

SERFF Tracking Number: CLTR-125503420 State: Arkansas
 Filing Company: Essentia Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: PPA 2B FORMS FILING PP 04 95 10 07 ET AL
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: PPA AR Phase 2B AC0128030
 Project Name/Number: /

Filing at a Glance

Company: Essentia Insurance Company

Product Name: PPA AR Phase 2B AC0128030 SERFF Tr Num: CLTR-125503420 State: Arkansas
 TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: EFT \$50
 Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: PPA 2B FORMS State Status: Fees verified and
 (PPA) FILING PP 04 95 10 07 ET AL received
 Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty
 Montesi, Brittany Yielding
 Authors: Karen Pollitt, Stephanie Disposition Date: 02/26/2008
 Young, Linda Ryan-James
 Date Submitted: 02/25/2008 Disposition Status: Approved
 Effective Date Requested (New): 03/28/2008 Effective Date (New): 03/28/2008
 Effective Date Requested (Renewal): Effective Date (Renewal):
 State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 02/26/2008
 State Status Changed: 02/26/2008 Deemer Date:
 Corresponding Filing Tracking Number:
 Filing Description:

On behalf of Essentia Insurance Comapny, Coulter and Associates is filing the following revised Personal Auto Forms that incorporate most recent ISO updates.

- Uninsured Motorists, PP 04 95 10 07
 - o Adopting this version to replace 11/05 edition

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- Underinsured Motorists, PP 04 34 10 07
 - o Adopting this version to replace 01/05 edition

- Personal Injury Protection, PP 05 82 10 07
 - o Adopting this version to replace 06/94 edition

We are requesting an effective date of 3/28/08.

Company and Contact

Filing Contact Information

(This filing was made by a third party - coulterandassociatesinc)

Karen Pollitt, Senior Compliance Consultant karen@coulter-and-associates.com
 Coulter and Associates (609) 443-7540 [Phone]
 Cranbury, NJ 08512 (609) 443-4103[FAX]

Filing Company Information

Essentia Insurance Company	CoCode: 37915	State of Domicile: Missouri
One Beacon Lane	Group Code: 1129	Company Type: Property & Casualty
Canton, MA 02021	Group Name:	State ID Number:
(617) 725-6000 ext. [Phone]	FEIN Number: 04-2672903	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	forms@ \$50
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Essentia Insurance Company	\$50.00	02/25/2008	18139432

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Correspondence Summary

Dispositions

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

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Disposition

Disposition Date: 02/26/2008

Effective Date (New): 03/28/2008

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	Readability	Approved	Yes
Supporting Document	Authorization to File	Approved	Yes
Supporting Document	Certificate of Compliance	Approved	Yes
Supporting Document	PPO Checklist	Approved	Yes
Form	Uninsured Motorists	Approved	Yes
Form	Underinsured Motorists	Approved	Yes
Form	Personal Injury Protection	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Uninsured Motorists	PP 04 95	10 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PP 04 95 11/05 Previous Filing #: AR-PC-07-025033		PP04951007-UM-AR.pdf
Approved	Underinsured Motorists	PP 04 34	10 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 AR-PC-07-025033 Previous Filing #: PP 04 34 01/05		PP04341007-UIM-AR.pdf
Approved	Personal Injury Protection	PP 05 82	10 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 PP 05 82 06/94 Previous Filing #: AR-PC-07-025263		PP05821007-PIP-AR.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE – ARKANSAS

Part C – Uninsured Motorists Coverage is replaced by the following:

SCHEDULE

Uninsured Motorists Coverage	Limit Of Liability	Premium		
		Auto 1	Auto 2	Auto 3
Bodily Injury And Property Damage	\$ each person			
	\$ each accident	\$	\$	\$
	\$ each accident	\$	\$	\$
Bodily Injury Only	\$ each person			
	\$ each accident	\$	\$	\$

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" 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. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto" (including its loss of use).

D. "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.
2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.

3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. 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 within one year of the date of the accident.

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

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designated mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that 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.

B. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion (**B.2.**) does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**B.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
4. For the first \$200 of the amount of "property damage" to "your covered auto". This Exclusion (**B.4.**) does not apply if:
 - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
 - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.

C. This coverage shall not apply directly or indirectly to benefit:

1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
2. Any insurer of property.

D. No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.

E. 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

A. The limit of Bodily Injury Liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, 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 in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. The limit of Property Damage Liability, if shown in the Schedule or in the Declarations for each acci-

dent for Uninsured Motorists Coverage, is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. 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:

1. Part **A** or Part **B** of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

C. We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

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.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary 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. 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.

ARBITRATION

- A. If we and the "insured" do not agree:
 - 1. Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured";from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. How-

ever, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE – ARKANSAS

SCHEDULE

Limit Of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ each person			
\$ each accident	\$	\$	\$

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

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

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" 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 "insured" 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 an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

B. "Insured" 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. "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 the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

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 Arkansas.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable 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.

EXCLUSIONS

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this cover-

age under this policy. This includes a trailer of any type used with that 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.
- B.** We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
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. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**B.2.**) does not apply to a "family member" using "your covered auto" which is owned by you.
- 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; or
 2. Disability benefits law.
- 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

- A.** The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. 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 coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

- 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.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary 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. 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.

ARBITRATION

- A.** If we and the "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

- 1. Send us copies of the legal papers if a suit is brought; and
- 2. Notify us in writing by certified mail, return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

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 an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

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** with respect to Underinsured Motorists Coverage:

OUR RIGHT TO RECOVER PAYMENT

- 1. We shall be entitled to a recovery under Paragraph **A.** or **B.** only after the person has been fully compensated for damages.
- 2. 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 an "insured" and the insurer of an "underinsured motor vehicle"; and
 - b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

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

- a. That payment will be separate from any amount the "insured" 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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE – ARKANSAS

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

SCHEDULE

Benefits	Vehicle to Which Benefit Applies	Limit of Liability	Premium
<input type="checkbox"/> Medical Payments	Any "motor vehicle" which is registered or principally garaged in Arkansas and is: <input type="checkbox"/> Owned by the "named insured" and covered under Part A of this policy. <input type="checkbox"/> _____ .	\$ _____ per person. \$ _____ per "pedestrian" other than the "named insured" or any "family member".	\$ _____
<input type="checkbox"/> Work Loss	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is: <input type="checkbox"/> Owned by the "named insured" and covered under Part A of this policy. <input type="checkbox"/> _____ .	70% of loss of gross income up to a maximum of \$140 per week for an income earner. Up to \$70 per week for a non-income earner.	\$ _____
<input type="checkbox"/> Accidental Death	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is: <input type="checkbox"/> Owned by the "named insured" and covered under Part A of this policy. <input type="checkbox"/> _____ .	\$5,000 per person.	\$ _____
Total Premium	<input type="checkbox"/> _____ .		\$ _____

I. DEFINITIONS

The Definitions section is amended as follows:

A. The following definitions are replaced:

1. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
2. With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Schedule or Declarations to which medical payments apply. This includes:
 - a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your cov-

ered auto" which is out of normal use because of its:

- (1) Breakdown;
- (2) Repair;
- (3) Servicing;
- (4) Loss; or
- (5) Destruction.
- b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Schedule or Declarations to which work loss applies. This includes:

- a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair;
 - (3) Servicing;
 - (4) Loss; or
 - (5) Destruction.
 - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
- B.** The following definitions are added:
- 1. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:
 - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads;
 - b. Vehicle operated upon rails or crawler treads; or
 - c. Vehicle located for use as a residence or premises.
 - 2. "Named insured" means the person named in the Declarations.
 - 3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
 - a. Motorcycle; or
 - b. Vehicle operated by human or animal power.
 - 4. "Private passenger auto" means a "motor vehicle" which is a:
 - a. Private passenger;
 - b. Station wagon; or
 - c. Jeep type; automobile.
 - 5. "Private passenger motor vehicle" means a "motor vehicle" which is a:
 - a. "Private passenger auto".
 - b. Pickup or van not customarily used for:
 - (1) Occupational;
 - (2) Professional; or
 - (3) Business;
 purposes, other than farming or ranching.
 - c. Motorcycle.
- However, "private passenger motor vehicle" does not include a "motor vehicle"

- used as a public or livery conveyance for passengers.
- C.** "Insured" as used in this endorsement means:
- 1. The "named insured" or any "family member" who sustains "bodily injury" while:
 - a. "Occupying"; or
 - b. A "pedestrian" struck by; a "motor vehicle".
 - 2. Any other person who sustains "bodily injury":
 - a. While:
 - (1) "Occupying"; or
 - (2) A "pedestrian" struck by; "your covered auto".
 - b. While "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
 - (1) Use of such "motor vehicle" by the "named insured";
 - (2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
 - (3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.
- However, this Provision **(2.b.)** does not apply to work loss or accidental death.

**II. PERSONAL INJURY PROTECTION COVERAGE
INSURING AGREEMENT**

- A.** We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:
- 1. Be caused by an accident; and
 - 2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".
- We will only pay those benefits for which either the word included, or a specific premium, is shown in the Schedule or Declarations.
- B.** Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:
- 1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
 - a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
 - b. Any non-medical remedial care and treatment rendered in accordance

with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work loss.
 - a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
 - b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

EXCLUSIONS

- A. We will not provide Personal Injury Protection Coverage for "bodily injury":
 1. Sustained by any "insured" while:
 - a. Operating "your covered auto" without the "named insured's" express or implied consent; or
 - b. Not in lawful possession of "your covered auto".
 2. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.
 3. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 - d. Other hazardous; properties of nuclear material.

- B. We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:

1. Workers' compensation law; or
2. Employer's disability law.

- C. We do not provide coverage for work loss or accidental death sustained by:

1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "named insured".

2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "named insured" or that "family member".

3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.

4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.

- D. We will not provide coverage for medical payments for "bodily injury" sustained by:

1. The "named insured" while "occupying" any "motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "named insured".

2. Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "named insured" or that "family member".

3. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of;

the "named insured" or any "family member".
4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
5. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
6. Any "insured" other than the "named insured" or any "family member":
 - a. While "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:
 - (1) Selling;
 - (2) Repairing;
 - (3) Servicing;
 - (4) Storing; or
 - (5) Parking;

"motor vehicles".
 - b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or occupation not described in **6.a.** This exclusion (**6.b.**) does not apply to "bodily injury" resulting from the operation or occupancy of a:
 - (1) "Private passenger auto"; or
 - (2) Trailer used with such "private passenger auto" or "your covered auto";

by the "named insured" or his private chauffeur or domestic servant.
7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle".

PAYMENT OF BENEFITS

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

COORDINATION OF COVERAGE

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part **B** of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

LIMIT OF LIABILITY

The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "Insureds";
2. Policies or bonds applicable;
3. Claims made; or
4. "Your covered autos".

OTHER INSURANCE

- A. Any insurance we provide for medical payments:
 1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
 2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.
- B. Except as provided in **A.** above, if there is other similar collectible insurance which provides coverage for medical payments, 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.

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

1. A duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":
 - a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair; or
 - (3) Servicing; or
 - b. To demonstrate the "motor vehicle"; or
2. The "motor vehicle" is rented or leased by you or a "family member" from a rental

company for a period not more than 90 days.

- C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.
- D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:
 - 1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Schedule or Declarations exceeds the applicable limits of liability of all other insurance.
 - 2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - b. 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.

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

- 1. A duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":
 - a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
 - (1) Breakdown;
 - (2) Repair; or
 - (3) Servicing; or
 - b. To demonstrate the "motor vehicle"; or
- 2. The "motor 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 E – DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

- A. Duties A. and B.3. are replaced by the following:
 - A. We must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any "insureds" and witnesses.
 - B. A person seeking Personal Injury Protection Coverage must:

- 3. Submit, as often as we reasonably require, to physical and mental exams by physicians we select. We will pay for these exams.

B. The following duties are added:

A person seeking Personal Injury Protection Coverage must:

- 1. Give us written proof of claim, under oath if required. This proof of claim must include:
 - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
 - b. Any other information which may assist us in determining the amount due and payable.
- 2. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
- 3. Promptly send us copies of:
 - a. The summons and complaint; or
 - b. Other process;served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

IV. PART F – GENERAL PROVISIONS

Part F is amended as follows:

- A. The **Our Right To Recover Payment** provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

- 1. This provision does not apply to accidental death.
- 2. Paragraph A. of the provision is replaced by the following:

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:

- a. Hold in trust for us such rights of recovery;
- b. Do nothing after loss to prejudice them;
- c. Do whatever is necessary to secure these rights; and
- d. Execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.

- 3. The following is added to Paragraph B.:

We will have a lien against the proceeds of the recovery. We may give notice of the lien to:

- a. The person or organization causing "bodily injury";
- b. That person's agent or insurer; or
- c. A court having jurisdiction in the matter.

B. Paragraph **B.** of the **Policy Period And Territory** provision is replaced by the following:

POLICY PERIOD AND TERRITORY

- B.** The policy territory is:
- 1. The United States of America, its territories and possessions; or
 - 2. Canada.

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

SERFF Tracking Number: CLTR-125503420 State: Arkansas
Filing Company: Essentia Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: PPA 2B FORMS FILING PP 04 95 10 07 ET AL
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: PPA AR Phase 2B AC0128030
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CLTR-125503420 State: Arkansas
Filing Company: Essentia Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: PPA 2B FORMS FILING PP 04 95 10 07 ET AL
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: PPA AR Phase 2B AC0128030
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 02/26/2008

Comments:

Attachment:

AR NAIC P&C Transmittal-PPA Form 2.pdf

Satisfied -Name: Readability **Review Status:** Approved 02/26/2008

Comments:

Attachment:

AR Readability certificate.pdf

Satisfied -Name: Authorization to File **Review Status:** Approved 02/26/2008

Comments:

Attachment:

Essentia Auth to file.pdf

Satisfied -Name: Certificate of Compliance **Review Status:** Approved 02/26/2008

Comments:

Attachment:

AR PPA compliance.pdf

Satisfied -Name: PPO Checklist **Review Status:** Approved 02/26/2008

Comments:

Attachment:

AR forms checklist pauto 0308.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
One Beacon	1129

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Central Insurance Company	Missouri	37915	04-2672903	

5. Company Tracking Number	AC N 83 04 07 AR PPA Form
-----------------------------------	---------------------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Karen Pollitt, AIRC, CCP 379 Princeton-Hightstown Road Cranbury, NJ 08512	Sr. Compliance Consultant	(609) 443-1811	(609) 443-4103	karen@coulter-and-associates.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Karen Pollitt, AIRC, CCP		

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

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

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AR PPA Revised Form
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of Essentia Insurance Comapny, Coulter and Associates is filing the following revised Personal Auto Forms that incorporate most recent ISO updates.

- Uninsured Motorists, PP 04 95 10 07
 - o Adopting this version to replace 11/05 edition

- Underinsured Motorists, PP 04 34 10 07
 - o Adopting this version to replace 01/05 edition

- Personal Injury Protection, PP 05 82 10 07
 - o Adopting this version to replace 06/94 edition

We are requesting an effective date of 3/28/08.

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]
-----	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Form filing = \$50.00 via SERFF EFT

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	AR PPA Revised Form
-----------	--------------------------------------------------------------	---------------------

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---------------------------------------------------------------------------------------------------------------------------	--

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	PP 04 95	10 07	[] New [X] Replacement [] Withdrawn	PP 04 95 11 05	AR-PC-07- 025263
02	PP 04 34	10 07	[] New [X] Replacement [] Withdrawn	PP 04 34 01 05	AR-PC-07- 025263
03	PP 05 82	10 07	[] New [X] Replacement [] Withdrawn	PP 05 82 06 94	AR-PC-07- 025263
04			[] New [] Replacement [] Withdrawn		
05			[] New [] Replacement [] Withdrawn		
06			[] New [] Replacement [] Withdrawn		
07			[] New [] Replacement [] Withdrawn		
08			[] New [] Replacement [] Withdrawn		
09			[] New [] Replacement [] Withdrawn		
10			[] New [] Replacement [] Withdrawn		
11			[] New [] Replacement [] Withdrawn		
12			[] New [] Replacement [] Withdrawn		
13			[] New [] Replacement [] Withdrawn		
14			[] New [] Replacement [] Withdrawn		

RATE/RULE FILING SCHEDULE

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

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

1.	This filing transmittal is part of Company Tracking #	
-----------	--------------------------------------------------------------	--

2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
-----------	-----------------------------------------------------------------------------------------------------------------	--

Rate Increase
 Rate Decrease
 Rate Neutral (0%)

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

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

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

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

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

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
-----------	-------------------------------------------------------------------------------	--

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state

READABILITY CERTIFICATION

This is to certify that the form(s) below has (have) been subject to the Flesch Reading Ease Test.

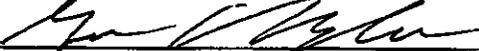
A. Option Selected

1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is _____.
2. Policy and riders are scored separately for the Flesch reading ease test. Scores for the policy and each form as outlined in the attached Exhibit 1.

B. Test Option Selected

1. Test was applied to entire form(s).
2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of forms enclosed indicating word samples tested.

Company Name: Essentia Insurance Company

Signature of Certifying Official: 

Printed Name and Title of Certifying Official: Gavin Blair Vice President and Actuary

Certifying Official's Address: 1 Beacon Lane, Canton MA 02021-1030

Date Signed: 2/21/08

Essentia Insurance Company
One Beacon Lane
Canton, MA 02021

Date: December 4, 2007
To: State Insurance Departments
From: Gavin Blair
Subject: Filing Authority for Coulter & Associates, Inc.

I, *GAVIN BLAIR*, an officer of Essentia Insurance Company, have authorized Coulter & Associates, Inc., acting as our Contracts Consultants, to file products and correspond with your Department on our behalf. The Authorization is effective until December 1, 2008.

Officer Signature: *Gavin Blair*

Title: *V.P. and Actuary*

ARKANSAS CERTIFICATE OF COMPLIANCE

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

FORM SELF CERT



I, GAVIN Blair, Vice President & Actuary of
(Name) (Title of Authorized Officer)
Essentia Insurance Company
(Name of Insurer)

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

corrective action shall be taken by the commissioner against the company.

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

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

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

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

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate

Does this Certification apply to all the companies in this filing? (Yes or No) ▶ Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number

Signature of Authorized Officer ▶		
Name of Authorized Officer ▶	GAVIN Blair	
Title of Authorized Officer ▶	Vice President & Actuary	
Email address of Authorized Officer ▶	gblair@onebeacon.com	
Telephone # of Authorized Officer ▶	781-832-8757	Date ▶ 2/27/08

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@arkansas.gov AID PC SelfCen (4/30/03)

LINE OF BUSINESS: Auto Liability

Code: 19.0000

LINE(S) OF INSURANCE

Personal PP
Auto No-fault (PIP)
Other Auto Liability

CODES

19.1001
19.0001
19.0002

IF CHECKLIST IS NOT APPLICABLE, PLEASE EXPLAIN:

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
COPIES, RETURN ENVELOPES, ETC	Rule & Reg 23—12/18/02. This reg is scheduled to change in 2003. WORD PDF	12/18/02—At this time Arkansas will accept the abstracts required in current Rule and Reg 23 <u>or</u> the NAIC Uniform Transmittal Document and its related forms. If the Uniform Transmittal document is used, no cover letter is necessary.	
COVER LETTER AND EXPLANATORY MEMORANDUM	Rule & Reg 23—12/18/02. This reg is scheduled to change in 2003. WORD PDF	12/18/02—At this time Arkansas will accept the abstracts required in current Rule and Reg 23 <u>or</u> the NAIC Uniform Transmittal Document and its related forms. If the Uniform Transmittal document is used, no cover letter is necessary.	
EFFECTIVE DATE WORDING	23-67-219 WORD PDF	C)(i) Every filing must be submitted for approval to the commissioner at least thirty (30) days prior to the proposed effective date. (ii) Upon written request of the filer, the commissioner may authorize an earlier effective date.	
FREE CONTRACT PROHIBITED			
LIMITATIONS/RESTRICTIONS ON TRANSACTING BUSINESS			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
LINE OF AUTHORITY	23-62-105 (Liab.) WORD PDF	23-62-105 (Liability) Code cite too large to quote. See link at left	
NO FILE OR FILING EXEMPTIONS			
UMBRELLA/EXCESS LIABILITY			
NAIC #	Bulletin 8-90 WORD PDF	NAIC #s are required on all correspondence, documents, reports, etc. filed by the insurer with the AR Insurance Dept.	
THIRD PARTY FILERS AUTHORITY		A third party filer must be given permission by insurer to file on their behalf. No specific code cite.	
TRANSACTING OTHER BUSINESS			
FORMS: POLICY PROVISIONS:			
ACCESS TO COURTS	23-79-203 WORD PDF	23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	Acknowledged
AGGREGATE LIMITS			
AMBIGUOUS & MISLEADING			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
APPLICATIONS	23-79-109(a) WORD PDF	23-79-109. Filing and approval of forms. (a)(1)(A) No basic insurance policy, or annuity contract form, or application form where written application is required and is to be made a part of the policy or contract, or printed rider or endorsement form or form of renewal certificate, shall be issued, delivered, or used as to a subject of insurance resident, located, or to be performed in this state unless the form has been filed with and approved by the Insurance Commissioner and, in the case of individual accident and health contracts, the rates have been filed with and approved by the commissioner.	Acknowledged
APPRAISALS	23-79-203(a) WORD PDF Bulletin 19-89 WORD PDF	23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	State Conf Endsmt AC01280308 Appraisal
ARBITRATION	23-79-203(a) WORD PDF Bulletin 19-89 WORD PDF	23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.	ISO UM/UIM Endorsements - Arbitration
ASSESSIBLE POLICIES			
BANKRUPTCY PROVISIONS	23-89-102 Word PDF ; Jarboe v. Shelter Ins. Co., 317 Ark. 395,877 S.W.2d 930 (1994)	Insurer's liability is not affected by the insured's insolvency; the filing of a petition in bankruptcy is not the type of immunity contemplated by this section.	Classic Auto Policy AC00010407 p9 Bankruptcy

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
BLANK ENDORSEMENTS	23-79-109 WORD PDF	Forms must be filed. A form without specific language is not a complete form and can't be approved. However, we will consider approving a "blank" form if the company will provide a detailed description of how the form will be used.	Acknowledged
CANCELLATION & NON-RENEWAL	23-66-206(11) WORD PDF	See "Permissible Reasons for Cancellation" below	
Cancellation-indiscriminate & capricious cancellation or nonrenewal by insurers	Directive 1-85 Bulletin 13-85 WORD PDF	Directive 1-85 primarily states the Dept. position on cancellations & nonrenewals. It deals with policies in effect more than 60 days, policyholders forced to suffer cancellation or nonrenewal when a company decides they wish to restrict writing in an area, termination of agent/agency contracts, etc. Bulletin 13-85 emphasizes the Dept. position stated in Directive 1-85. Both Directive and Bulletin are too long to provide here but are available by email or fax by contacting the P&C Division (501-371-2800).	Acknowledged AC01280308 Page 2
Calculation of Unearned/Return Premium	23-79-112(h) WORD PDF	“(h) On and after January 1, 1990, every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer.”	Acknowledged AC01280308 Page 3

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
Conditional Renewal	23-79-307 WORD PDF	<p>(6)(A) When an insurer revises its rates or rules and the revision results in a premium increase equal to or greater than twenty-five percent (25%) on any renewal policy issued for a term of twelve (12) months or less, the insurer shall mail or deliver to the insured's agent not less than thirty (30) days prior to the effective date of renewal, and to the insured not less than ten (10) days prior to the effective date of renewal, notice specifically stating the insurer's intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).</p> <p>(B) If the notice is not given as stated in subdivision (6)(A) of this section, the insurer is required to extend the existing policy thirty (30) days from the date such notice is mailed or delivered. The premium for the policy as extended in such circumstances</p>	<p>This statute applies only to Commercial policies: Subchapter 3. Minimum Standards - Commercial Property and Casualty Insurance Policies.</p>
Minimum Retained Premium	23-79-112(b)(7) WORD PDF	<p>23-79-112. Contents.</p> <p>(a) The written instrument in which a contract of insurance is set forth is the policy.</p> <p>(b) Every policy shall specify:</p> <ol style="list-style-type: none"> (1) The names of the parties to the contract; (2) The subject of the insurance; (3) The risks insured against; (4) The time when the insurance thereunder takes effect and the period during which the insurance is to continue; (5) The premium or premium deposit; (6) The policy fee, if any; (7) The minimum premium to be retained, if any, by a property or casualty insurer in the event of cancellation of the policy by the insured; and (8) The conditions pertaining to the insurance. 	<p>Satisfied in filed form, endorsement, declarations. We do not retain a minimum premium after cancellation – all refunds are pro-rata.</p>

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
Notice of Cancellation	23-66-206(9)(B) WORD PDF	(B) Cancellations of property and casualty policies shall only be effective when notice of cancellation is mailed or delivered by the insurer to the named insured and to any lienholder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation. However, where cancellation is for nonpayment of premium, at least ten (10) days' notice of cancellation accompanied by the reason for cancellation shall be given	Acknowledged AC01280308 Page 2
Notice of Non-renewal	23-79-307(7) WORD PDF	(7) Except in the case of nonpayment of premium, an insurer shall renew a policy, unless a written notice of nonrenewal is mailed at least sixty (60) days prior to the expiration date of the policy or, for a policy for a term longer than one (1) year and not having a fixed expiration date, sixty (60) days prior to the anniversary date	State Conformance Endorsement AC01280308 p2,3 Nonrenewal

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
Permissible Reasons for Cancellation	23-66-206(9)(A) WORD PDF	<p>(9)(A) "Policy cancellations" are cancellations of insurance coverage on a property or casualty risk which has been in force over sixty (60) days or after the effective date of a renewal policy or an annual anniversary date, unless the cancellation is based upon at least one (1) of the following reasons:</p> <ul style="list-style-type: none"> (i) Nonpayment of premium; (ii) Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy; (iii) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance; (iv) Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy; (v) Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy; or (vi) A material violation of a material provision of the policy. <p>(B) Cancellations of property and casualty policies shall only be effective when notice of cancellation is mailed or delivered by the insurer to the named insured and to any lienholder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation. However, where cancellation is for nonpayment of premium, at least ten (10) days' notice of cancellation accompanied by the reason for cancellation shall be given.</p> <p>(C) The provisions of subdivision (9) of this section shall not be applicable to any policy providing coverage for workers' compensation or employers' liability or to any policy providing coverage for personal automobile liability, automobile physical damage, or automobile collision, or any combination thereof;</p>	<p>Acknowledged State Conformance Endorsement AC01280308 p2,3 Termination</p>

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
Permissible Reasons for Non-renewal	Directive 1-85 Bulletin 13-85 WORD PDF	There is nothing SPECIFIC to this line of business but Directive 1-85 primarily states the Dept. position on cancellations & nonrenewals. It deals with policies in effect more than 60 days, policyholders forced to suffer cancellation or nonrenewal when a company decides they wish to restrict writing in an area, termination of agent/agency contracts, etc. Bulletin 13-85 emphasizes the Dept. position stated in Directive 1-85. Both Directive and Bulletin are too long to provide here but are available by email or fax by contacting the P&C Division (501-371-2800).	Acknowledged
Required Policy Period	23-79-112(b)(4) WORD PDF	23-79-112. Contents. (a) The written instrument in which a contract of insurance is set forth is the policy. (b) Every policy shall specify: (1) The names of the parties to the contract; (2) The subject of the insurance; (3) The risks insured against; (4) The time when the insurance thereunder takes effect and the period during which the insurance is to continue; (5) The premium or premium deposit; (6) The policy fee, if any; (7) The minimum premium to be retained, if any, by a property or casualty insurer in the event of cancellation of the policy by the insured; and (8) The conditions pertaining to the insurance.	Acknowledged. See policy form, declarations, endorsements.
Return Premium	23-79-112(h) WORD PDF	“(h) On and after January 1, 1990, every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer.”	Acknowledged AC01280308 Page 3
Suspension			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
CERTIFICATIONS		AR is a pilot state for self-certification. However, the forms required have not been developed. Contact Property & Casualty for additional info at (501)-371-2800.	
CLAIMS MADE			
CONSUMER INFORMATION			
Credit Scoring Notice	Bulletin 6-87 WORD PDF	Requires the address & phone # of the Arkansas Insurance Dept in every policy. The correct address is: Arkansas Insurance Dept., Consumer Services Division, 1200 W. 3rd St., Little Rock, AR 72201-1904; Telephone 800-852-5494 or 501-371-2640	Not Applicable
Privacy notice			
Notification Form			
CONTENT OF POLICIES	23-79-111 WORD PDF 23-79-112 WORD PDF	Too large to include entire code cite here. Refer to the links to the left	Acknowledged.
COUNTERSIGNATURES	Not Applicable	Resident countersignature requires were repealed several years ago.	
DECLARATIONS PAGE	No specific requirements		
DEFENSE WITHIN LIMITS			
DISCLOSURES			
DEFINITIONS			
DISCRIMINATION	23-66-206(14) WORD PDF	This section too large to provide here. Check link to left.	Acknowledged
DUTY TO DEFEND			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
EMPLOYERS LIABILITY			
EXCESS COVERAGE			
EXCLUSIONS & LIMITATIONS			
Asbestos			
Lead			
Mold			
Terrorism		Terrorism cannot be excluded on Personal Lines.	AC01900308
FICTITIOUS GROUPS	23-66-304 WORD PDF	Fictitious groups. (a) No insurer, whether an authorized or unauthorized insurer, shall make available through any rating plan or form any fire, casualty, or surety insurance to any person, firm, corporation, or association of individuals at any preferred rate, premium, or form of contract based upon any fictitious grouping of the firm, corporation, or association. (b) "Fictitious grouping" is defined and declared to be the grouping by membership, nonmembership, license, franchise, agreement, contract, or any other method or means wherein the person, firm, corporation, or association of individuals of a group may receive a preferred rate, premium, or form of insurance contract. (c) Nothing in this section shall apply to the State of Arkansas or any governmental unit thereof, including counties, school districts, municipalities, state agencies, or any other governmental subsidiary, to life or accident and health insurance or to annuity contracts, nor to any insurer that restricts its insurance coverage to members of a particular association or organization with which the insurer is directly affiliated.	Acknowledged, groups not used in this program
FORMS MISCELLANEOUS	23-79-109 WORD PDF	(General requirement that forms be filed). This section too large to provide here. Check link to left.	Acknowledged

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
FRAUD WARNING	23-66-503 WORD PDF	<p>Fraud warning required. (a) Claim forms, proofs of loss, or any similar documents, however designated, seeking payment or benefit pursuant to an insurance policy, and applications for insurance, regardless of the form of transmission, shall contain the following statement or a substantially similar statement:</p> <p>"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."</p> <p>(b) The lack of a statement as required in subsection (a) of this section does not constitute a defense in any prosecution for a fraudulent insurance act.</p> <p>(c) Policies issued by unauthorized insurers shall contain a statement disclosing the status of the insurer to do business in the state where the policy is delivered or issued for delivery or the state where coverage is in force. The requirement of this subsection may be satisfied by a disclosure specifically required by § 23-65-307.</p> <p>(d) The requirements of this section shall not apply to reinsurance proofs of loss or applications.</p>	Acknowledged. Application is compliant.
GROUP POLICIES			
Extra-Territorial Approval Authority			
GUEST PASSENGER LIABILITY			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
LIMITS	27-19-605	No policy or bond shall be effective unless issued by an insurance company or surety company authorized to do business in this state except as provided in subsection (b) of this section, nor unless the policy or bond is subject, if the accident resulted in bodily injury or death, to a limit, exclusive of interest and costs, of not less than twenty-five thousand dollars (\$25,000) because of bodily injury or death of one (1) person in any one (1) accident and subject to said limit for one (1) person, to a limit of not less than fifty thousand dollars (\$50,000) because of bodily injury or death of two (2) or more persons in any one (1) accident, and if the accident has resulted in injury to or destruction of property, to a limit of not less than twenty-five thousand dollars (\$25,000) because of injury to or destruction of property of others in any one (1) accident.	See AR Rates, Exception Rules.
LOSS PAYEE			
LOSS SETTLEMENTS			
Appraisal			
Action Against Company			
After Market Parts			
Arbitration			
Deductibles			
Defense Costs			
Loss Valuation			
NOTICE REQUIREMENTS			
Payment of Loss Time Period			
Appraisal			
MEDICAL PAYMENTS			
MINIMUM STANDARDS FOR CONTENT (POLICIES AND STANDARD FORMS)			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
PARTICIPATING POLICIES			
PERMISSIBLE DRIVER			
PERSONAL INJURY PROTECTION			
PREMIUM AUDIT			
PREMIUM REFUND			
PRIMARY/UNDERLYING COVERAGE			
PRIOR APPROVAL			
PUNITIVE DAMAGES			
READABILITY			
REBATES			
SERVICE CONTRACTS¾VEHICLE & OTHER THAN VEHICLE			
SUBROGATION			
Suit			
TIMELINESS			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
UNINSURED/UNDERINSURED MOTORISTS			
USE & FILE			
VALUED POLICIES			
VICARIOUS LIABILITY			
VOIDANCE			
WARRANTIES			
WORKERS' COMPENSATION¾EXCESS			
OTHER			
RATE, RULE, RATING PLAN, CLASSIFICATION, AND TERRITORY FILING REQUIRMENTS			
INDIVIDUAL RISK RATING			
ACTUARIAL CERTIFICATIONS FOR RATES			
ADOPTIONS OF RATE SERVICE ORGANIZATIONS (RSO) FILINGS			
Loss Costs			
CONSENT-TO-RATE			
CREDIT SCORING AND REPORTS			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
CREDIBILITY			
DEFENSE COSTS			
DISCOUNTS			
EXPIRATION DATE(S) FOR APPROVED RATES			
GROUP POLICIES			
Extra-Territorial Approval Authority			
LOSS COST MULTIPLIERS			
LOSS RATIO STANDARDS			
MID TERM CHANGES			
PREMIUM REFUND OR RETENTION			
PRICING			
Charges			
Minimum Premium Rules			
Multi-tier			
Payment Plans			
Premiums			
Service Charges			
Surcharges			
Other Fees			

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS			
RATE RANGES			
RATING PLAN REQUIREMENTS			
Expense Modification Plan			
Experience Rating			
Large Deductible			
Retrospective Rating			
Schedule Rating			
Small Deductible			
Wrap-up Rating			
RATE/LOSS COST SUPPORTING INFORMATION			
Competition			
REVIEW REQUIREMENTS			
Expenses			
Experience			
Judgment			
Credibility AND Other Factors			
Profit Loading			
RETURN ON EQUITY/ Investment Income			
SYMBOLS			
SUPPORTING DATA			
TRENDING			
OTHER			