

SERFF Tracking Number: CNNB-125525320 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: W-08-7045-AR
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
Product Name: Personal Watercraft forms
Project Name/Number: /

Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: Personal Watercraft forms

TOI: 04.0 Homeowners

Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations

Filing Type: Form

SERFF Tr Num: CNNB-125525320 State: Arkansas

SERFF Status: Closed

Co Tr Num: W-08-7045-AR

Co Status:

Author: Matt Terrell

Date Submitted: 03/06/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Disposition Date: 04/08/2008

Disposition Status: Approved

Effective Date Requested (New): 10/01/2008

Effective Date Requested (Renewal): 10/01/2008

Effective Date (New): 10/01/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 04/08/2008

State Status Changed: 03/10/2008

Corresponding Filing Tracking Number:

Filing Description:

Personal Watercraft forms update

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

Matt Terrell, Senior Filings Analyst

6200 S. Gilmore Road

matt_terrell@cinfin.com

(513) 603-5264 [Phone]

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Fairfield, OH 45014

(513) 881-8885[FAX]

Filing Company Information

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

CoCode: 10677
Group Code: 244
Group Name:
FEIN Number: 31-0542366

State of Domicile: Ohio
Company Type:
State ID Number:

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	03/06/2008	18375505

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	04/08/2008	04/08/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Alexa Grissom	03/20/2008	03/20/2008	Matt Terrell	04/04/2008	04/04/2008
Pending Industry Response	Alexa Grissom	03/10/2008	03/10/2008	Matt Terrell	03/19/2008	03/19/2008

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Disposition

Disposition Date: 04/08/2008

Effective Date (New): 10/01/2008

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
Form	WATERCRAFT LIABILITY I.D. CARD	Approved	Yes
Form	NOTICE TO POLICYHOLDERS - PW	Approved	Yes
Form	NEW NOTICE TO POLICYHOLDERS - PERSONAL WATERCRAFT POLICY	Approved	Yes
Form (revised)	SPECIAL PROVISIONS - AR	Approved	Yes
Form	SPECIAL PROVISIONS - AR	Approved	Yes
Form	SPECIAL PROVISIONS - AR	Approved	Yes

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 Product Name: Personal Watercraft forms
 Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
 Objection Letter Date 03/20/2008
 Submitted Date 03/20/2008
 Respond By Date
 Dear Matt Terrell,

This will acknowledge receipt of the captioned filing. I did not locate any reference to nonrenewal in the response.

Please feel free to contact me if you have questions.

Sincerely,
 Alexa Grissom

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 04/04/2008
 Submitted Date 04/04/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: We have added the "Nonrenewal" section to the end of the Endorsement providing 30 days notice to insureds.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
SPECIAL	PW314AR	10/08	Endorsement/Amendment	Replaced		0	PW314AR

SERFF Tracking Number: CNNB-125525320 State: Arkansas
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 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
 Product Name: Personal Watercraft forms
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PROVISIONS - AR /Conditions 10-08.pdf

Previous Version

SPECIAL	PW314AR 10/08	Endorsement/Amendment Replaced	0	PW314AR
PROVISIONS - AR		/Conditions		10-08.pdf
SPECIAL	PW314AR 10/08	Endorsement/Amendment Replaced	0	PW314AR
PROVISIONS - AR		/Conditions		10-08.pdf

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No Rate/Rule Schedule items changed.

Sincerely,
Matt Terrell

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 Product Name: Personal Watercraft forms
 Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
 Objection Letter Date 03/10/2008
 Submitted Date 03/10/2008
 Respond By Date
 Dear Matt Terrell,

This will acknowledge receipt of the captioned filing. Please amend the policy to allow for 30 days' notice of nonrenewal.

Please feel free to contact me if you have questions.

Sincerely,
 Alexa Grissom

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 03/19/2008
 Submitted Date 03/19/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: PW314AR page 2 revises notice of cancellation to 30 days.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
SPECIAL	PW314AR	10/08	Endorsement/Amendment	Replaced		0	PW314AR

SERFF Tracking Number: CNNB-125525320 *State:* Arkansas
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PROVISIONS - AR */Conditions* 10-08.pdf

Previous Version

SPECIAL PW314AR 10/08 *Endorsement/Amendment Replaced* 0 PW314AR
PROVISIONS - AR */Conditions* 10-08.pdf

SERFF Tracking Number: CNNB-125525320 *State:* Arkansas
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TOI: 04.0 Homeowners *Sub-TOI:* 04.0000 Homeowners Sub-TOI Combinations
Product Name: Personal Watercraft forms
Project Name/Number: /

No Rate/Rule Schedule items changed.

Sincerely,
Matt Terrell

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 Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	WATERCRAFT LIAIBILITY I.D. CARD	IP443AR	10/08	Certificate	Replaced	Replaced Form #:0.00 IP443AR 11/99 Previous Filing #:		IP443AR 10-08.pdf
Approved	NOTICE TO POLICYHOLDER S - PW	MI1896	1/08	Disclosure/ Notice	New		0.00	MI1896 01-08.pdf
Approved	NEW NOTICE TO POLICYHOLDER S - PERSONAL WATERCRAFT POLICY	MI1893	4/08	Disclosure/ Notice	New		0.00	MI1893 04-08.pdf
Approved	SPECIAL PROVISIONS - AR	PW314AR	10/08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 PW318AR 1/08 Previous Filing #:		PW314AR 10-08.pdf

**THE CINCINNATI INSURANCE COMPANY
WATERCRAFT LIABILITY I.D. CARD**

State _____ Date Processed _____
Policy Number _____ Effective Date _____ Expiration Date _____

Insured _____

Year _____ WATERCRAFT INSURED
Manufacture _____ Watercraft Identification No. _____

Signature _____

IN CASE YOU HAVE AN ACCIDENT . . .
CALL YOUR AGENT . . .

The Cincinnati Insurance Company
P.O. Box 145496, Cincinnati, OH 45250-5496

IP443AR (10/08)

**KEEP THIS CARD
IN YOUR WATERCRAFT
WHILE IN OPERATION**

We can serve you better if you . . .

1. Report all claims immediately to the police and to your agent.
2. Get the names, addresses and telephone numbers of all drivers, owners and occupants of the other watercraft involved,
3. Get the names, addresses and telephone numbers of any witnesses.
4. Do not accept responsibility or discuss the accident with anyone except the coast guard or a representative of this Company.

SUPPLEMENTARY PAYMENTS

This Company agrees, through its Representatives or otherwise, to pay premiums or costs on bonds to release attachments, also, the premium on or cost of bail bonds not to exceed the limit per bail bond listed in "supplementary payments" in the policy. The Company has no obligation to apply for or furnish any such bonds.

SERVICE TO YOU IS OUR MAIN CONCERN

NOTICE TO POLICYHOLDERS - PERSONAL WATERCRAFT POLICY

NO COVERAGE IS PROVIDED BY THIS SUMMARY nor can it be construed to replace any provision of your policy. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

In your renewal Personal Watercraft Policy, a definition of the term "occurrence" is introduced; 'limit of insurance' replaces 'limit of liability' or 'amount of liability' in applicable references; the Section I - Deductible provision now references 'the watercraft's trailer'; the Towing and Emergency Assistance provision replaces 'unless an optional limit of coverage' with 'unless an optional limit'; the Section II - Additional Payments provision increases the loss of earnings coverage amount from \$50 a day to \$250 a day; and in Section VII - General Conditions (Applicable to all coverages), loss payees and additional insureds are addressed under the Cancellation provision and a Nonrenewal clause is added.

NOTICE TO POLICYHOLDERS - PERSONAL WATERCRAFT POLICY

NO COVERAGE IS PROVIDED BY THIS SUMMARY nor can it be construed to replace any provision of your policy. YOU SHOULD READ YOUR POLICY AND ENDORSEMENTS AND REVIEW YOUR DECLARATIONS PAGE for complete information on the coverages you are provided. If there is any conflict between the policy or endorsements and this summary, THE PROVISIONS OF THE POLICY AND ENDORSEMENTS SHALL PREVAIL.

If your policy is cancelled or nonrenewed, notice will be made to the first Named Insured shown in the Declarations.

PERSONAL WATERCRAFT

SPECIAL PROVISIONS - ARKANSAS

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **SUBROGATION**, the first paragraph is deleted and replaced with the following:

Any insured may waive in writing before a loss all rights of recovery against any person. If not waived, "we" may require an assignment of rights of recovery for a loss to the extent that payment is made by "us". However, "we" will be entitled to a recovery only after an insured has been fully compensated for the loss sustained.

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **OUR RIGHT TO RECOVER**, the second paragraph is deleted and replaced with the following:

If "we" make payment under this policy and the person on whose behalf payment is made recovers also from others, that person shall hold that payment in trust for "us" and shall reimburse "us" to the extent of "our" payment. However, "we" will be entitled to a recovery only after an insured has been fully compensated for the loss sustained.

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **APPRAISAL**, is deleted and replaced with the following:

If "we" cannot agree with "you" on the amount of loss, either of "us" can make a request that the amount be set by appraisal. If both parties agree to appraisal, each shall select a competent, independent appraiser and notify the other of his identity within 30 days after receiving the request. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, either of "us" can ask a judge, in a court of record in the state of "your" residence to select an umpire. The appraisers will then set the amount of the loss. If the appraisers submit a written report of agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will determine the loss. Each appraiser will be paid by the party selecting him. Other expenses of appraisal and compensation of the umpire will be paid equally by "you" and "us". An appraisal decision will not be binding on either party.

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **LEGAL ACTION AGAINST US**, the first paragraph is deleted and replaced by the following:

An "insured person" may not take legal action against "us" unless all terms of this policy have been complied with. Also, action must be started within five years from:

Section **VII** - GENERAL CONDITIONS, **CANCELLATION** is deleted and replaced by the following:

CANCELLATION:

- (a) The first Named Insured shown in the Declarations may cancel this policy at any time by returning it to "us" or by notifying "us" in writing of the date cancellation is to take effect.
- (b) "We" may cancel this policy by notifying the first Named Insured shown in the Declarations in writing of the date cancellation takes effect. This cancellation notice may be delivered to the first Named Insured shown in the Declarations, or mailed to the first Named Insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When "you" have not paid the premium, "we" may cancel at any time by letting "you" know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect more than 60 days or at any time if it is renewal with "us", "we" may cancel for one or more of the following reasons:
 - (a) Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing this policy, or in presenting a claim under this policy;
 - (b) Upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

- (c) If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy of such property which substantially increases any hazard insured against;
- (d) For nonpayment of membership dues required by "us" as a condition of the issuance and maintenance of this policy; or
- (e) In the event of a material violation of a material provision of this policy.

This can be done by letting "you" know at least 30 days before the date cancellation takes effect.

- (c) When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- (d) If the return premium is not refunded with the notice of cancellation or when this policy is returned to "us", "we" will refund it to the first Named Insured shown in the Declarations within a reasonable time after the date cancellation takes effect.

The following Condition is added:

Nonrenewal

"We" may elect not to renew this policy. "We" may do so by delivery to the first Named Insured shown in the Declarations, or mailing to the first Named Insured shown in the Declarations at their mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.

All other provisions of this policy apply.

SERFF Tracking Number: CNNB-125525320 *State:* Arkansas
Filing Company: The Cincinnati Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: W-08-7045-AR
TOI: 04.0 Homeowners *Sub-TOI:* 04.0000 Homeowners Sub-TOI Combinations
Product Name: Personal Watercraft forms
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

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Product Name: Personal Watercraft forms
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved 04/08/2008

Comments:

Attachments:

#P&CTransmittal.pdf
#Forms Schedule.pdf

18. Company's Date of Filing	3/6/08
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 #	W-08-7045-AR
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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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IP443AR (10/08) Replaces IP443 (11/99)

WATERCRAFT LIABILITY I.D. CARD "Make" is changed to "Manufacture". Punctuation is added to parts 1, 2, and 3.

MI1896 (1/08) Is introduced

NOTICE TO POLICYHOLDERS - PERSONAL WATERCRAFT POLICY is to be attached to all renewal personal watercraft policies.

MI1893 (4/08) is introduced

NEW NOTICE TO POLICYHOLDERS - PERSONAL WATERCRAFT POLICY - Notice of cancellation or nonrenewal will be made to the first Named Insured shown in the Declarations.

(For all renewals (one time, only) of existing policies.)

PW314AR (10/08) replaces PW318AR (1/08)

SPECIAL PROVISIONS - AR - to achieve consistency with the base policy's (PW1002) Nonrenewal provision, the 'first Named Insured shown in the Declarations' replaces 'you'. 'Loss payee' duplication (with the base policy's Loss Payable Clause) reference is dropped.

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT

Amount: 50.00

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

Effective March 1, 2007

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

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 #	W-08-7045-AR			
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	WATERCRAFT LIABILITY I.D. CARD	IP443AR 10/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	IP443AR 11/99	
02	NOTICE TO POLICYHOLDERS - PERSONAL WATERCRAFT POLICY	MI1896 1/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
03	NEW NOTICE TO POLICYHOLDERS - PERSONAL WATERCRAFT POLICY	MI1893 4/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	
04	SPECIAL PROVISIONS - AR	PW314AR 10/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PW314AR 1/08	
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	SPECIAL PROVISIONS - AR	03/19/2008	PW314AR 10-08.pdf
No original date	Form	SPECIAL PROVISIONS - AR	03/06/2008	PW314AR 10-08.pdf

PERSONAL WATERCRAFT

SPECIAL PROVISIONS - ARKANSAS

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **SUBROGATION**, the first paragraph is deleted and replaced with the following:

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Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **OUR RIGHT TO RECOVER**, the second paragraph is deleted and replaced with the following:

If "we" make payment under this policy and the person on whose behalf payment is made recovers also from others, that person shall hold that payment in trust for "us" and shall reimburse "us" to the extent of "our" payment. However, "we" will be entitled to a recovery only after an insured has been fully compensated for the loss sustained.

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If "we" cannot agree with "you" on the amount of loss, either of "us" can make a request that the amount be set by appraisal. If both parties agree to appraisal, each shall select a competent, independent appraiser and notify the other of his identity within 30 days after receiving the request. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, either of "us" can ask a judge, in a court of record in the state of "your" residence to select an umpire. The appraisers will then set the amount of the loss. If the appraisers submit a written report of agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will determine the loss. Each appraiser will be paid by the party selecting him. Other expenses of appraisal and compensation of the umpire will be paid equally by "you" and "us". An appraisal decision will not be binding on either party.

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **LEGAL ACTION AGAINST US**, the first paragraph is deleted and replaced by the following:

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- (2) When this policy has been in effect more than 60 days or at any time if it is renewal with "us", "we" may cancel for one or more of the following reasons:
 - (a) Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing this policy, or in presenting a claim under this policy;
 - (b) Upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

- (c) If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy of such property which substantially increases any hazard insured against;
- (d) For nonpayment of membership dues required by "us" as a condition of the issuance and maintenance of this policy; or
- (e) In the event of a material violation of a material provision of this policy.

This can be done by letting "you" know at least 30 days before the date cancellation takes effect.

- (c) When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- (d) If the return premium is not refunded with the notice of cancellation or when this policy is returned to "us", "we" will refund it to the first Named Insured shown in the Declarations within a reasonable time after the date cancellation takes effect.

All other provisions of this policy apply.

PERSONAL WATERCRAFT

SPECIAL PROVISIONS - ARKANSAS

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **SUBROGATION**, the first paragraph is deleted and replaced with the following:

Any insured may waive in writing before a loss all rights of recovery against any person. If not waived, "we" may require an assignment of rights of recovery for a loss to the extent that payment is made by "us". However, "we" will be entitled to a recovery only after an insured has been fully compensated for the loss sustained.

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **OUR RIGHT TO RECOVER**, the second paragraph is deleted and replaced with the following:

If "we" make payment under this policy and the person on whose behalf payment is made recovers also from others, that person shall hold that payment in trust for "us" and shall reimburse "us" to the extent of "our" payment. However, "we" will be entitled to a recovery only after an insured has been fully compensated for the loss sustained.

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **APPRAISAL**, is deleted and replaced with the following:

If "we" cannot agree with "you" on the amount of loss, either of "us" can make a request that the amount be set by appraisal. If both parties agree to appraisal, each shall select a competent, independent appraiser and notify the other of his identity within 30 days after receiving the request. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, either of "us" can ask a judge, in a court of record in the state of "your" residence to select an umpire. The appraisers will then set the amount of the loss. If the appraisers submit a written report of agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will determine the loss. Each appraiser will be paid by the party selecting him. Other expenses of appraisal and compensation of the umpire will be paid equally by "you" and "us". An appraisal decision will not be binding on either party.

Section **VI** - GENERAL CONDITIONS IN THE EVENT OF LOSS, **LEGAL ACTION AGAINST US**, the first paragraph is deleted and replaced by the following:

An "insured person" may not take legal action against "us" unless all terms of this policy have been complied with. Also, action must be started within five years from:

Section **VII** - GENERAL CONDITIONS, **CANCELLATION** is deleted and replaced by the following:

CANCELLATION:

- (a) The first Named Insured shown in the Declarations may cancel this policy at any time by returning it to "us" or by notifying "us" in writing of the date cancellation is to take effect.
- (b) "We" may cancel this policy by notifying the first Named Insured shown in the Declarations in writing of the date cancellation takes effect. This cancellation notice may be delivered to the first Named Insured shown in the Declarations, or mailed to the first Named Insured shown in the Declarations at their mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When "you" have not paid the premium, "we" may cancel at any time by letting "you" know at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect more than 60 days or at any time if it is renewal with "us", "we" may cancel for one or more of the following reasons:
 - (a) Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing this policy, or in presenting a claim under this policy;
 - (b) Upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

- (c) If there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy of such property which substantially increases any hazard insured against;
- (d) For nonpayment of membership dues required by "us" as a condition of the issuance and maintenance of this policy; or
- (e) In the event of a material violation of a material provision of this policy.

This can be done by letting "you" know at least 20 days before the date cancellation takes effect.

- (c) When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
- (d) If the return premium is not refunded with the notice of cancellation or when this policy is returned to "us", "we" will refund it to the first Named Insured shown in the Declarations within a reasonable time after the date cancellation takes effect.

All other provisions of this policy apply.