

SERFF Tracking Number: HNVR-125546324 State: Arkansas
First Filing Company: Hanover American Insurance Company, ... State Tracking Number: #10133194 \$50
Company Tracking Number: PA-AR-08176-01F
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Auto
Project Name/Number: Legacy Auto/PA-AR-08176-01F

Filing at a Glance

Companies: Hanover American Insurance Company, Massachusetts Bay Insurance Company, The Hanover Insurance Company

Product Name: Private Passenger Auto SERFF Tr Num: HNVR-125546324 State: Arkansas
TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: #10133194 \$50
Sub-TOI: 19.0001 Private Passenger Auto (PPA) Co Tr Num: PA-AR-08176-01F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
Authors: Eleanor Doherty, Kathryn Husson, Cheryl Richards, Susan Whitworth Disposition Date: 04/10/2008
Date Submitted: 03/20/2008 Disposition Status: Approved
Effective Date Requested (New): 07/07/2008 Effective Date (New): 07/07/2008
Effective Date Requested (Renewal): 07/07/2008 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Legacy Auto Status of Filing in Domicile:
Project Number: PA-AR-08176-01F Domicile Status Comments:
Reference Organization: N/A Reference Number: N/A
Reference Title: N/A Advisory Org. Circular: N/A
Filing Status Changed: 04/10/2008
State Status Changed: 04/10/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

We are filing a revised Amendment of Policy Provisions - Arkansas to align with our other auto products.

Company and Contact

SERFF Tracking Number: HNVN-125546324 State: Arkansas
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 Company Tracking Number: PA-AR-08176-01F
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Private Passenger Auto
 Project Name/Number: Legacy Auto/PA-AR-08176-01F

Filing Contact Information

Sandy Nunez, Product Analyst snunez@hanover.com
 440 Lincoln Street (508) 855-4369 [Phone]
 Worcester, MA 01653 (508) 855-4311[FAX]

Filing Company Information

Hanover American Insurance Company 440 Lincoln Street Worcester, MA 01653 (508) 855-1000 ext. [Phone]	CoCode: 36064 Group Code: 88 Group Name: The Hanover Ins Group FEIN Number: 04-3063898 -----	State of Domicile: New Hampshire Company Type: Property & Casualty State ID Number:
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Massachusetts Bay Insurance Company 440 Lincoln Street Worcester, MA 01653 (508) 855-1000 ext. [Phone]	CoCode: 22306 Group Code: 88 Group Name: The Hanover Ins Group FEIN Number: 04-2217600 -----	State of Domicile: New Hampshire Company Type: Property & Casualty State ID Number:
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The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653 (508) 855-1000 ext. [Phone]	CoCode: 22292 Group Code: 88 Group Name: The Hanover Ins Group FEIN Number: 13-5129825 -----	State of Domicile: New Hampshire Company Type: Property & Casualty State ID Number:
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Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 per submission (1 submission) = \$50.00
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hanover American Insurance Company	\$0.00	03/20/2008	
Massachusetts Bay Insurance Company	\$0.00	03/20/2008	
The Hanover Insurance Company	\$0.00	03/20/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0010133195	\$50.00	02/28/2008

SERFF Tracking Number: *HNVR-125546324* State: *Arkansas*
 First Filing Company: *Hanover American Insurance Company, ...* State Tracking Number: *#10133194 \$50*
 Company Tracking Number: *PA-AR-08176-01F*
 TOI: *19.0 Personal Auto* Sub-TOI: *19.0001 Private Passenger Auto (PPA)*
 Product Name: *Private Passenger Auto*
 Project Name/Number: *Legacy Auto/PA-AR-08176-01F*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	04/10/2008	04/10/2008

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	03/20/2008	03/20/2008	Sandy Nunez	03/20/2008	03/20/2008
Industry Response						

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TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Private Passenger Auto
Project Name/Number: Legacy Auto/PA-AR-08176-01F

Disposition

Disposition Date: 04/10/2008
Effective Date (New): 07/07/2008
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	Comparison	Approved	Yes
Form	Amendment of Policy Provisions - Arkansas	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 03/20/2008

Submitted Date 03/20/2008

Respond By Date

Dear Sandy Nunez,

This will acknowledge receipt of the captioned filing. The filing will be reviewed upon receipt of the \$50.00 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 03/20/2008

Submitted Date 03/20/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: I have mailed a check for \$50.00 today.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Cheryl Richards, Eleanor Doherty, Kathryn Husson, Susan Whitworth

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendment of Policy Provisions - Arkansas	231-2620	05 08	Endorsement/Amendment/Conditions	Replaced Form #:43.80 231-2626 10 07 Previous Filing #: AR-PC-07-025334		Amendment of Policy Provisions- Arkansas 231-2620 05 08 CLE..pdf

AMENDMENT OF POLICY PROVISIONS – ARKANSAS

I. Definitions

The **Definitions** Section is amended as follows:

A. Definition **K.** is replaced by the following:

"Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

B. The following is added to Definition J.:

5. With respect to Coverage For Damage To Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

II. Part A – Liability Coverage

Part A is amended as follows:

A. The following is added to Paragraph A. of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, we will provide primary insurance for a vehicle you do not own if:

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

III. Part B – Medical Payments Coverage

Part B is amended as follows:

A. The following is added to Paragraph A. of the **Insuring Agreement**:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide 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 other collectible auto insurance providing payments for medical or funeral expenses. However, we will provide primary insurance for a vehicle you do not own if:

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

IV. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

A. The following is added to Paragraph A. of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The following is added to Paragraph C.2. of the **Insuring Agreement** Provision:

However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

C. Exclusion 8. is replaced by the following:

We will not pay for:

8. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (8.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 20 days after you become the owner.

D. The last sentence of the Payment Of Loss Provision is replaced by the following:

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

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

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

E. The Other Sources Of Recovery Provision is replaced by the following:

OTHER SOURCES OF RECOVERY

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

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

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

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

F. The Appraisal Provision is replaced by the following:

APPRAISAL

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

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

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

V. Part F – General Provisions

Part F is amended as follows:

- A.** We do not provide coverage for any “insured” who has made fraudulent statements or engaged in fraudulent conduct in obtaining or maintaining this policy or in connection with any accident or loss for which coverage is sought under this policy. The **Fraud** Provision does not apply to **Part A – Liability Coverage**.
- B.** The following is added to the **Our Right To Recover Payment** Provision:

OUR RIGHT TO RECOVER PAYMENT

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

- C.** The **Termination** Provision of Part **F** is replaced by the following:

TERMINATION

Cancellation

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph **(B.3.c.)** solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

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

1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

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

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

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
 - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
 - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or

- (3) You are entering the armed forces of the United States of America; or
 - (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - (b) Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
 - b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.
 - c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.
- Making or offering to make the refund is not a condition of cancellation.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.

VI. Snowmobile Endorsement Amendment

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
 - 1. Any "snowmobile" shown in the Schedule or in the Declarations.
 - 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - a. Acquire the "snowmobile" during the policy period; and
 - b. Ask us to insure it within 20 days after you become the owner.

- 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (3.) does not apply to **Coverage For Damage To Your Auto.**

VII. Named Non-Owner Coverage Endorsement Amendment

If the Named Non-Owner Coverage endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

- B.** The Definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- b. For 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

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

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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 04/10/2008

Comments:

Attachment:

State Transmittal Form.pdf

Satisfied -Name: Comparison **Review Status:** Approved 04/10/2008

Comments:

Attachment:

231-2620 0508 Amendment of Policy Provisions - AR DRAFT.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3.	Group Name	Group NAIC #
	The Hanover Insurance Group	88

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Hanover Insurance Company	NH	22292	13-5129825
	Massachusetts Bay Insurance Company	NH	22306	04-2217600
	Hanover American Insurance Company	NH	36064	04-3063898

5. Company Tracking Number	PA-AR-08176-01F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Susan M. Whitworth 440 Lincoln Street Worcester MA 01653	PL State Filing Analyst	(508)-855-4664	508-855-4786	swhitworth@hanover.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Sandy Nunez

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

9.	Type of Insurance (TOI)	19.0001 – Private Passenger Auto
10.	Sub-Type of Insurance (Sub-TOI)	19.0004 - Other
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	n/a
12.	Company Program Title (Marketing Title)	
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: 07/07/2008 Renewal: 07/07/2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	n/a
17.	Reference Organization # & Title	n/a
18.	Company's Date of Filing	03/18/2008
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	PA-AR-08176-01F
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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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We are filing a revision to the Amendment of Policy Provisions – Arkansas to align with our other auto products.

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 #: Amount: \$50.00</p> <p>One submission at \$50.00 = \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>

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

AMENDMENT OF POLICY PROVISIONS – ARKANSAS

I. Definitions

The **Definitions** Section is amended as follows:

A. Definition **K.** is replaced by the following:

"Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

B. The following is added to Definition J.:

5. With respect to Coverage For Damage To Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

II. Part A – Liability Coverage

Part A is amended as follows:

A. The following is added to Paragraph A. of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, **we will provide primary insurance for a vehicle you do not own if:**

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

- 1a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or

- 2b. To demonstrate the vehicle; or

2. **The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.**

~~then we will provide primary insurance.~~

III. Part B – Medical Payments Coverage

Part B is amended as follows:

A. The following is added to Paragraph A. of the **Insuring Agreement**:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The **Other Insurance** Provision is replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide 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 other collectible auto insurance providing payments for medical or funeral expenses. However, **we will provide primary insurance for a vehicle you do not own if:**

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

- 1a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or

- 2b. To demonstrate the vehicle; or

2. **The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.**

~~then we will provide primary insurance.~~

IV. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

A. The following is added to Paragraph A. of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

B. The following is added to Paragraph **C.2.** of the **Insuring Agreement** Provision:

However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

C. Exclusion **8.** is replaced by the following:

We will not pay for:

8. Loss to:

- a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
- b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion **(8.)** does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 20 days after you become the owner.

D. The last sentence of the **Payment Of Loss** Provision is replaced by the following:

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

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

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

E. The **Other Sources Of Recovery** Provision is replaced by the following:

OTHER SOURCES OF RECOVERY

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

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

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

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

~~then we will provide primary insurance.~~

F. The **Appraisal** Provision is replaced by the following:

APPRAISAL

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

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

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

V. Part F – General Provisions

Part F is amended as follows:

- A.** We do not provide coverage for any “insured” who has made fraudulent statements or engaged in fraudulent conduct in obtaining or maintaining this policy or in connection with any accident or loss for which coverage is sought under this policy. The **Fraud** Provision does not apply to **Part A – Liability Coverage**.
- B.** The following is added to the **Our Right To Recover Payment** Provision:

OUR RIGHT TO RECOVER PAYMENT

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

- C.** The **Termination** Provision of Part **F** is replaced by the following:

TERMINATION

Cancellation

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph **(B.3.c.)** solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

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

1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination

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

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

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
 - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
 - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or

- (3) You are entering the armed forces of the United States of America; or
 - (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - (b) Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
 - b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.
 - c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.
- Making or offering to make the refund is not a condition of cancellation.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.

VI. Snowmobile Endorsement Amendment

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
 - 1. Any "snowmobile" shown in the Schedule or in the Declarations.
 - 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
 - a. Acquire the "snowmobile" during the policy period; and
 - b. Ask us to insure it within 20 days after you become the owner.

- 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This Provision (3.) does not apply to **Coverage For Damage To Your Auto.**

VII. Named Non-Owner Coverage Endorsement Amendment

If the Named Non-Owner Coverage endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

- B.** The Definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- b. For 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

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