

SERFF Tracking Number: FARM-125507419 State: Arkansas
First Filing Company: Farmers Insurance Company, Inc., ... State Tracking Number: #3010692726 \$50
Company Tracking Number: FAR0840-201120, FAR0840-401120
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: F-AR-2008-PA-F
Project Name/Number: AR S1825 - Amendatory Endt Amending E-Z Policy/A-08-020

Filing at a Glance

Companies: Farmers Insurance Company, Inc., Mid-Century Insurance Company

Product Name: F-AR-2008-PA-F SERFF Tr Num: FARM-125507419 State: Arkansas
TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: #3010692726 \$50
Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: FAR0840-201120, State Status: Fees verified and
(PPA) FAR0840-401120 received
Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty
Montesi, Brittany Yielding
Authors: Anahit Bekarian, Jeanette Disposition Date: 03/04/2008
Campion, Gayane Rupchian, Mina
Villegas, Chris SalvaCruz, Edmond
Balaian, Karen Lacy
Date Submitted: 02/25/2008 Disposition Status: Approved
Effective Date Requested (New): 10/01/2008 Effective Date (New): 10/01/2008
Effective Date Requested (Renewal): 10/01/2008 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: AR S1825 - Amendatory Endt Amending E-Z Policy Status of Filing in Domicile: Not Filed
Project Number: A-08-020 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 03/04/2008 Deemer Date:
State Status Changed: 03/04/2008
Corresponding Filing Tracking Number:
Filing Description:
Cover memo is attached as separate item in Supporting Document header

Company and Contact

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Filing Contact Information

Feliksa Barran, Manager - Business Feliksa_Barran@farmersinsurance.com
 Implementation
 4700 Wilshire Blvd. (323) 932-3056 [Phone]
 Los Angeles, CA 90010

Filing Company Information

Farmers Insurance Company, Inc. CoCode: 21628 State of Domicile: Kansas
 10850 Lowell Avenue Group Code: 212 Company Type:
 Overland Park, KS 66210-1667 Group Name: State ID Number:
 (323) 932-3056 ext. [Phone] FEIN Number: 48-0609012

Mid-Century Insurance Company CoCode: 21687 State of Domicile: California
 4680 Wilshire Blvd. Group Code: 212 Company Type:
 Los Angeles, CA 90010 Group Name: State ID Number:
 (323) 932-3056 ext. [Phone] FEIN Number: 95-6016640

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 is the required fee amount for this form filing. Check will be mailed via DHL tomorrow, 02-26-2008.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Farmers Insurance Company, Inc.	\$0.00	02/25/2008	
Mid-Century Insurance Company	\$0.00	02/25/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
In process	\$0.00	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	03/04/2008	03/04/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	02/26/2008	02/26/2008	Mina Villegas	03/03/2008	03/03/2008
Industry Response						

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Disposition

Disposition Date: 03/04/2008
Effective Date (New): 10/01/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover memo	Approved	Yes
Form	Endorsement Amending Your E-Z Reader Car Policy	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 02/26/2008

Submitted Date 02/26/2008

Respond By Date

Dear Feliksa Barran,

This will acknowledge receipt of the captioned filing. The filing will be reviewed upon receipt of the filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 03/03/2008

Submitted Date 03/03/2008

Dear Alexa Grissom,

Comments:

Response to objection letter dated 02-26-2008

Response 1

Comments: Response to objection letter dated 02-26-2008:

Dear Ms. Grissom:

We have submitted to DOI the filing fee check for \$50.00 on 02-28-2008 via DHL. The airbill # is 63022450844.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Endorsement Amending Your E-Z Reader Car Policy	S1825	01-08	Endorseme New nt/Amendm ent/Condi tions		40.60	S1825 endorsement .pdf

ENDORSEMENT AMENDING YOUR
E-Z READER CAR POLICY - ARKANSAS

§1825
ARKANSAS
3rd Edition

It is agreed that Your E-Z Reader Car Policy is amended as follows:

The following changes apply under the "Definitions" section of your policy:

Punitive or exemplary damages means damages awarded or imposed to punish a wrongdoer and to deter others from similar conduct.

Item 6 is added to Your Insured car:

Any **private passenger car** or **utility car**, or **utility trailer** while attached to a **private passenger car** or **utility car** that is an **insured car**, and while operated by **you** or a **family member**, and its occupants, if they are:

- (A) Loaned by a duly licensed automobile dealer as a temporary substitute while an **insured car** is out of use because of breakdown, repair, or servicing;
- (B) Loaned by a duly licensed automobile dealer to a named **insured** or **family member** for use as a demonstrator vehicle; or
- (C) Rented or leased by a named **insured** or **family member** from a rental company as defined in ° 23-64-202 (d)(2)(C) for a period not to exceed ninety (90) days.

Part I - Liability, Coverage A - Bodily Injury Coverage B - Property Damage, is amended to add the following:

This coverage shall include legal liability because of **bodily injury** to any person and/or **property damage** arising out of the maintenance or use of **your insured car** as defined by Item 6 of the Definitions section of this policy by **you** or a **family member**.

Part I - Liability, Other Insurance, is amended to add the following:

Notwithstanding any provision of this Other Insurance section to the contrary, to the extent that coverage under this Part arises from maintenance or use of **your insured car** as defined by Item 6 of the Definitions section of this policy by **you** or a **family member**, the coverage afforded by this Part shall be primary to any insurance or self-insurance maintained by a duly licensed automobile dealer or by a rental company as defined in ° 23-64-202 (d)(2)(C).

Part I - Liability, Exclusions, paragraph 15, is amended to read as follows:

Punitive or exemplary damages or the cost of defense related to such **damages**.

Part II - Uninsured Motorists, Coverage C - Uninsured Motorist Coverage (Including Underinsured Motorist Coverage), is amended to add the following:

This coverage shall include **bodily injury** sustained by **you** or a **family member** caused by an **accident** and arising out of the maintenance or use of **your insured car** as defined by Item 6 of the Definitions section of this policy by **you** or a **family member**.

Part II - Uninsured Motorists, Other Insurance, Item 3, is amended to provide as follows:

Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, to the extent that coverage under this Part arises from maintenance or use of **your insured car** as defined by Item 6 of the Definitions section of this policy by **you** or a **family member**, the coverage afforded by this Part shall be primary to any insurance or self-insurance maintained by a duly licensed automobile dealer or by a rental company as defined in ° 23-64-202 (d)(2)(C).

Part III - No-Fault, Coverage D - Medical Expense, Disability and Accidental Death Benefits, is amended to add the following:

This coverage shall include **bodily injury** sustained by **you** or a **family member** caused by an **accident** arising out of the operation or use of **your insured car** as defined by Item 6 of the Definitions section of this policy by **you** or a **family member**.

Part III - No-Fault, Other Insurance, is amended to add the following:

Notwithstanding any provision of this Other Insurance section to the contrary, to the extent that coverage under this Part arises from maintenance or use of **your insured car** as defined by Item 6 of the Definitions section of this policy by **you** or a **family member**, the coverage afforded by this Part shall be primary to any insurance or self-insurance maintained by a duly licensed automobile dealer or by a rental company as defined in ° 23-64-202 (d)(2)(C).

Part IV - Damage To Your Car, Additional Definitions Used In This Part Only, is amended to add Item 4 as follows:

As Used In This Part, the term **your insured car** shall include **your insured car** as defined by Item 6 of the Definitions section of this policy.

Under Part IV - Damage to Your Car, Other Insurance, is amended to add the following:

Notwithstanding any provision of this Other Insurance section to the contrary, to the extent that coverage under this Part arises from maintenance or use of **your insured car** as defined by Item 6 of the Definitions section of this policy by **you** or a **family member**, the coverage afforded by this Part shall be primary to any insurance or self-insurance maintained by a duly licensed automobile dealer or by a rental company as defined in ° 23-64-202 (d)(2)(C).

Under Part IV - Damage to Your Car, the "Appraisal" provision is deleted and replaced with the following:

Under part IV Damage to your car, Additional definitions used in this part only, 3. Your insured car is deleted and replaced by the following:

Any motor vehicle, operated by the named **insured** or **family member** and its occupants if the other motor vehicle is:

- (A) Loaned by a duly licensed automobile dealer as a temporary substitute while an **insured car** is out of use because of breakdown, repair, or servicing;
- (B) Loaned by a duly licensed automobile dealer to a named **insured** or **family member** for use as a demonstrator vehicle; or
- (C) Rented or leased by a named **insured** or **family member** from a rental company as defined in ° 23-64-202 (d)(2)(C) for a period not to exceed ninety (90) days.

Non-Binding and Voluntary Appraisal. If you and we fail to agree on the amount of loss, both parties may agree in writing to an appraisal. Appraisal is voluntary and non-binding on both parties. Your agreement to arbitrate shall not restrict your right to bring legal action against us at any point during the arbitration proceedings. Each party will choose a competent appraiser within 20 days after agreeing to the appraisal. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. However, any such decision is non-binding, and will not restrict your right to bring legal action against us. Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally.

Part V - Conditions, 3. Legal Action Against Us is deleted and replaced with the following:

3. Legal Action Against Us

We may not be sued unless there is full compliance with all the terms of this policy. Suit on or arising out of this policy must be brought within the time provided by the Statute of Limitations as set forth by Arkansas Law.

We may not be sued under the Liability Coverage until the obligation of a person we insure to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and us. No one shall have any right to make us a party to a suit to determine the liability of a person we insure.

Part V - Conditions, 8. Termination or Reduction of Coverage, a. Cancellation or Reduction of Coverage:

Under (3) (b), item (v) is added:

(v) You fail to pay the membership dues when due where they are required by us before a policy is issued and to maintain the policy.

Under (3) the following is added:

(d) We cannot rescind coverage under this policy for fraud or misrepresentation with respect to any **damages** for which any **insured person** is legally liable to any third party, arising out of the negligent use of a **private passenger car, utility car**, or other motor vehicle. This does not limit our right to rescind coverages other than **bodily injury** or **property damage** liability for fraud or misrepresentation.

Part V - Conditions, 8. Termination or Reduction of Coverage, b. Non-Renewal, "20 days" is changed to "30 days."

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 03/04/2008

Comments:

Attachment:

P&C transmittal.pdf

Satisfied -Name: Cover memo **Review Status:** Approved 03/04/2008

Comments:

Attachment:

Cover memo.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3.	Group Name	Group NAIC #			
	Farmers Insurance Group of Companies	0212			
4.	Company Name(s)	Domicile	NAIC #	FEIN #	
	Farmers Insurance Company, Inc.	CA	21628	48-0609012	0212
	Mid-Century Insurance Company	CA	21687	95-6016640	0212

5. Company Tracking Number	FAR0840-201120, FAR0840-401120
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #	FAX #	e-mail
	Jonathan Miller 4700 Wilshire Blvd. Los Angeles, CA 90010	Manager, Personal Lines/Underwriting/ Contracts	(323) 930-4214		

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Mina Villegas

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

9. Type of Insurance (TOI)	Personal Auto
10. Sub-Type of Insurance (Sub-TOI)	Private Passenger Auto
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	19.0/19.0001
12. Company Program Title (Marketing title)	J6234 – Modified Loss Settlement
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: 10-1, 2008 Renewal: 10-1-2008
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	February 25, 2008
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

PC TD-1 pg 1 of 2

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
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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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See cover memo.

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]
<p>Check #: In process Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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

PC TD-1 pg 2 of 2



FARMERS

4700 Wilshire Blvd.
Los Angeles, CA 90010
Bus: (323) 930-4214

www.farmersinsurance.com

February 25, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, Arkansas 72201-1904

Subject: Endorsement Amending Your E-Z Reader Car Policy- S1825

COMPANY	Reference Number	NAIC No.	GROUP No.
Farmers Insurance Company, Inc.	FAR0840-201120	21628	0212
Mid-Century Insurance Company	FAR0840-401120	21687	0212

Dear Commissioner:

We respectfully submit for your review and approval our **S1825 Endorsement Amending Your E-Z Reader Car Policy – Arkansas 3rd Edition**. The 3rd edition replaces the 2nd edition. We have revised this endorsement to comply with Act 373/HB2243 regarding primacy of coverage for losses involving rental vehicles.

We propose that this filing be applicable to all policies effective on or after October 1, 2008.

Should you have any questions, please feel free to contact Jonathon Miller at (323) 930-4214. Thank you for your cooperation in this matter.

Very truly yours,
FARMERS INSURANCE GROUP

By: Jonathon Miller, JD, GCA
Contracts Manager
Personal Lines/Underwriting/Contracts