability insurance policy applies at the time of the **occurrence** in at least the minimum amounts required by the Financial Responsibility Law in the state where **your automobile** is normally garaged, however the limits of liability provided are less than those stated in the Declarations for Underinsured Motorist Coverage.

Underinsured automobile does not include an **automobile**:

- (1) owned or leased by, furnished to or available for regular use of **you** or anyone living with **you**.
- (2) owned or operated by a self insurer under any **automobile** law.
- (3) owned by any governmental unit or agency.
- (4) located for use as a residence or premises.
- (5) that is designed for use primarily off public roads except while actually on public roads.
- (6) that is an uninsured **automobile**. Uninsured **automobile** means an **automobile**:
 - (a) to which no **bodily injury** liability bond or liability insurance policy applies:
 - 1) at the time of the **occurrence**; and
 - 2) in at least the minimum amounts required by the Financial Responsibility Law in the state where **your automobile** is normally garaged.
 - (b) insured by a company that is or becomes insolvent.
 - (c) insured by a company that has issued a successful written denial of coverage.
 - (d) that is a hit and run **automobile**. By this we mean an **automobile**:

- 1) that causes **bodily injury** by actual physical contact with the injured person or the **automobile** the injured person is **occupying**; and
- 2) whose owner or operator is unknown.

An **occurrence** involving a hit and run **automobile** must be reported to the police within 24 hours of when it takes place.

2. COVERAGE

- a. We will pay compensatory damages, including but not limited to ~~loss of consortium~~ to any person who is legally entitled to recover from the owner or operator of an **underinsured automobile** because of **bodily injury** sustained by an injured person while **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy.
- b. If the first named insured in the Declarations is an individual, this coverage is extended as follows:
 - (1) We will pay compensatory damages, including but not limited to loss of consortium, you are legally entitled to recover from the owner or operator of an **underinsured automobile** because of **bodily injury** you sustain:
 - (a) when you are not **occupying** an **automobile** that is covered by **SECTION II - LIABILITY COVERAGE** of the policy; or
 - (b) when **occupying** an **automobile** you do not own which is not covered by **SECTION II - LIABILITY COVERAGE** of the policy.
 - (2) The coverage extended in 2.b.(1) immediately above is also extended to a **relative** who does not own an **automobile**.
- c. The **bodily injury** must be accidental and arise out of the ownership, maintenance or use of the **underinsured automobile**.
- d. Whether an injured person is legally entitled to recover damages and the amount of the damages shall be determined by agreement between the injured person and us. We will not be bound by any judgments for damages obtained or settlements made without our written consent.

3. EXCLUSIONS

Underinsured Motorist Coverage does not apply:

- a. to **punitive or exemplary damages**.
- b. to any person injured while **occupying** or injured by any **automobile** which is owned or leased by such person injured if such **automobile**:
 - (1) is designed primarily for use on public roads;
 - (2) is required to be registered and licensed prior to its use on public roads; and
 - (3) is not insured for Underinsured Motorist Coverage by the policy.

- c. to any person who settles the **bodily injury** claim without our written consent.
- d. to directly or indirectly benefit an insurer or self-insurer under any workers compensation law or disability benefits law.

4. LIMIT OF LIABILITY

We will pay compensatory damages for **bodily injury** up to the Limit of Liability for Underinsured Motorist Coverage stated in the Declarations as follows.

- a. The limit stated for "each person" is the amount of coverage and the most we will pay for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to one person in any one **occurrence**. This limit shall be reduced by those amounts available for payment under all applicable **bodily injury** liability bonds and liability insurance policies covering persons liable to the injured person. All claims resulting from or arising out of such **bodily injury** shall collectively be subject to this limit and constitute a single claim.
- b. The limit stated for "each occurrence" is the total amount of coverage and the most we will pay, subject to 4.a. above, for all compensatory damages, including but not limited to loss of consortium, because of or arising out of **bodily injury** to two or more persons in any one **occurrence**. All claims resulting from or arising out of such **bodily injury** shall collectively be subject to this limit and constitute a single claim.
- c. The Limit of Liability is not increased because of the number of:
 - (1) **automobiles** shown or premiums charged in the Declarations;
 - (2) claims made or **suits** brought;
 - (3) persons injured;
 - (4) **automobiles** involved in the **occurrence**; or
 - (5) persons to which this coverage applies.
- d. When Underinsured Motorist Coverage applies to two or more **automobiles**, the limit of liability stated for each such **automobile**:
 - (1) shall not be stacked in any manner to provide higher limits of liability than would apply if this coverage applied to only one **automobile**.
 - (2) may not be added to the limits for the same or similar coverage to provide higher limits of liability than would apply if this coverage applied to only one **automobile**.
- e. The amount we pay will not duplicate by any amounts paid or payable for the same **bodily injury**:
 - (1) under **SECTION II - LIABILITY COVERAGE** of the policy; or
 - (2) under any Uninsured Motorist Coverage if provided by the policy;
 - (3) under any Automobile Medical Payments coverage, if provided by the policy;

(4) under any Personal Injury Protection benefits, if provided by the policy; or

(5) by or on behalf of any person or organization who may be legally responsible for the **bodily injury**.

5. OTHER UNDERINSURED MOTORIST COVERAGE

If there is other Underinsured Motorist Coverage which applies, we will pay our share of the damages. Our share will be the ratio of our limit of liability to the total of all limits which apply. Total damages payable for one occurrence shall be considered not to exceed the limit of liability of the applicable policy that has the highest limit of liability.

~~The coverage extended to automobiles operated by:~~

~~(a) you;~~

~~(b) a relative; or~~

~~(c) any other person:~~

~~1) not excluded from coverage under the policy; and~~

~~2) within the scope of the permission granted by a person described in (a) or (b) immediately above~~

~~if the automobile is:~~

~~(a) loaned to a person described in (a), (b) or (c) immediately above by a duly licensed automobile dealer, with or without compensation, and the automobile is used as a:~~

~~1) temporary substitute automobile while your automobile is out of use because of breakdown, repair or servicing; or~~

~~2) demonstrator automobile; or~~

~~(b) is rented or leased from a rental company to a person described in (a), (b) or (c) above~~

~~shall be primary.~~

The coverage extended to all other automobiles you do not own will be excess over any other insurance available to you.

6. CONDITIONS

The following condition applies in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

TIME LIMITATION FOR ACTIONS AGAINST US

Any person seeking Underinsured Motorist Coverage must make a claim and bring **suit** for compensatory damages in accordance with the terms and conditions of the policy. Such claim must be made and **suit** must be brought:

(a) within five years after the occurrence; or

- (b) within one year after the liability insurer for the owner or operator of the automobile liable to the injured person has become the subject of insolvency proceedings in any state

whichever is later and provided that the person making the claim has not prejudiced our subrogation rights.

7. NOTICE OF PROPOSED SETTLEMENT - SUBROGATION RIGHTS

If an injured person, or in the case of death, the personal representative of such person agrees to settle a claim with a liability insurer and its insured, and such settlement does not fully satisfy the claim so as to create an underinsured motorist claim, written notice of the proposed settlement must be submitted to us by certified mail, return receipt requested. The written notice shall include:

- a. written documentation of pecuniary losses incurred, including copies of medical bills;
- b. written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- c. written confirmation from the tortfeasor's liability insurer as to the amount of the alleged tortfeasor's liability limits and the terms of the proposed settlement, which shall in no event include any component sum representing punitive or exemplary damages. However, in no event shall evidence of the referenced liability limits, the fact that a proposed settlement was reached or the terms of the proposed settlement be admissible in any civil action with the sole exception of:
 - (1) actions by us to enforce subrogation rights under Arkansas law; and
 - (2) actions by first underinsured automobile insureds against their insurer to enforce their contract or a settlement under Arkansas law.

We shall then have thirty (30) days after receipt thereof to consider authorization of the settlement or retention of our subrogation rights.

If we choose to preserve our subrogation rights, we shall refuse permission to settle the claim and shall then, within thirty (30) days after receipt of notice of the proposed settlement, pay to the injured person the amount of the written offer from the underinsured motorist's liability insurer. We shall then, upon final resolution of the underinsured motorist claim, be entitled to seek subrogation against the liability insurer to the extent of its limit of liability insurance, and the underinsured motorist for the amounts paid to the injured person. We shall, to the extent of such payment, be entitled to the proceeds of any settlement or judgment resulting from the exercise of any rights of recovery against any person or organization legally responsible for the bodily injury for which such payment was made. You agree that we may bring a legal action in your name, or as your subrogee, at our expense with attorneys of our choice, and you and any person receiving payments under this Underinsured Motorist Coverage agree to attend your depositions and the trial and to cooperate and assist us in the prosecution of such action. We shall be entitled to recover any payment made under this Underinsured Motorist Coverage, our attorney's fees and all our costs of collection.

If we authorize settlement or fail to respond as required by the above paragraph, the injured person may execute a full release and finalize the proposed settlement without prejudice to any underinsured motorist claim.

This provision shall not apply in the event the tortfeasor is insured by us or a company affiliated with us.

All other policy terms and conditions apply.

Arkansas
PERSONAL INJURY PROTECTION

It is agreed:

SECTION I - DEFINITIONS

The following definitions apply to this endorsement. Definitions contained in the policy do not apply to this endorsement.

1. **Automobile** means every self-propelled vehicle that is designed for use upon a highway, including trailers and semi-trailers designed for use with such motorized vehicles. **Automobile** does not include:

- a. Any vehicle operated on crawler treads or rails;
- b. Vehicles located for use as a residence or premises; or
- c. Farm tractors or other equipment designed for use off public roads while not on public roads.

2. **Injured person** means:

a. If the first named insured shown in the Declarations is an individual:

(1) **You**, when injured in an accident involving an **automobile**, except when the injury is the result of the maintenance, use or operation of an **automobile you own** that is not insured by this endorsement;

(2) A **relative**, when injured in an accident involving any **automobile**, except when the injury is the result of the maintenance, use or operation of an **automobile owned** by the injured **relative** that is not insured by this endorsement or when the injury is the result of the maintenance, use or operation of an **automobile you own** that is not insured by this endorsement; and

b. Any other individual who is neither a named insured nor an additional insured under any other policy that provides the prescribed minimum coverages and whose injuries arise out of an **automobile** accident:

(1) While occupying the insured automobile with your express or implied consent; or

(2) While a pedestrian, if the accident involves the insured automobile.

This does not include injury arising out of the maintenance, use or operation of an **automobile** that is not an insured automobile.

3. **Injury** means physical injury, sickness or disease sustained by a person including resulting death of that person.

4. **Insured automobile** means:

a. An automobile to which the:

(1) Bodily injury liability insurance of the policy; and

(2) The personal injury protection coverage of this endorsement

apply and for which you are required to maintain the owner's or operator's security required by the State of Arkansas.

~~b. An automobile operated by:~~

~~(1) you;~~

~~(2) a relative; or~~

~~(3) any other person;~~

(a) not excluded from coverage under the policy; and

(b) within the scope of the permission granted by a person described in (1) or (2) immediately above

if the automobile is:

(1) loaned to a person described in (1), (2) or (3) immediately above by a duly licensed automobile dealer, with or without compensation, and the automobile is used as a:

(a) temporary substitute automobile while your automobile is out of use because of breakdown, repair or servicing; or

(b) demonstrator automobile; or

(2) is rented or leased from a rental company to a person described in (1), (2) or (3) above:

5. **Occupying** means being in or on an automobile as a passenger or operator, or being engaged in the immediate acts of entering, boarding or alighting from an automobile.
6. **Occurrence** means an accident that results in injury and includes as one occurrence, all continuous or repeated exposure to substantially the same generally harmful conditions.
7. **Operator** means every person who is in actual physical control of an automobile.
8. **Pedestrian** means any individual not occupying any vehicle except a:
 - a. Vehicle operated by the power of an animal or a human; or
 - b. Motorcycle.
9. **Relative** means a person who resides with you and who is related to you by blood, marriage or adoption or who is your ward or foster child. **Relative** includes such person who usually resides

in your household but temporarily lives elsewhere.

10. **Rental company** means any person or entity in the business of providing primarily private passenger automobiles to the public under a rental agreement for a period not to exceed 90 days.

11. **We, us or our** means the Company providing this insurance.

12. **You or your** means the first individual or organization named in the Declarations.

SECTION II - PERSONAL INJURY PROTECTION

1. COVERAGE

The following coverages are provided without regard to fault only when shown in the Declarations.

a. Medical And Hospital Benefits

When MEDICAL AND HOSPITAL BENEFITS are shown in the Declarations, we will pay **Medical And Hospital Benefits** to or for an injured person who sustains accidental injury arising out of the maintenance, use or operation of an insured automobile as an automobile. **Medical And Hospital Benefits** means all reasonable and necessary expenses incurred within 24 months of the occurrence of the automobile accident for:

- (1) Medical;
- (2) Hospital;
- (3) Professional nursing;
- (4) Dental;
- (5) Surgical;
- (6) Ambulance;
- (7) Funeral expenses;
- (8) Prosthetic services; and

- (9) Nonmedical remedial care and treatment rendered in accordance with a recognized religious method of healing.

b. Income Disability Benefits

When INCOME DISABILITY BENEFITS are shown in the Declarations, we will pay to the injured person:

- (1) Loss of gross income from work the injured person would have earned, but cannot, because of injury arising out of the maintenance, operation or use of an insured automobile as an automobile after the occurrence of the automobile accident.
- (2) In the event the injured person is a non-income earner, expenses which are reasonably incurred for essential services in lieu of those the injured person would have performed without income, but cannot, because of injury arising out of the maintenance, use or operation of an insured automobile as an automobile after the occurrence of the automobile accident.

Benefits shall be payable for the period commencing eight days after the date of the automobile accident and shall not exceed fifty-two weeks.

c. Accidental Death Benefits

When ACCIDENTAL DEATH BENEFITS are shown in the Declarations, we will pay an Accidental Death Benefit in the event injury, sickness or disease directly resulting from the occurrence of an automobile accident and arising out of the maintenance, operation or use of an insured private passenger automobile as an automobile solely causes the death of the injured person within one year of the date of the automobile accident.

2. EXCLUSIONS

a. Medical And Hospital Benefits, Income Disability Benefits And Accidental Death Benefits

We will not pay Medical And Hospital Benefits, Income Disability Benefits nor any Accidental Death Benefits because of injury:

- (1) To any person while occupying an automobile owned by or furnished to or available for regular use by the injured person or any relative of such injured person, if the automobile is not an insured automobile.
- (2) To any person while operating the insured automobile without the express or implied consent of you or a relative or while not in lawful possession of the insured automobile.
- (3) To any person while occupying any automobile, other than the insured automobile, without the express or implied consent of the owner of such automobile.
- (4) To any person because of war, whether or not declared, insurrection or any of their consequences.
- (5) To any person resulting from radioactive, toxic, explosive or other hazardous properties of nuclear materials.
- (6) To any person operating or employed by an automobile garage, repair shop, sales agency, service station or public parking place. This exclusion does not apply to:
 - a) You;
 - b) A relative; or
 - c) Any person associated or employed by youwhile using the insured automobile in such business.
- (7) To any person that would be payable under any workers compensation law, unemployment compensation or disability benefits law or any similar law. This exclusion does not apply to Accidental Death Benefits.

- (8) To any person, if that person's conduct contributes to his or her injury by intentionally causing the injury to himself or herself.
- (9) To any person while committing a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official.
- (10) To any person arising out of the use of any automobile while located for use as a residence or premises.

3. LIMITS OF LIABILITY

a. Medical And Hospital Benefits

- (1) Except as provided in 3.a.(2) below, our limit of liability for payment of **Medical And Hospital Benefits** to or for any one **injured person** for **injury** because of or arising out of any one **automobile** accident shall not exceed the limit shown in the Declarations for reasonable and necessary medical expenses.
- (2) Our limit of liability for payment of **Medical And Hospital Benefits** to or for any one **injured person**, other than you or a **relative**, for **injury** sustained while a **pedestrian** struck by an **insured automobile** shall not exceed the limit shown in the Declarations.

We may pay the **injured person** or any person or organization providing covered services. All such payments will reduce the amount payable under this benefit for **injury** sustained by that **injured person**.

b. Income Disability Benefits

Our limit of liability for payment of **Income Disability Benefits** will be as follows:

- (1) 70% of loss of gross income from work the **injured person** would have earned, subject to a maximum of \$140 per week. If a greater amount is shown in the Declarations, we will pay up to that amount.

- (2) For a nonincome earner, covered and incurred expenses subject to a maximum of \$70 per week or any fractional part of a week. If a greater amount is shown in the Declarations, we will pay up to that amount.

c. Accidental Death Benefits

Our limit of liability for payment of **Accidental Death Benefits** are \$5,000 in the event of a covered accidental death of an **injured person**. If a greater amount is shown in the Declarations, we will pay up to that amount.

These amounts are the most we pay each **injured person** in any one **automobile** accident and will not be increased because of the number of **injured persons**, bonds or policies applicable, premiums paid, **insured automobiles** or claims made.

SECTION III - CONDITIONS

1. ACTION AGAINST US

No legal action may be brought against us until there has been full compliance with all the terms of this coverage.

2. NOTICE

In the event of an **automobile** accident, written notice containing particulars sufficient to identify the **injured person** and also reasonably obtainable information respecting the time, place and circumstances of the **automobile** accident must be given by or on behalf of each **injured person** to us or any of our authorized agents as soon as practicable.

If an **injured person**, his or her legal representative or his or her dependent survivors shall institute legal action to recover damages for **injury** against a person or organization who is or may be liable, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded to us as soon as practicable by the **injured person**, his or her legal representative or his or her survivors.

3. MEDICAL REPORTS AND PROOF OF CLAIM

As soon as practicable, the **injured person** or someone on his or her behalf shall give to us written proof of claim, under oath if required, including full particulars of the nature and extent of the injury, treatment and rehabilitation received and contemplated, and such other information as may assist us in determining the amount due and payable. The **injured person** shall submit to physical and mental examinations by physicians selected by us when and as often as we may reasonably require. We shall pay for such examinations.

4. OTHER INSURANCE, NONDUPLICATION AND COORDINATION

a. Coverage for **Medical And Hospital Benefits**, is subject to the following:

- (1) Except as provided elsewhere in this endorsement, if **you** are entitled to coverage for **Medical And Hospital Benefits** under this policy or any similar **automobile** insurance policy for loss covered under **Medical And Hospital Benefits**, we shall not be liable for a greater proportion of such loss than the applicable limit of liability that this policy bears to the total applicable limits of liability of all such insurance.
- (2) In the event of injury to a **relative**, if a **relative** is entitled to coverage for **Medical And Hospital Benefits** or any similar coverage as a named insured under any similar **automobile** insurance policy providing benefits without regard to fault, this policy will only apply as excess insurance over all other collectible insurance available to such **relative**.
- (3) In the event of injury to any person other than **you** or a **relative**, if such person is entitled to coverage for **Medical And Hospital Benefits** or any similar coverage as a named insured or **relative** under the terms of any other **automobile** insurance policy providing benefits without regard to fault, this policy will only apply as excess insur-

ance over all other collectible insurance available to such person.

No **injured person** may recover duplicate **Medical And Hospital Benefits** for the same elements of loss.

b. Coverage for **Income Disability Benefits** and **Accidental Death Benefits** are subject to the following:

If **you** or a **relative** has other collectible insurance under any other **automobile** insurance policy, the maximum recovery under all **automobile** insurance policies shall not exceed the amount payable under the **automobile** policy with the highest dollar limit of benefits. We shall not be liable for a greater proportion of such loss than the applicable limit of liability that this policy bears to the total applicable limits of liability of all such insurance.

In the event of injury to any person other than **you** or a **relative**, the coverage for **Income Disability Benefits** and **Accidental Death Benefits** will be excess over all other collectible insurance available to such person.

Coverage afforded by this endorsement is primary coverage for only injury sustained by an **injured person** in an **automobile** accident arising out of the operation or use of the **insured automobile** as an **automobile**; and

No **injured person** shall recover duplicate benefits for the same elements of loss under this or any similar insurance, including approved plans of self-insurance.

If an **injured person** has other similar insurance that is available and applicable to the **automobile** accident, that total amount recoverable shall not exceed the amount payable under the provisions of the insurance providing the highest dollar limit.

We shall not be liable for an amount greater than the proportion that our limit of liability bears to the sum of the limits of liability of all applicable insurance that applies on the same basis.

5. SUBROGATION

In the event of any payment under **Medical And Hospital Benefits** or **Income Disability Benefits**, we are subrogated to the rights of the person to whom or for whose benefit the payments were made to the extent of those payments. That per-

son must do everything necessary to secure such rights, do nothing to prejudice those rights, and shall execute and deliver to us instruments and papers necessary to secure his or her rights and obligations under this provision.

All other policy terms and conditions apply.

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Arkansas
UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE
Automobile Policy

It is agreed:

1. DEFINITIONS

- a. The following definitions apply to this endorsement in addition to those contained in **SECTION I DEFINITIONS** of the policy.

Rental company means any person or entity in the business of providing primarily private passenger automobiles to the public under a rental agreement for a period not to exceed 90 days.

Uninsured automobile means an automobile:

- (1) to which no **property damage** liability bond or insurance policy applies:
 - (a) at the time of the **occurrence**; and
 - (b) in at least the minimum amounts required by the state where **your automobile** is normally garaged.
- (2) insured by a company that becomes insolvent.
- (3) insured by a company that has issued a successful written denial of coverage.

Uninsured automobile does not include an automobile:

- (1) owned or leased by or furnished to or available for regular use of **you** or anyone living with **you**.
 - (2) owned or operated by a self-insurer under any **automobile** law.
 - (3) owned by any governmental unit or agency.
 - (4) located for use as a residence or premises.
 - (5) that is designed for use primarily off public roads except while actually on public roads.
- b. The definition of **property damage** contained in **SECTION I - DEFINITIONS** of the policy is replaced by the following:

Property damage means damage to or destruction of tangible property, including a reasonable allowance for loss of use of **your automobile**, but does not include loss of use of any other tangible property.

2. COVERAGE

- a. We will pay compensatory damages you are legally entitled to recover from the owner or operator of an **uninsured automobile** for **property damage** to your **automobile** provided your **automobile** is covered by **SECTION II - LIABILITY COVERAGE** of this policy.
- b. The **property damage** must:
 - (1) be accidental;
 - (2) be caused by actual physical contact between your **automobile** and the **uninsured automobile** whose owner or operator has been identified; and
 - (3) arise out of the ownership, maintenance or use of the **uninsured automobile**.
- c. Whether you are legally entitled to recover damages and the amount of damages shall be determined by agreement between you and us. We will not be bound by any judgment for damages obtained or settlement made without our written consent.

3. EXCLUSIONS

Uninsured Motorist Property Damage Coverage does not apply:

- a. to **property damage** caused by any **automobile** whose owner or operator is not identified.
- b. to **property damage** to personal property located in or upon your **automobile**.
- c. to inure directly or indirectly to the benefit of any insurer of property.
- d. to **property damage** to your **automobile** for which you have been compensated by other **property damage** liability or physical damage insurance.
- e. to **property damage** to any **automobile** insured under the Collision coverage of any policy.

4. LIMIT OF LIABILITY

- a. The most we shall pay for **property damage** to your **automobile** resulting from any one **occurrence** shall not exceed the lesser of:
 - (1) the Limit of Liability for Uninsured Motorist Property Damage stated in the Declarations; or
 - (2) the actual cash value of your **automobile** at the time of the **occurrence**less the Uninsured Motorist Property Damage deductible stated in the Declarations.

The deductible shown in the Declarations shall not apply if:

- (1) The **automobile** involved in the accident is insured by us for both Collision and Uninsured Motorist Property Damage coverage; and
- (2) The operator of the other **automobile** involved in the accident has been positively identified and is solely at fault.

b. The Limit of Liability is not increased because of the number of:

(1) **automobiles** shown or premiums charged in the Declarations;

(2) claims made or **suits** brought; or

(3) **automobiles** involved in the **occurrence**.

c. When Uninsured Motorist Property Damage Coverage applies to two or more **automobiles**, the limit of liability stated for each such **automobile** shall not be stacked in any manner to provide higher limits of liability than would apply if this coverage applied to only one **automobile**.

5. OTHER UNINSURED MOTORIST PROPERTY DAMAGE COVERAGE

a. If there is other Uninsured Motorist Property Damage Coverage which applies, we will pay our share of the damages. Our share will be the ratio of our limit of liability to the total of all limits which apply. Total damages payable for one occurrence shall be considered not to exceed the limit of liability of the applicable policy that has the highest limit of liability. This provision does not apply to paragraph b. immediately below.

b. With respect to an **automobile** operated by:

(1) you;

(2) a relative; or

(3) any other person:

(a) not excluded from coverage under the policy; and

(b) within the scope of the permission granted by a person described in (1) or (2) immediately above

if the **automobile** is:

(1) loaned to a person described in (1), (2) or (3) immediately above by a duly licensed **automobile** dealer with or without compensation, and the **automobile** is used as a:

(a) temporary substitute **automobile** while your **automobile** is out of use because of breakdown, repair or servicing; or

(b) demonstrator **automobile**; or

(2) is rented or leased from a rental company to a person described in (1), (2) or (3) above.

this policy shall be primary.

c. The coverage extended to all other **automobiles** you do not own will be excess over any other insurance available to you.

6. CONDITIONS

The following condition applies in addition to those contained in **SECTION VI - GENERAL CONDITIONS** of the policy.

TIME LIMITATION FOR ACTIONS AGAINST US

Any person seeking Uninsured Motorist Property Damage Coverage must:

- a. present a claim for compensatory damages according to the terms and conditions of the policy; and
- b. within five years after the occurrence.

All other policy terms and conditions apply.

Arkansas
AMENDATORY ENDORSEMENT
Automobile Policy

It is agreed:

1. Under **SECTION I - DEFINITIONS**, the following definition is added:

~~Rental company means any person or entity in the business of providing primarily private passenger automobiles to the public under a rental agreement for a period not to exceed 90 days.~~

2. **SECTION II - LIABILITY COVERAGE** is amended as follows:

- a. Under 1. **COVERAGE**, c. **Other Automobiles Covered** is deleted and replaced by the following:

c. Other Automobiles Covered

The Liability Coverage provided by your automobile also applies to certain other automobiles. It applies to:

(1) an automobile operated by:

(a) you;

(b) a relative; or

(c) any other person:

(1) not excluded from coverage under the policy; and

(2) within the scope of the permission granted by a person described in (a) or (b) immediately above;

if the automobile is:

(1) loaned to a person described in (a), (b) or (c) immediately above by a duly licensed automobile dealer, with or without compensation, and the automobile is used as a:

(a) temporary substitute automobile while your automobile is out of use because of breakdown, repair or servicing; or

(b) demonstrator automobile; or

(2) is rented or leased from a rental company to a person described in (a), (b) or (c) above.

(2) (a) an automobile you do not own which is temporarily used as a substitute for your automobile and which is not loaned to you by a duly licensed automobile dealer. Your automobile must be

out of use because of breakdown, repair, servicing, loss or destruction. The owner of the substitute automobile is not covered.

- (b) an automobile you do not own which is loaned, with or without compensation, to you by a duly licensed automobile dealer as a temporary substitute automobile because your automobile is out of use because of breakdown, repair or servicing;
 - (c) an automobile that is loaned to you or a relative by a duly licensed automobile dealer for use as a demonstrator automobile.
- (3) an automobile of the same type which you acquire after the inception date of the current policy term if:
- (a) it replaces your automobile. You must report the replacement automobile to us no later than the expiration date of the policy term during which the automobile was acquired; or
 - (b) it is an additional automobile and we insure all automobiles you already own provided you:
 - 1) report the additional automobiles to us within 30 days of delivery; and
 - 2) pay any required additional premiums.

This extension does not apply if you have other liability insurance that applies to the automobile you acquire.

b. 6. OTHER INSURANCE is deleted and replaced by the following:

6. OTHER INSURANCE

Except as stated below, the Liability Coverage provided by this policy shall be primary for:

a. your automobile; and

b. an automobile operated by:

(1) you;

(2) a relative; or

(3) an other person;

(a) not excluded from coverage under the policy; and

(b) within the scope of the permission granted by a person described in (1) or (2) immediately above;

if the automobile is:

(1) loaned to a person described in (1), (2) or (3) immediately above by a duly licensed automobile dealer, with or without compensation, and the automobile is:

~~(a) used as a temporary substitute automobile while your automobile is out of use because of breakdown, repair, or servicing; or~~

~~(b) used as a demonstrator automobile; or~~

~~(2) rented or leased from a rental company;~~

However, for automobiles other than described immediately above, this policy shall be excess over any other applicable automobile liability insurance.

- a. When this insurance is primary and there is other automobile liability insurance which is stated to be applicable on an excess or contingent basis, our liability shall not be reduced by the existence of such insurance.
- b. When both this insurance and other insurance apply on the same basis, whether primary, excess or contingent, we shall be liable for only our share. Our share shall be the ratio of the amount of this insurance to the total amount of all collectible automobile insurance.
- c. Subject to a. and b. above, this coverage shall be primary when any trailer is connected to your automobile (that is not a trailer).
- d. Subject to b. above, this coverage shall be excess when any trailer is connected to an automobile (that is not a trailer), except your automobile (that is not a trailer).

3. Under SECTION III - DAMAGE TO YOUR AUTOMOBILE, 1. COVERAGES, f. Other Automobiles Covered is deleted and replaced by the following:

f. Other Automobiles Covered

The Damage To Your Automobile Coverages provided for your automobile also apply to certain other automobiles. They apply:

(1) (a) to an automobile you do not own which is temporarily used as a substitute for your automobile which is not loaned by you by a duly licensed automobile dealer. Your automobile must be out of use because of breakdown, repair, servicing, loss or destruction. The owner of the substitute automobile is not covered.

~~(b) to an automobile operated by:~~

~~1) you;~~

~~2) a relative; or~~

~~3) any other person:~~

~~a) not excluded from coverage under the policy; and~~

~~b) within the scope of the permission granted by a person described in 1) or 2) immediately above;~~

if the automobile is:

1) ~~loaned to a person described in 1), 2) or 3) immediately above by a duly licensed automobile dealer, with or without compensation, and the automobile is:~~

~~a) used as a temporary substitute automobile while your automobile is out of use because of breakdown, repair, or servicing; or~~

~~b) used as a demonstrator automobile; or~~

2) ~~rented or leased from a rental company;~~

(2) to an automobile of the same type which you acquire after the inception date of the current policy term subject to the following:

(a) If the automobile replaces your automobile, we will apply only those coverages that apply to the automobile being replaced. You must report the replacement automobile to us no later than the expiration date of the policy term during which the automobile was acquired.

(b) If the automobile is an additional automobile and we insure all automobiles you already own, we will apply only those coverages which are common to all of your automobiles we insure provided you:

1) report the additional automobile to us within 30 days after you take possession; and

2) pay any required additional premiums.

You may, at any time during the first 30 days after you take possession of the automobile, purchase the broadest coverages applicable to any one automobile scheduled in the Declarations.

These extensions do not apply when there is other insurance covering your interest or the interest of the owner. However, paragraph f.(1)(a) above applies if you are legally liable and paragraph f.(1)(b) applies as primary insurance.

4. Under SECTION VI - GENERAL CONDITIONS, 3. FRAUD is deleted and replaced by the following:

3. FRAUD

We will not cover any person seeking coverage under this policy who has made fraudulent statements or engaged in fraudulent conduct with respect to procurement of this policy or to any occurrence for which coverage is sought. This condition does not apply to SECTION II - LIABILITY COVERAGE.

All other policy terms and conditions apply.

<i>SERFF Tracking Number:</i>	<i>AOIC-125474128</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Auto-Owners Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CAU-AR-99-02/05/2008-89809</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0001 Business Auto</i>
<i>Product Name:</i>	<i>Commercial Automobile</i>		
<i>Project Name/Number:</i>	<i>CAU/89809</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AOIC-125474128 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: CAU-AR-99-02/05/2008-89809
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Commercial Automobile
Project Name/Number: CAU/89809

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 02/20/2008

Comments:

Attachment:

89809 CAU transmittal.pdf

Property & Casualty Transmittal Document (Revised 1/1/08)

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 COMPANY	280

4. Company Name(s)	Domicile	NAIC #	FEIN #
AUTO-OWNERS INSURANCE COMPANY	Michigan	280-18988	38-0315280
OWNERS INSURANCE COMPANY	Ohio	280-32700	34-1172650

5. Company Tracking Number *CALLAR-99-02/05/2008-89809*

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

6. Name and address	Telephone #s	FAX #	E-mail
Brandi Holly, Manager P.O. Box 30660 Lansing, MI 48909-8160	517-323-1421 800-346-0346 Ext.	517 391-1903	HOLLY.BRANDI@AOINS.COM

7. Signature of authorized filer	<i>Brandi Holly</i>
8. Please print name of authorized filer	Brandi Holly

Filing Information (see general instructions for descriptions of these fields)

9. Type of Insurance (TOI)	20.0000 Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	20.0001 Business Auto
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12. Company Program Title (Marketing Title)	Commercial Automobile
13. Filing Type	FORM
14. Effective Dates(s) Requested	March 06, 2008
15. Reference Filing?	No
16. Reference Organization (if applicable)	
17. Reference Organization #	
18. Company's Date of Filing	February 05, 2008
19. Status of filing in domicile	Michigan- Exempt

Property and Casualty Transmittal Document-

20. This filing transmittal is part of Company Tracking # CAU-AR-99-02/05/2008-89809

21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

FORM FILING: See Attached List

Forms Attach To:
Automobile Coverage Form

Submitted for your approval is the attached list of forms. We desire to use these forms with policies effective on or after March 06, 2008. Forms are submitted in final printed copy.

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

Manager:

BRANDI HOLLY, MANAGER
COMMERCIAL AUTOMOBILE UNDERWRITING
HOLLY.BRANDI@AOINS.COM (emails without attachments)
commlinesund@aoins.net (emails with attachments)
517-323-1421 Ext.

Underwriter:

LYNN BOOMSMA
BOOMSMA.LYNN@AOINS.COM
(517) 323-1444

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 #:
Amount:
Calculation:

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.)

This page applies to the following state(s) Arkansas

1.	This filing transmittal is part of Company Tracking #		CALL-AR-99-02/05/2008-89809		
2.	This filing corresponds to rate/rule filing numbe				
3.	Component/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
1	Arkansas Amendatory Endorsement	89809 (09-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89809 (07-05)	
2	Arkansas Personal Injury Protection	89744 (07-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89744 (07-05)	
3	Arkansas Underinsured Motorist Coverage	89749 (08-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89749 (12-05)	
4	Arkansas Uninsured Motorist Property Damage Coverage	89750 (08-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89750 (07-05)	

PC FFS-1

AR-3