Filing at a Glance

Company: United Automobile Insurance Company

Product Name: Arkansas Private Passenger Auto	SERFF Tr Num: UNAU-125515512	State: Arkansas
TOI: 19.0 Personal Auto	SERFF Status: Closed	State Tr Num: #17201 $50
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Tr Num: AR-1	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
	Author: Dean Kozlowski	Disposition Date: 04/15/2008
	Date Submitted: 03/04/2008	Disposition Status: Approved
Effective Date Requested (New): 05/12/2008		Effective Date (New): 05/12/2008
Effective Date Requested (Renewal): 05/12/2008		Effective Date (Renewal):

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Not Filed
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 04/15/2008	
State Status Changed: 03/11/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

I have attached the initial form filing for our Arkansas Personal Auto Product. We are requesting an effective date of May 12, 2008 for new business. If you have any questions during your review, please do not hesitate to call me directly at 630-282-1807.

Company and Contact

Filing Contact Information

Dean Kozlowski, AVP
724 Enterprise Dr
Oak Brook, IL 60523

dkozlowski@uaig.net
(630) 282-1807 [Phone]

Filing Company Information

United Automobile Insurance Company	CoCode: 35319	State of Domicile: Florida
3909 NE 163rd Street	Group Code: -99	Company Type: Private Passenger Automobile Insurance Company
North Miami Beach, FL 33160	Group Name:	State ID Number:
(305) 940-5022 ext. 2419[Phone]	FEIN Number: 65-0145688	

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	$50 Form filing fee per the Arkansas Fee Schedule for Property and Casualty Insurers.
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0000017201	$50.00	02/29/2008

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	04/15/2008	04/15/2008

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	04/08/2008	04/08/2008	Dean Kozlowski	04/11/2008	04/11/2008
Pending Industry Response	Alexa Grissom	03/20/2008	03/20/2008	Dean Kozlowski	04/01/2008	04/01/2008
Pending Industry Response	Alexa Grissom	03/11/2008	03/11/2008	Dean Kozlowski	03/18/2008	03/18/2008
Pending Industry Response	Alexa Grissom	03/06/2008	03/06/2008	Dean Kozlowski	03/06/2008	03/06/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Uniform Transmittal Document-Property & Casualty	Supporting Document	Dean Kozlowski	03/06/2008	03/06/2008

SERFF Tracking Number:	*UNAU-125515512*	*State:*	*Arkansas*
Filing Company:	*United Automobile Insurance Company*	*State Tracking Number:*	*#17201 $50*
Company Tracking Number:	*AR-1*		
TOI:	*19.0 Personal Auto*	*Sub-TOI:*	*19.0001 Private Passenger Auto (PPA)*
Product Name:	*Arkansas Private Passenger Auto*		
Project Name/Number:	*/*		

SERFF Tracking Number:	*UNAU-125515512*	*State:*	*Arkansas*
Filing Company:	*United Automobile Insurance Company*	*State Tracking Number:*	*#17201 $50*
Company Tracking Number:	*AR-1*		
TOI:	*19.0 Personal Auto*	*Sub-TOI:*	*19.0001 Private Passenger Auto (PPA)*
Product Name:	*Arkansas Private Passenger Auto*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 04/15/2008

Effective Date (New): 05/12/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*UNAU-125515512*	*State:*	*Arkansas*
Filing Company:	*United Automobile Insurance Company*	*State Tracking Number:*	*#17201 $50*
Company Tracking Number:	*AR-1*		
TOI:	*19.0 Personal Auto*	*Sub-TOI:*	*19.0001 Private Passenger Auto (PPA)*
Product Name:	*Arkansas Private Passenger Auto*		
Project Name/Number:	*/*		

Item Type	Item Name	Item Status	Public Access
Supporting Document *(revised)*	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Reply to Arkansas Insurance Dept Letter Dated March 11, 2008	Approved	Yes
Form *(revised)*	Policy Form	Approved	Yes
Form	Policy Form	Approved	Yes
Form	Policy Form	Approved	Yes
Form *(revised)*	Application	Approved	Yes
Form	Application	Approved	Yes
Form	Application	Approved	Yes
Form	Application	Approved	Yes
Form	Cancellation Request	Approved	Yes
Form	Custom Equipment Exclusion	Approved	Yes
Form	Declarations Page	Approved	Yes
Form *(revised)*	Endorsement Form	Approved	Yes
Form	Endorsement Form	Approved	Yes
Form	Endorsement Form	Approved	Yes
Form	Driver Exclusion Form	Approved	Yes
Form	ID card	Approved	Yes
Form	Invoice and 10 dau notice of cancellation for non-payment	Approved	Yes
Form	Non-Business Use	Approved	Yes
Form	Lapse Notice	Approved	Yes
Form	Physician Health Statement	Approved	Yes
Form	Reinstatement Recission	Approved	Yes
Form	Vehicle Inspection form	Approved	Yes
Form	VIN / Address Validation	Approved	Yes
Form	EFT Change Notice	Approved	Yes
Form	EFT installment and 10 day notice of cancellation	Approved	Yes
	EFT Non Renewal	Approved	Yes

SERFF Tracking Number:	*UNAU-125515512*	*State:*	*Arkansas*
Filing Company:	*United Automobile Insurance Company*	*State Tracking Number:*	*#17201 $50*
Company Tracking Number:	*AR-1*		
TOI:	*19.0 Personal Auto*	*Sub-TOI:*	*19.0001 Private Passenger Auto (PPA)*
Product Name:	*Arkansas Private Passenger Auto*		
Project Name/Number:	*/*		

Form			
Form	AR Non Renewal	Approved	Yes
Form	AR EFT Renewal Notice	Approved	Yes
Form	EFT Authorization Form	Approved	Yes
Form	EFT Revocation Notice	Approved	Yes
Form	Notice of Rate Increase	Approved	Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/08/2008
Submitted Date	04/08/2008
Respond By Date	

Dear Dean Kozlowski,

This will acknowledge receipt of the captioned filing. Please review Ark. Code Ann. 23-89-403 (C)(i). This rejection of increased limits of uninsured motorist bodily injury must be on the application.

Please feel free to contact me if you have questions.
Sincerely,
Alexa Grissom

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/11/2008
Submitted Date	04/11/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Alexa,

I have revised the language in our Arkansas application to allow the insured to acknowledge that they are rejecting any increased limits of UM/BI, UIM/BI, and UM/PD. We left this out of our policy as we do not offer any limits above or below the statutory limits .

A revised application and endorsement form is attached.

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
Application	AR APP 05/08	05/08	Application/Binder/Enrollment	New		0	AR Application FINAL Filed v3.pdf
Previous Version							
Application	*AR APP 05/08*	*05/08*	*Application/Binder/Enrollment*	*New*		*0*	AR Application FINAL Filed v2.pdf
Application	*AR APP 05/08*	*05/08*	*Application/Binder/Enrollment*	*New*		*0*	AR Application FINAL Filed v1.pdf
Application	*AR APP 05/08*	*05/08*	*Application/Binder/Enrollment*	*New*		*0*	AR Application FINAL Filed.pdf
Endorsement Form	UAIC AR END 05/08	05/08	Endorsement/Amendment/Conditions	New		0	AR Endorsement Change Request Final filed 0508 v3.pdf
Previous Version							
Endorsement Form	*UAIC AR END*	*05/08*	*Endorsement/Amendment/Conditions*	*New*		*0*	AR Endorsem

	05/08				ent Change Request Final filed 0508 v2.pdf
Endorsement Form	*UAIC AR END 05/08*	*05/08*	*Endorsement/Amendment /Conditions*	*New*	*0*	AR Endorsement Change Request Final filed 0508 v1.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Dean Kozlowski

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	03/20/2008
Submitted Date	03/20/2008
Respond By Date	

Dear Dean Kozlowski,

This will acknowledge receipt of the correspondence regarding the captioned filing. I have discussed Liability Exclusion 16 with our Director, and it should be removed from the policy. The Arbitration provision should state that it is voluntary and non-binding similar to the language in the Appraisal Provision. I did not locate amended language offering UMBI limits equal to the elected liability limits. Please advise where I may find such language.

Please feel free to contact me if you have questions.
Sincerely,
Alexa Grissom

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/01/2008
Submitted Date	04/01/2008

Dear Alexa Grissom,

Comments:
The following changes were made to the attached documents.

1) Liability exclusion 16 was removed.
2) The language referring to arbitration as mandatory and binding was removed.
3) The UM and UIM limits were added to the application

Response 1

Comments: Revised the policy and application pursuant to your objections.

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
Policy Form	UAIC-AR POL 05/12/08	05/12/08	Policy/Coverage Form	New		0	AR Policy Final Filed v2.pdf
Previous Version							
Policy Form	*UAIC-AR POL 05/12/08*	*05/12/08*	*Policy/Coverage Form*	*New*		*0*	AR Policy Final Filed v1.pdf
Policy Form	*UAIC-AR POL 05/12/08*	*05/12/08*	*Policy/Coverage Form*	*New*		*0*	AR Policy Final Filed.pdf
Application	*AR APP 05/08*	*05/08*	*Application/Binder/Enrollment*	*New*		*0*	AR Application FINAL Filed v2.pdf
Previous Version							
Application	*AR APP 05/08*	*05/08*	*Application/Binder/Enrollment*	*New*		*0*	AR Application FINAL Filed v1.pdf
Application	*AR APP 05/08*	*05/08*	*Application/Binder/Enrollment*	*New*		*0*	AR Application FINAL Filed.pdf

No Rate/Rule Schedule items changed.

Best Regards,

Dean Kozlowski
VP UAIC

Sincerely,
Dean Kozlowski

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	03/11/2008
Submitted Date	03/11/2008
Respond By Date	

Dear Dean Kozlowski,

This will acknowledge receipt of the captioned filing. Please provide an example of Liability Exclusion No. 16. Additionally, an explanation of Amounts Payable in the Right to Recover should be provided. The Personal Injury Protection medical payments provision mmust be revised to provide coverage for 24 months in lieu of 12 months. The restriction for demanding trial to sixty days must be removed in the appraisal and arbitration sections. Personal Injury Protection Exclusion 16 must be deleted per Ark. Code Ann. 23-89-203. The Action Against Us Provision must be amended to delete the condition that suit be brought in 3 years. You may state: "the time allowed by law." The Notice on the Declarations is of concern in that it state undisclosed drivers are not covered. How does this mesh with the coverage afforded permissive drivers in the policy? Please advise is you offer minimum limits of uninsured motorist bodily injury coverage. The only mention of this coverage in the rejection statements is coverage equal to liability limits. Lastly, the sample declarations should reference Arkansas and not another state.

Please feel free to contact me if you have questions.
Sincerely,
Alexa Grissom

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	03/18/2008
Submitted Date	03/18/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Attached a revised Policy, Application and Endorsement forms, plus a letter replying to the objections as an additional schedule item named, "Reply to Arkansas Insurance Dept Letter Dated March 11, 2008".

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Reply to Arkansas Insurance Dept Letter Dated March 11, 2008

Comment: Attached a response letter outlining the changes made based on your objections.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Policy Form	*UAIC-AR POL 05/12/08*	*05/12/08*	*Policy/Coverage Form*	*New*		*0*	AR Policy Final Filed v1.pdf
Previous Version							
Policy Form	*UAIC-AR POL 05/12/08*	*05/12/08*	*Policy/Coverage Form*	*New*		*0*	AR Policy Final Filed.pdf
Application	*AR APP 05/08*	*05/08*	*Application/Binder/Enrollment*	*New*		*0*	AR Application FINAL Filed v1.pdf
Previous Version							
Application	*AR APP 05/08*	*05/08*	*Application/Binder/Enrollment*	*New*		*0*	AR Application FINAL Filed.pdf
Endorsement Form	*UAIC AR END 05/08*	*05/08*	*Endorsement/Amendment/Conditions*	*New*		*0*	AR Endorsement Change Request Final filed 0508 v2.pdf
Previous Version							
Endorsement Form	*UAIC AR*	*05/08*	*Endorsement/Amendment*	*New*		*0*	AR

END /Conditions 05/08

Endorsement Change Request Final filed 0508 v1.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Dean Kozlowski

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	03/06/2008
Submitted Date	03/06/2008
Respond By Date	

Dear Dean Kozlowski,

This will acknowledge receipt of the captioned filing. The filing will be reviewed upon receipt of the $50.00 form 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	03/06/2008
Submitted Date	03/06/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: The checks were FedEx'd to your attention today. You will have them tomorrow.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

SERFF Tracking Number:	*UNAU-125515512*	*State:*	*Arkansas*
Filing Company:	*United Automobile Insurance Company*	*State Tracking Number:*	*#17201 $50*
Company Tracking Number:	*AR-1*		
TOI:	*19.0 Personal Auto*	*Sub-TOI:*	*19.0001 Private Passenger Auto (PPA)*
Product Name:	*Arkansas Private Passenger Auto*		
Project Name/Number:	*/*		

Dean Kozlowski

Amendment Letter

Amendment Date:

Submitted Date: 03/06/2008

Comments:

revised transmittal to put the fee and check number on the fee page

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Comment: Universal Transmittal Attached.

Transmittal Filed 05-12-08 All forms.pdf

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Policy Form	UAIC-AR POL 05/12/08	05/12/08	Policy/Coverage Form	New		0.00	AR Policy Final Filed v2.pdf
Approved	Application	AR APP 05/08	05/08	Application/Binder/Enrollment	New		0.00	AR Application FINAL Filed v3.pdf
Approved	Cancellation Request	UAIC AR CAN (0508)	05/08	Other	New		0.00	AR Cancellation Request 0508 Final Filed.pdf
Approved	Custom Equipment Exclusion	UAIC AR CUS (0508)	05/08	Endorsement/Amendment/Conditions	New		0.00	AR Custom Equipment Exclusion 0508 final filed.pdf
Approved	Declarations Page	Dec Page		Declarations/Schedule	New		0.00	AR Dec Final filed.pdf
Approved	Endorsement Form	UAIC AR END 05/08	05/08	Endorsement/Amendment/Conditions	New		0.00	AR Endorsement Change Request Final filed 0508 v3.pdf
Approved	Driver Exclusion Form	Form Excl-AR (0508)	05/08	Endorsement/Amendment/Conditions	New		0.00	AR Excluded Drivers 0508 v1 Final filed.pdf
Approved	ID card	UAIC AR ID (0508)	05/08	Other	New		0.00	AR ID CARD v1 Final filed.pdf

Approved	Invoice and 10 dau notice of cancellation for non-payment	UAIC INV (0508)	05/08	Canc/Nonren Notice	New		0.00	AR Invoice Final Filed.pdf
Approved	Non-Business Use	UAIC AR BUS (0508)	05/08	Endorsement/Amendment/Conditions	New		0.00	AR NonBusiness Use Affidavit 0508 Final Filed.pdf
Approved	Lapse Notice	UAIC LAPS (0508)	05/08	Canc/Nonren Notice	New		0.00	AR non-payment lapse notice Final Filed.pdf
Approved	Physician Health Statement	UAIC AR PHYS (0508)	05/08	Endorsement/Amendment/Conditions	New		0.00	AR Physician Health Statment 0508 Final filed.pdf
Approved	Reinstatement Recission	UAIC AR RESC (0508)	05/08	Canc/Nonren Notice	New		0.00	AR Reinstatement Recission Final Filed.pdf
Approved	Vehicle Inspection form	UAIC AR VEH (0508)	05/08	Endorsement/Amendment/Conditions	New		0.00	AR Vehicle Inspection Form 0508 Final Filed.pdf
Approved	VIN / Address Validation	UAIC AR VIN/ADDR (0508)	05/08	Other	New		0.00	AR VIN Address POS Letter Final Filed.pdf
Approved	EFT Change Notice	UAIC AR EFT CHG	05/08	Disclosure/Notice	New		0.00	EFT Chg Notice AR

		(0508)						Final Filed 0508.pdf
Approved	EFT installment and 10 day notice of cancellation	UAIC AR EFT INV (0508)	05/08	Canc/NonRen Notice	New		0.00	EFT Invoice AR Final Filed 0508.pdf
Approved	EFT Non Renewal	UAIC AR EFT NON-REN (0508)	05/08	Canc/NonRen Notice	New		0.00	EFT Non Renewal AR Final Filed 0508.pdf
Approved	AR Non Renewal	UAIC AR NON (0508)	05/08	Canc/NonRen Notice	New		0.00	AR Non Renewal Final Filed (0508).pdf
Approved	AR EFT Renewal Notice	UAIC AR REN (0508)	05/08	Disclosure/ Notice	New		0.00	EFT Renewal AR Final Filed 0508.pdf
Approved	EFT Authorization Form	UAIC AR EFT AUTH (0508)	05/08	Application/ Binder/Enrollment	New		0.00	EFT-Authorization Form AR Final Filed (0508).pdf
Approved	EFT Revocation Notice	UAIC AR EFT REV (0508)	05/08	Other	New		0.00	EFT-Revocation-Notice AR Final Filed 0508.pdf
Approved	Notice of Rate Increase	Form PPANOT	1/06	Disclosure/ Notice	New		0.00	Form PPANOT (Rate Increase Notice).pdf

UNITED AUTOMOBILE INSURANCE COMPANY

ARKANSAS

Private Passenger Automobile Policy

Important. This insurance policy is a legal contract between **you** and **us**.

Please read your Arkansas automobile insurance policy carefully. It contains language that may restrict or exclude coverage. The policy specifically addresses who may use **your car** and under what conditions coverage will be afforded. In most cases, coverage is afforded to only those individuals shown on the **Declarations Page** or endorsed on the policy prior to a loss. This policy covers only the **car** insured and shown on the **Declarations Page**. This policy does not cover **Personal Injury Protection**, **Medical Payments** or **Comprehensive** and **Collision** coverage when **your insured car** in being operated, driven or in control of an **underage driver**, an **unlicensed driver**, or an **undisclosed driver**.

Mailing Address
PO Box 815009
Dallas, TX 75381
(800) 450-8247

UAIC-AR POL 05/12/08

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AGREEMENT

In return for **your** premium payment and subject to the terms and conditions of this policy, **we** will insure **you** for the coverages up to the limits of liability for which a premium is shown on the **Declarations Page** of this policy. This insurance applies only to **car accidents** and losses which happen while this policy is in force. THIS POLICY IS ISSUED BY **US** IN RELIANCE UPON THE STATEMENTS WHICH **YOU** MADE IN **YOUR** APPLICATION FOR INSURANCE. IF **YOU** HAVE MADE ANY FALSE STATEMENTS IN **YOUR** APPLICATION, THIS POLICY MAY NOT PROVIDE ANY COVERAGE.

WHAT TO DO IN CASE OF A CAR ACCIDENT OR LOSS

Notice of Car Accident or Loss

In the event of a **car accident** or loss, notice must be given to **us** immediately. The notice must give the time, place and circumstances of the **car accident** or loss, including **your** name and address and that of any involved persons and witnesses. The information which **you** give to **us** must be truthful and accurate.

Other Duties

An **insured person** claiming any coverage under this policy must also:

(1) Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
(2) Immediately send **us** any legal papers or other papers received relating to claim or lawsuit.
(3) Submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
(4) Authorize **us** to obtain medical, wage and other records.
(5) Submit to examinations under oath or provide such sworn statements as often as **we** may reasonably require.
(6) Avoid making any voluntary payments except at **your** own expense, or any obligation or incurring any expense other than for first aid for others necessary at the time of the **car accident**.
(7) Promptly complete and return any forms **we** send to **you**.

An **insured person** claiming Uninsured Motorists Coverage must notify the police within 24 hours of the accident if a hit-and-run driver is involved.

If any claim is presented due to any accident involving **your insured car**, **you** must make the **car** available for **our** inspection before its repair or disposal.

An **insured person** claiming **Car** Damage Coverage must also:

(1) Provide **us** with sworn proof of loss within 60 days from the date of loss unless more time is allowed by **us** in writing.
(2) Take reasonable steps after loss to protect **your insured car** and its equipment from further loss. **We** will pay reasonable expenses incurred in providing that protection. If **you** fail to take reasonable steps to protect **your insured car**, any additional loss because of **your** failure will not be covered.
(3) Immediately report any theft of **your insured car** or its equipment to the police.
(4) Allow **us** to inspect and appraise the damage to **your insured car** before its repair or disposal. If **you** do not comply with this duty, **we** may have the right to refuse to provide such coverage, or **your** loss payment may be substantially reduced.

If any **insured person** claiming any coverage under this policy fails to perform any of the duties required by this policy, **we** may refuse to provide any protection or coverage.

DEFINITIONS USED THROUGHOUT THIS POLICY

(1) "**We**", "**us**" and "**our**" mean the Company shown on the **Declarations Page** providing this insurance.
(2) "**You**" and "**your**" mean the person shown as the named insured on the **Declarations Page** and that person's spouse if residing in the same household.
(3) "Aftermarket Parts" means
(3) "**Auto Business**" means the **business** or occupation of selling, repairing, servicing, storing, parking, transporting, delivering, testing, road testing or repossessing **cars**.

(4) "**Bodily Injury**" means bodily injury to, or sickness, disease or death of any person.
(5) "**Business**" means trade, profession, occupation, course of employment, job, or commercial use of any kind
(6) "**Car**" means:
(A) A four-wheeled land **motor vehicle** weighing 5,000 pounds or less of the private passenger sedan, station wagon, mini van or jeep type, licensed for use on public roads; or
(B) A four-wheeled land **motor vehicle** with a rated load capacity of 2,000 pounds or less of the pickup, sport utility, van, or panel truck type, licensed for use on public roads, provided it Is not used for any commercial purposes.
(7) "**Car Accident**" means an **accident** involving a **motor vehicle**, which is both unexpected or unintended, involving **bodily injury** or **property damage** or damage to **your insured car**.
(8) "**Declarations Page**" means the document **you** receive from **us** listing the types of coverage **you** have selected, the limit for each coverage, the cost for each coverage, the **deductibles**, the specified autos covered by this policy, the types of coverage for each such **auto**, the named insured(s) and driver(s) and other information applicable to this policy.
(9) "**Excluded Driver**" means any resident or temporary resident of **your** household who has signed an exclusion form acknowledging no liability or obligation of any kind shall be extended by this policy if an excluded driver is operating **your insured car**.
(10) "**Insurable Interest**" means any lawful or substantial economic interest in the non-occurrence of the event insured against.
(11) "**Motor vehicle**" means a land **motor vehicle** or a **utility trailer**, but does not mean a vehicle:
(A) Operated on rails or crawler-treads.
(B) Which is a farm type tractor or equipment designed for use principally off public roads when not used on public roads.
(C) Which is an all-terrain or other recreational vehicle type, not licensed for use on public roads and is designed for use principally off public roads, when not used on public roads.
(D) Being used as a residence or premises.
(E) Having less than four (4) wheels.
(12) "**Occupying**" means in, on, entering, or alighting from.
(13) "**Property damage**" means damage to or destruction of tangible property, including loss of its use.
(14) "**Punitive or Exemplary Damages**" means damages assessed to punish a person or to deter the person and others from committing willful, or wanton, or intentional acts.
(15) "**Racing**" means participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not. **Racing** includes preparation for the contest or activity.
(16) "**Regular use**" means authorized use of a **car** without being required to ask permission each time it is used or with recurring use of a **car**.
(17) "**Relative**" means a person living in **your** household related to **you** by blood, marriage or adoption, including a ward or foster child. Any **relative** must be listed on the **application** or endorsed on the policy prior to a **car accident** or loss.
(18) "**Resident**" means a person living in **your** household, other than **you** or a **relative**. Any **resident** must be listed on the **application** or endorsed on the policy prior to a **car accident** or loss.
(19) "**State**" means the District of Columbia, and any **state**, territory or possession of the United States.
(20) "**Underage driver**" means any person who is under the minimum age to obtain a license or permit to operate a private passenger car in the state in which the motor vehicle is registered.
(21) "**Undisclosed driver**" means a **resident** or **relative** not listed on the application or endorsed to the policy prior to a **car accident** or **loss**.
(22) "**Unlicensed driver**" means any named insured, household resident, or permissive driver during a period of driver's license suspension or revocation.
(23) "**Utility trailer**" means a vehicle designed to be towed by a **car** and includes a farm wagon or farm implement while being towed by a **car** on the public roads. **Utility trailer** does not include a trailer used as a home, store, office, or for display or other commercial purposes, or as a passenger trailer.
(24) **"Your insured car"** means:
(A) Any **car you** own described on the **Declarations Page** and any **car you** replace it with. A replacement **car** will have the same coverage as the **car** it replaced. If **you** want coverage to apply to a replacement **car**, **you** must, however, notify **us** within 20 days of its acquisition. **You** must pay any additional premium charges for coverage for the replacement **car**.

(B) Any additional **car** of which **you** acquire ownership during the policy period, provided **we** insure all other **cars you** own on the date **you** acquire the additional **car**. For coverage to apply under Part I — Liability coverage, **you** must, however, notify **us** within 20 days of its acquisition. **Car** Damage Coverage will apply to the additional **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay

any additional premium charges for coverage for the additional **car**.

(C) Any **car** not owned by **you** while being used temporarily with the permission of the owner as a temporary substitute for any other **car** described in the **Declarations Page** because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction, except for collision or comprehensive coverage under Part VII — **Car** Damage Coverage of this policy.

If the temporary substitute vehicle is provided to **you** or a **relative** by a duly licensed automobile dealer, collision or comprehensive coverage under Part VII — **Car** Damage Coverage of this policy applies to the extent coverage is provided under Part VII — **Car** Damage Coverage of this policy to the **car** being substituted.

(D) Any **utility trailer you** own, or any **utility trailer** not owned by **you** while being used with permission of the owner, except for collision or comprehensive under Part VII - **Car** Damage Coverage of this policy.

(25) "**MISREPRESENT**" OR "**MISREPRESENTATIONS**" MEAN REPRESENTATION OF INFORMATION TO **US** DURING THE APPLICATION FOR COVERAGE AND DURING THE POLICY PERIOD THAT IS KNOWN BY **YOU** TO BE FALSE OR MISLEADING AND AFFECTS EITHER THE ELIGIBILITY FOR COVERAGE AND/OR PREMIUM THAT IS CHARGED. THIS ALSO INCLUDES CONCEALMENT OF SUCH INFORMATION RELEVANT TO THE APPLICATION AND THE MAINTENANCE OF COVERAGE ONCE THE POLICY IS IN FORCE.

PART I - LIABILITY COVERAGE

This coverage applies only if a premium is shown for this coverage on the **Declarations Page**.

We will pay damages for which any **insured person** is legally liable because of **bodily injury** and/or **property damage** caused by a **car accident** arising out of the ownership, maintenance or use of a **car** or **utility trailer**. **We** will settle any claim or defend any lawsuit which is payable under the policy, as **we** deem appropriate.

We have no duty to defend any suit or settle any claim for **bodily Injury** or **property damage** not covered under this policy.

OUR DUTY TO SETTLE OR DEFEND ENDS WHEN **OUR** LIMIT OF LIABILITY FOR THIS COVERAGE HAS BEEN PAID.

Additional Definitions Used In This Part Only

As used in this Part, **"insured person"** or **"insured persons"** means:

(1) **You,** a **relative** or a **resident**.
(2) Any person using **your insured car** with **your** permission.
(3) Any person or organization with respect only to legal liability for acts or omissions of:
  (A) Any person covered under this Part while using **your insured car**, or
  (B) **You** under this Part while using any **car** or **utility trailer** other than **your insured car** if the **car** or **utility trailer** is not owned or hired by that person or organization.

NO PERSON SHALL BE CONSIDERED AN **INSURED PERSON** IF THE PERSON USES A **CAR** OR **UTILITY TRAILER** WITHOUT THE PERMISSION OF THE OWNER.

The following persons are not **insured persons** for this coverage:
(1) The United States Government or any other government or civil authority, or any other level of the government; and
(2) Any person operating a **motor vehicle** as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

Additional Payments

We will pay, in addition to **our** limit of liability:

(1) All costs **we** incur in the settlement of any claim or defense of any lawsuit.
(2) Interest on damages awarded in any lawsuit **we** defend accruing after entry of judgment and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of

liability.

(3) Premiums on appeal bonds and attachment bonds required in any lawsuit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our** limit of liability. **We** have no duty to apply for or furnish bonds.
(4) Up to $50 a day that **you** actually lose when **you** miss work, but not other income, when **we** ask **you** to attend trials or hearings.
(5) Necessary expenses incurred for first aid for others at the time of the **car accident** because of **bodily injury** covered by this Part.
(6) Any other reasonable expenses incurred at **our** specific request.

To receive a Supplementary Payment under this section, **you** must submit a claim and provide proof of entitlement thereto.

Exclusions

This coverage and **our** duty to defend does not apply to:

(1) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense **car** pools.
(2) **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured person**.
(3) **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy liability insurance. This exclusion applies even if the limits of that insurance are exhausted.
(4) **Bodily injury** to an employee or a fellow employee of an **insured person** arising during the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
(5) **Bodily injury** or **property damage** resulting from **auto business** operations.
(6) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle, including **your insured car**, in the course of any **business**. This exclusion does not apply if **business** use is disclosed to and accepted by **us**.
(7) Damage to property owned by, rented to, or being transported by, used by, or in the charge of an **insured person**, except damage to a private residence or garage **you** rent. A **motor vehicle** operated by an **insured person** shall be considered to be property in the charge of an **insured person.**
(8) **Bodily injury** or **property damage** assumed by an **insured person** under any contract or agreement.
(9) **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of **your insured car** while it is being leased or rented to others.
(10) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any **motor vehicle** with more than or less than four wheels.
(11) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by, or furnished or available for **regular use** by **you**, a **relative** or a **resident**.
(12) **Bodily injury** to **you**.
(13) **Bodily injury** or **property damage** caused while **your insured car** is used in or preparing for any **racing**, speeding, stunt, performance or demolition contest
(14) **Bodily injury** or **property damage** arising out of the loading or unloading of any **car**. This exclusion does not apply to **you** or a lessee or bailee of any **car** or employee of any such person.
(15) **Bodily injury** or **property damage** resulting while **your insured car** is being operated by an **excluded driver.**
(16) **Bodily injury** or **property damage** if **your insured car** is being used without the permission of the owner of the vehicle.
(17) **PUNITIVE OR EXEMPLARY DAMAGES**.

Conformity with Financial Responsibility Laws

IF **WE** CERTIFY THIS POLICY AS PROOF OF COMPLIANCE UNDER ANY FINANCIAL RESPONSIBILITY LAW, IT WILL COMPLY WITH THAT LAW TO THE EXTENT OF THE COVERAGE REQUIRED BY THE LAW. **YOU** MUST REIMBURSE **US** IF **WE** HAVE TO MAKE A PAYMENT THAT **WE** WOULD NOT HAVE HAD TO MAKE IF THIS POLICY WERE NOT CERTIFIED.

Out of State Insurance

If an **insured person** becomes subject to the financial responsibility law or the compulsory insurance law or similar laws of another **state** because of the ownership, maintenance or use of **your insured car** in that state, **we** will interpret this policy to provide any broader coverage required by those laws. Any broader coverage so afforded shall be reduced to the extent that other automobile liability coverage applies. No person may, in any event, collect more than once for the same elements of loss.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** subject to the following:

(1) The bodily injury liability limit for 'each person' is the maximum amount **we** will pay to any one person for **bodily injury** to one person in any one **car accident**, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.
(2) Subject to the bodily injury liability limit for 'each person', the bodily injury liability limit for "each accident' is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident**, including all spousal claims, claims for **car**e and loss of services, loss of companionship, loss of society and loss of consortium.
(3) The property damage liability limit for "each accident' is the maximum amount **we** will pay for all damage to all property in any one **car accident**.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making claims.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

If someone in Alaska sues **you** in Alaska and **you** lose that lawsuit, the court under "Alaska Civil Rule 82' may award fees to the prevailing party's attorney. When **we** defend any such suit in Alaska, **we** will not pay that portion of those fees which, when combined with judgments and payments, exceeds the limits of liability shown on the **Declarations Page**

Separate Application of This Coverage

This coverage applies separately to each **insured person** against whom a claim is made or lawsuit is brought, except with respect to the limits of liability.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that the limits of liability bear to the total of all applicable limits. For coverage afforded under this Part for a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance.

PART II – PERSONAL INJURY PROTECTION COVERAGE

Insuring Agreement – Medical and Hospital Benefits Coverage
This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

We will pay for reasonable and necessary medical and hospital benefits up to the limit shown on the Declarations Page because of **bodily injury**:
(1) Sustained by an **insured person**;
(2) Caused by a **car accident**; and
(3) Arising out of the ownership, maintenance or use of a **motor vehicle**.

Insuring Agreement – Income Disability Benefits Coverage
This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

We will pay for income disability benefits because of **bodily injury**:

(1) Sustained by an **insured person**;
(2) Caused by a **car accident**; and
(3) Arising out of the ownership, maintenance or use of a **motor vehicle**.

Insuring Agreement – Accidental Death Benefits Coverage
This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

We will pay the limit stated on the **Declarations Page** if an **insured person** dies within one year of the date of an **car accident** as a result of **bodily injury**:

(1) Caused by a **car accident**; and
(2) Arising out of the ownership, maintenance or use of a **motor vehicle**.

Additional Definitions Used in This Part Only

When used in this Part II:

(1) "**Income disability benefits**" means loss of income from work the **insured person** would have performed had the **insured person** not sustained **bodily injury**. However if the insured person is a non-income earner, **income disability benefits** means expenses reasonably incurred for essential services in lieu of those the **insured person** would have performed without income had the **insured person** not sustained **bodily injury**. **Income disability benefits** apply only to the period beginning eight days after the date of the accident and not exceeding 52 weeks. **Income disability benefits** do not include any loss or expense after the death of the **insured person**.
(2) "**Insured person**" and "**insured persons**" mean:
(A) **you** or any **relative**; and
(B) any other person:
(i) while **occupying your insured car**; or
(ii) when struck by a **covered auto** while a pedestrian, bicyclist, or motorcyclist, or while riding on an animal or in a horse-drawn wagon or cart.
(3) "**Medical and hospital benefits**" means all reasonable and necessary expenses for medical, hospital, nursing, dental, surgical, ambulance, funeral and prosthetic services incurred within 24 months after the accident. Expenses for hospital charges are limited to semiprivate accommodations.

EXCLUSIONS

This coverage and **our** duty to defend does not apply to **bodily injury**:
(1) sustained by any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible automobile insurance policy providing the minimum personal injury protection coverages required bylaw;
(2) sustained by any person who intentionally caused such **bodily injury**;
(3) sustained by any person while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;
(4) to the extent benefits are paid or payable under any workers' compensation law, disability benefits law or similar law. This exclusion does not apply to **Accidental Death Benefits Coverage**;
(5) to any person resulting from, or sustained during practice or preparation for:
(A) any pre-arranged or organized racing, stunting, speed, or demolition contest or activity; or
(B) any driving activity conducted on a permanent or temporary racetrack or racecourse;
(6) sustained by any person while **occupying** or when struck by any vehicle owned by **you** or furnished or available for **your regular use**, other than **your insured car** for which this coverage has been purchased;
(7) sustained by any person while **occupying** or when struck by any vehicle owned by a **relative** or furnished or available for the **regular use** of a **relative**, other than a **your insured car** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such vehicle;

(8) sustained by any person while **occupying** any **vehicle** or **utility trailer** while located for use as a residence or premises;
(9) sustained by any person while **occupying your insured car** while it is being used:
  (A) to carry persons or property for compensation or a fee; or
  (B) for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.
  This exclusion does not apply to shared-expense car pools;
(10) arising out of an accident involving any vehicle while being maintained or used by a person while employed or engaged in any **auto business**. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using **your insured car**;
(11) due to a nuclear reaction or radiation;
(12) for which insurance:
  (A) is afforded under a nuclear energy liability insurance contract; or
  (B) would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
(13) caused directly or indirectly by:
  (A) war (declared or undeclared) or civil war;
  (B) warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
  (C) insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
(14) caused directly or indirectly by:
  (A) any accidental or intentional discharge, dispersal, or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
  (B) any intentional discharge, dispersal, or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
(15) to **you** or a **relative** while **occupying** any vehicle, other than **your insured car**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle.
(16) to **you** or a **relative** while **occupying your insured car**, while it is operated, driven or in the control of an **excluded driver**, an **unlicensed driver**, an **underage driver** or an **undisclosed driver**.

Limits of Liability

The limits of liability shown on the **Declarations Page** for the coverages provided under this Part II - Personal Injury Protection Coverage is the most **we** will pay for each **insured person** in any one accident, regardless of the number of:

(1) claims made;
(2) **covered autos**;
(3) **insured persons**;
(4) lawsuits brought;
(5) vehicles involved in the accident; or
(6) premiums paid.

The limit of liability for Medical and Hospital Benefits is shown on the **Declarations Page**.
The limit of liability for Accidental Death Benefits is shown on the **Declarations Page**.

The limit of liability for Income Disability Benefits is:

(1) 70% of the loss of gross income per week, not to exceed $140 per week, if the **insured person** earned income from work at the time of the accident; or
(2) $70 per week, or any fractional part of a week, if the **insured person** did not earn income from work at the time of the accident.

In determining the amount payable under this Part II, the amount of damages sustained by the **insured person** due to **bodily injury** will be reduced by all sums paid or payable for the same elements of damages under:

(1) Part I - Liability To Others; and

(2) Part IV - Uninsured Motorist Bodily Injury Coverage; and
(3) Part VI – Underinsured Motorist Bodily Injury Coverage.

Other Insurance

(1) With respect to **bodily injury** sustained by a **relative**, any Medical And Hospital Benefits Coverage or Income Disability Benefits Coverage afforded by this Part II shall be excess over any other similar coverage provided by a **motor vehicle** insurance policy under which the **relative** is a named insured.
(2) If **you** or a **relative** are insured under any other **motor vehicle** insurance policy providing coverage for income disability benefits or similar coverage, the most that **you** or a **relative** may recover for **income disability benefits** shall not exceed the amount payable under the policy providing the highest limits of liability.
(3) No coverage will be provided under this Part II for any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible **motor vehicle** insurance policy providing the minimum personal injury protection coverages required by law.

Subject to 1, 2, and 3 above, it there is other applicable personal injury protection 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.

No one shall be entitled to recover duplicate payments for **income disability benefits** or **medical and hospital benefits** under this or any other **motor vehicle** insurance policy.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Payment of Benefits

We may pay the **insured person**, the person providing medical services or the person responsible for the payment of the medical expenses.

Our Rights To Recover Payment

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party that has been fully compensated for his or her loss. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under this Part no longer exist.

PART III - MEDICAL PAYMENTS COVERAGE

This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

This coverage does not apply at all if there is any Personal Injury Protection Coverage in effect at the time of the loss.

We will pay reasonable expenses incurred within one year from the date of **car accident** for necessary medical and funeral services because of **bodily injury** sustained by an **insured person** and caused by a **car accident.**

Additional Definitions Used In This Part Only

As used in this part, "**insured person**" or "**insured persons**" means:

(1) **You** while **occupying your insured car.**
(2) **You** as a pedestrian when struck by a motor vehicle or **utility trailer.**
(3) Any other person while **occupying your insured car** while the **car** is being used by **you** or another person with **your** permission.

Exclusions

This coverage does not apply to **bodily injury** to any person:

(1) Sustained while **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(2) Sustained while **occupying** any vehicle being used as a residence or premises.
(3) Sustained while **occupying** a **motor vehicle** with more than or less than four wheels.
(4) Sustained while **occupying** or when struck by any vehicle, other than **your insured car**, which is owned by or furnished or available for **regular use** by **you**.
(5) Sustained while **occupying** a vehicle other than an **insured car** while the vehicle is being used in the **business** or occupation of an **insured person**.
(6) Occurring during the course of employment if benefits are payable or required to be provided under a workers' compensation law, disability benefits or other similar laws.
(7) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, **or by any** consequence of these.
(8) Sustained while **your insured car** is being used in or to prepare for any **racing**, speed, stunt, performance or demolition contest.
(9) Caused by conduct intentionally designed to cause injury to **you, any insured person**, or any other person.
(10) Sustained while **your insured car** is being used to commit a felony or for any other purpose which is legally recognized to be criminal.
(11) Sustained while **occupying your insured car** without a reasonable belief that the person is entitled to do so.
(12) Sustained while **your insured car** is being operated by an **excluded driver**.
(13) Sustained while **your insured car** is being operated by an **underage drive**, **unlicensed driver** or **undisclosed driver**.

Limits of Liability

We will pay no more than the limits of liability shown for this coverage on the **Declarations Page** for each person injured in any one **car accident** regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

Any amount paid under this part shall reduce any amount paid or payable under Part I – Liability, Part IV - Uninsured Motorists Bodily Injury Coverages or Part VI – Underinsured Motorists Bodily Injury Coverage of this policy.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Other Insurance

This Medical Payments Coverage is excess over any other applicable insurance.

Payment of Benefits

We may pay the **insured person**, the person providing medical services or the person responsible for the payment of the medical expenses.

Our Rights To Recover Payment

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party that has been fully compensated for his or her loss. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under this Part no longer exist.

PART IV — UNINSURED MOTORISTS BODILY INJURY COVERAGE

This coverage applies only if there is a premium shown for the coverage on the **Declarations Page**.

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**. If no agreement is reached, the decision will be made by arbitration.

If a lawsuit is brought by any **insured person** to determine legal liability or damages**, we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

Additional Definitions Used in This Part Only

As used in this Part:

(1) **"Insured person"** means:

(A) **You**.
(B) Any other person **occupying your insured car** with **your** permission.
(C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

(2) **"Uninsured motor vehicle"** means a **motor vehicle** which is**:**

(A) Not insured by a bodily injury liability bond or policy at the time of the **car accident**.
(B) A hit-and-run vehicle whose operator or owner is unknown and which strikes:
  (i) **You**.
  (ii) A vehicle which **you** are **occupying**.
  (iii) **Your insured car**.
  There must be actual physical contact with the hit-and-run vehicle.
(C) Insured by a bodily injury liability bond or policy at the time of the accident but the insurer denies coverage or is or becomes insolvent.

"Uninsured motor vehicle" does not mean a vehicle:

(A) Owned by or furnished or available for the **regular use** of **you**, a **resident** or a **relative.**
(B) Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier or similar law.

(C) Owned by a governmental unit or agency.

Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:

(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent
(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(4) While occupying your insured car while it is operated, driven or in the control of an **excluded driver**.
(5) FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** further defined as follows:

(1) The bodily injury limit for "each person" is the maximum amount **we** will pay to any one person for **bodily injury** to any one person in any one **car accident,** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.
(2) Subject to the bodily injury limit for "each person", the bodily injury liability limit for "each accident is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the accident.

Any amounts payable will be reduced by:

(1) Any payments made by or on behalf of the owner or operator of the **uninsured motor vehicle**, or any other person or organization which may be legally liable.
(2) Any payments made under Part I - Liability Coverage, Part II – Personal Injury Protection Coverage or Part III - Medical Payments Coverage of this policy.
(3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. But, when an **insured person** is **occupying** a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance and this coverage shall then apply only in the amount by which the limits of liability for this coverage exceeds the applicable limits for such other insurance.

Arbitration

If **we** and an **insured person** claiming coverage under this Part do not agree:
(1) Whether that person is legally entitled to recover damages under this Part; or
(2) As to the amount of such damages;

and we mutually agree to arbitration prior to the expiration of the uninsured motorist bodily injury statute of

limitations in the state in which the event occurred, then this will be determined by non-binding arbitration. With arbitration, each party will select an arbitrator unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third; if the two arbitrators cannot agree on the third within thirty days, either party may request selection be made by a judge or court having jurisdiction.

Each party will:

(1) Pay the expenses they incur, and
(2) Bear the expenses of the single arbitrator, equally.
(3) Bear the expenses of the third arbitrator, equally, if two arbitrators are used and a third is selected.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resided at the time the policy was purchased. Local rules of procedure and evidence will apply.

If an award does exceed **our** limits of liability, either party may demand the right to trial. Such demand must be made within the time allowed by state law of the arbitrator's decision, or such lesser time as provided by the rules of civil procedure for the jurisdiction where the arbitration occurs.

WE WILL NOT PAY **PUNITIVE OR EXEMPLARY DAMAGES** WHICH THE **INSURED PERSON** MAY BE LEGALLY ENTITLED TO COLLECT. NO VALID ARBITRATION AWARD SHALL INCLUDE AMOUNTS FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Action Against Us

An **insured person** must fully comply with all of the terms of this policy before any action can be taken against **us**.

An **insured person** has no cause of action unless that person has given **us** written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company within the time allowed by law after the earliest of:

(1) The date the person knows the tortfeasor is uninsured. Or,
(2) The date the person knows or should have known that coverage was denied by the tortfeasor's insurer. Or,
(3) The date the person knows or should have known of the insolvency of the tortfeasor's insurer.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Our Recovery Rights

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom payment was made against another, provided the insured person was fully compensated for the loss.

PART V – UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE

This coverage applies only if there is a premium shown for this coverage on the **Declarations Page**.

We will pay damages for **property damage** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **property damage** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**.

If a lawsuit is brought by any **insured person** to determine legal liability or damages, **we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

Additional Definitions Used In This Part Only

The following provision is added to Definition (1):

(1) "**Insured person**" means any person for damages that person is entitled to recover because of **property damage** to **your Insured car**.
(2) "**Uninsured motor vehicle**" means a **motor vehicle** which is:

(A) Not insured by a property damage liability bond or policy at the time of the **car accident**.
(B) Insured by a liability bond or policy at the time of the **car accident**, but which provides property damage liability limits less than the minimum property damage liability limits required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.
(C) A hit-and-run vehicle whose operator or owner is unknown and which strikes:
(i) A vehicle which **you** or a **relative** are **occupying**; or
(ii) **Your insured car**.
There must be actual physical contact with the hit-and-run vehicle.
(D) Insured by a property damage liability bond or policy at the time of the **car accident** but the insurer denies coverage or is or becomes insolvent within one year after the **car accident.**

"**Uninsured motor vehicle**" does not mean a motor vehicle:

(A) Owned by or furnished or available for the **regular use** of **you** or a **relative**.
(B) Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor **car**rier or similar law, except a self-insurer which is or becomes insolvent within one year after the **car accident**.
(C) Owned by a governmental unit or agency.
(3) "**Property damage**" means:

(A) Injury to; or
(B) Destruction of; or
(C) Reasonable expenses for loss of use of;
your insured car. However, **property damage** does not include injury to, or destruction of, or loss of use of any property while contained in **your insured car**.
(4) "**Actual cash value**" means the market value or replacement cost less physical depreciation of the damaged property.
(5) "**Like kind and quality part**" includes, but is not limited to, a replacement part for any vehicle that is obtained from another vehicle.
(6) "**Aftermarket Part**" means a replacement part not made by the original equipment manufacturer (OEM).

Exclusions

This coverage does not apply to **property damage** sustained by an **insured person**:

(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent
(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(4) FOR **PUNITIVE OR EXEMPLARY DAMAGES**
(5) For the first $200 of the amount of **property damage** to **your insured car**. This exclusion (6) does not apply if:
(A) **We** insure **your insured car** for both, **collision** coverage and Uninsured Motorists Property Damage Coverage; and
(B) The operator of the **uninsured motor vehicle** is positively identified and is solely at fault.
(6) Which directly or indirectly benefits any insurer of property.
(7) While occupying your insured car while it is operated, driven or in the control of an **excluded driver**.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** further defined as follows:

(1) The property damage liability limit for "each accident" is the maximum amount **we** will pay for all **property damage** to all property in any one **car accident**. Subject to this maximum, **our** limits of liability for **property damage** will be the lesser of:
   (A) The **actual cash value** of **your insured car** or if the loss is a part thereof, the **actual cash value** of such part; or
   (B) The amount necessary to repair or replace **yourinsured car** or if the loss is a part thereof, the amount necessary to repair or replace such part with **aftermarket parts** or property of **like kind and quality**.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

No one will be entitled to receive duplicate payments for the same elements of loss:

(1) Under Uninsured Motorists Property Damage Coverage and:

   (A) Part I — Liability Coverage;
   (B) Part VII — **Car** Damage Coverage.

Appraisal

You or **we** may voluntarily agree to non-binding appraisal of the **loss**. Each will appoint and pay a competent and disinterested qualified appraiser, licensed, if the state provides. Other appraisal expenses will be shared equally. The appraisers, or a judge or a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by the two appraisers or either appraiser and the umpire will determine the amount payable.

Other Insurance
If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. But, when an **insured person** is **occupying** a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance and this coverage shall then apply only in the amount by which the limits of liability for this coverage exceeds the applicable limits for such other insurance.

Action Against Us

An **insured person** must fully comply with all of the terms of this policy before any action can be taken against **us**.

An **insured person** has no cause of action unless that person has given **us** written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company within the time allowed by law after the earliest of:

(1) The date the person knows the tortfeasor is uninsured. Or,
(2) The date the person knows or should have known that coverage was denied by the tortfeasor's insurer. Or,
(3) The date the person knows or should have known of the insolvency of the tortfeasor's insurer.

Our Recovery Rights

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom payment was made against another, provided the insured person was fully compensated for the loss.

PART VI – UNDERINSURED MOTORIST BODILY INJURY COVERAGE

This coverage applies only if there is a premium shown for this coverage on the **Declarations Page**.

we will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** for **bodily injury**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**. If no agreement is reached, the decision will be made by arbitration.

If a lawsuit is brought by any **insured person** to determine legal liability or damages**, we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

We will pay under this Part V only after the limits of liability under all applicable bodily injury liability bonds and policies have been exhausted by payment of judgments or settlements.

Additional Definitions Used in This Part Only

As used in this Part:

(1) **"Insured person"** means:
- (A) **You**.
- (B) Any other person **occupying your insured car** with **your** permission.
- (C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

(2) **"Underinsured motor vehicle"** means a **motor vehicle** which is**:**
- (A) Insured by a liability bond or policy at the time of the **car accident**, but the liability coverage is insufficient to cover the damages incurred by the insured..

"Underinsured motor vehicle" does not mean:
- (1) a **motor vehicle** that is covered under the liability coverage of the same policy that also contains the underinsured motorist coverage;
- (2) an uninsured **motor vehicle**;
- (3) a **motor vehicle** owned or leased by:
  - (A) The named insured;
  - (B) The named insured's spouse;
  - (C) Any dependant of the named insured; or
  - (D) Any **relative** or **resident** of the named insured.

Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:
(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent
(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(4) While occupying your insured car while it is operated, driven or in the control of an **excluded driver**.
(5) FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car**

accident, further defined as follows:

(1) The **bodily injury** limit for "each person" is the maximum amount **we** will pay to any one person for **bodily injury** to any one person in any one **car accident,** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

(2) Subject to the bodily injury limit for "each person", the bodily injury liability limit for "each accident is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

Any amounts payable will be reduced by:

(1) Any payments made by or on behalf of the owner or operator of the **underinsured motor vehicle**, or any other person or organization which may be legally liable.
(2) Any payments made under Part I - Liability Coverage, Part II - Personal Injury Protection Coverage or Part III - Medical Payments Coverage of this policy.
(3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. But, when an **insured person** is **occupying** a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance and this coverage shall then apply only in the amount by which the limits of liability for this coverage exceeds the applicable limits for such other insurance.

Arbitration

If **we** and an **insured person** claiming coverage under this Part do not agree:

(1) Whether that person is legally entitled to recover damages under this Part; or
(2) As to the amount of such damages;

and we mutually agree to arbitration prior to the expiration of the underinsured motorist bodily injury statute of limitations in the state in which the event occurred, then this will be determined by non-binding arbitration. With arbitration, each party will select an arbitrator unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third; if the two arbitrators cannot agree on the third within thirty days, either party may request selection be made by a judge or court having jurisdiction.

Each party will:

(1) Pay the expenses they incur, and
(2) Bear the expenses of the single arbitrator, equally.
(3) Bear the expenses of the third arbitrator, equally, if two arbitrators are used and a third is selected.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resided at the time the policy was purchased. Local rules of procedure and evidence will apply. Any award which exceeds the limits of liability or which includes punitive or exemplary damages shall be beyond the arbitrator's scope of authority.

If an award does exceed **our** limits of liability, either party may demand the right to trial. Such demand must be made within the time allowed by state law of the arbitrator's decision, or such lesser time as provided by the rules of civil procedure for the jurisdiction where the arbitration occurs.

WE WILL NOT PAY **PUNITIVE OR EXEMPLARY DAMAGES** WHICH THE **INSURED PERSON** MAY BE LEGALLY ENTITLED TO COLLECT. NO VALID ARBITRATION AWARD SHALL INCLUDE AMOUNTS FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Action Against Us

An **insured person** must fully comply with all of the terms of this policy before any action can be taken against **us**.

An **insured person** has no cause of action unless that person has given **us** written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company within the time allowed by law after the earliest of:

(1) The date the person knows the tortfeasor is uninsured. Or,
(2) The date the person knows or should have known that coverage was denied by the tortfeasor's insurer. Or,
(3) The date the person knows or should have known of the insolvency of the tortfeasor's insurer.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Our Recovery Rights

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom payment was made against another, provided the insured person was fully compensated for the loss.

PART VII - CAR DAMAGE COVERAGE

We will pay for **loss** to **your insured car** which is:

(1) Caused by **collision**, but only if a premium is shown for the coverage on the **Declarations Page**.
(2) Caused by **comprehensive**, but only if a premium is shown for the coverage on the **Declarations Page**.

Additional Definitions Used in This Part Only

As used in this Part:

(1) **"Collision"** means actual physical contact between **your insured car** and another object or upset of **your insured car.**
(2) **"Comprehensive"** means **loss** to **your insured car** not caused by **collision**. The following is considered **loss** caused by **comprehensive**, including, but not limited to:
   (A) Missiles or falling objects;
   (B) Fire;
   (C) Theft or larceny;
   (D) Explosion or earthquake;
   (E) Windstorm;
   (F) Hail, water or flood;
   (G) Malicious mischief or vandalism;
   (H) Riot or civil commotion;
   (I) Contact with bird or animal; or
   (J) Breakage of glass
   If breakage of glass results from a **collision**, **you** may elect to have it treated as a **loss** caused by **collision**.
(3) **"Loss"** means direct, sudden and accidental **loss** of or damage to **your insured car**, including its **covered equipment**.
(4) **"Covered Equipment"** means:

(A) Any permanently installed equipment, parts, or accessories which were purchased as standard or optional equipment from the manufacturer of the vehicle.

(B) Any permanently installed device designed for the recording or reproduction of sound, provided the device is installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio. The maximum **we** will pay for **loss** to the device and its accessories is $500.

(5) **"Regular Operator"** means any person who is a resident of **your** household who drives **your insured car.**

(6) **"Like kind and quality part"** includes, but is not limited to, a replacement part for any vehicle that is obtained from another vehicle.

(7) "**Aftermarket Part**" means a replacement part not made by the original equipment manufacturer (OEM).

(8) "**Betterment**" means a deduction for making an item better or adding value thereto.

Your Deductible

The deductible amount shown on the **Declarations Page** will be subtracted from payment of any **loss** covered under this Part.

Settlement of Loss

We may pay the **loss** in money or repair or replace damaged or stolen property. **We** may, at any time before the **loss** is paid or the property is replaced, return, at **our** expense, any stolen property either to **you** or to the address shown on the **Declarations Page**, with payment for the resulting damage less **betterment**. If **we** repair or replace the damaged or stolen property, **we** reserve the right to use **aftermarket parts** of **like kind and quality**. **We** may keep all or part of the property salvage upon payment to **you** of its agreed or appraised value. **You** may not abandon the damaged property to **us**.

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 insured car** and **we** elect 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 Page**, all applicable taxes, license fees, and other fees actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

Appraisal

You or **we** may voluntarily agree to non-binding appraisal of the **loss**. Each will appoint and pay a competent and disinterested qualified appraiser, licensed, if the state provides. Other appraisal expenses will be shared equally. The appraisers, or a judge or a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by the two appraisers or either appraiser and the umpire will determine the amount payable.

Transportation Expenses

We will pay up to $15 per day, to a maximum of $225 for transportation expenses incurred by you. This applies only in the event of the total theft of **your insured car**. **We** will pay only transportation expenses that are incurred during the period:

1. Beginning 48 hours after the theft has been reported to **us** and to the police. And,
2. Ending when the whereabouts of **your insured car** becomes known to the **insured person** or to the company or **we** pay for its loss.

Storage

In the event **your insured car** is towed to a location where you are incurring storage charges as the result of a covered comprehensive or collision loss, we will pay up to $15.00 per day, not to exceed $90.00 for all of the storage charges if and only if **you** fully cooperate with us in arranging for the immediate release of **your insured car**.

Regular Operators

If, during the term of this policy, a person who:

(1) Was not listed on the application as a **regular operator** begins to drive **your insured car**; or

(2) Was listed on the application as an operator quits driving **your insured car**, **you** must notify **us**.

Notification must be given in writing and will begin as of the postmarked date on the envelop and may not be back dated. It may be given to **us** or to **our** duly authorized representative. If a premium difference results from the change in driver status, **we** will adjust **your** premium as of the date **you** notify **us** of the change.

Exclusions

This coverage does not apply to **loss**:

(1) To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(2) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or radioactive contamination, riot or commotion or any consequence of any of these.
(3) To television antennas, awnings, cabanas or any equipment designed to provide additional living or transportation facilities.
(4) To tapes, records, compact discs or other devices for use with equipment designed for the reproduction of sound.
(5) To custom paint, murals, paintings, or other decals or graphics.
(6) To equipment, parts and accessories which are not defined as **covered equipment** unless items are declared as permanently installed by the original equipment manufacturer (OEM) in or on **your car** and a specific premium is paid. The following are examples:

(A) Campers and custom enclosures for pickup trucks.
(B) Two-way radios (including citizen band radios), telephones or radio telephones, DVD players, CD player, scanning monitor receivers, television monitor receivers, video cassette recorders, audio cassette recorders, or personal computers.
(C) Any device designed for recording or reproduction of sound not defined as **covered equipment**.
(D) Custom chrome, alloy, aluminum or magnesium wheels.
(E) Custom wide tread tires and racing slicks.
(F) Any custom furnishings or equipment in or upon any pickup, panel truck, or van, including, but not limited to:
(i) Special carpeting and insulation, furniture, bars, or television receivers;
(ii) Facilities for cooking and sleeping;
(iii) Height-extended roofs;
(iv) Captain chairs; or
(v) Bed liners or toppers.
(G) Equipment designed or used for the detection or location of radar or laser.
(H) Special equipment, which are additions or alterations to **your insured car** including, but not limited to:
(i) Any custom chroming or custom interior work;
(ii) Sun roof, moon roof, T-bar roof, landau roof, bubble dome, bubble window, or any deluxe roof treatment;
(iii) Equipment used to either mechanically or structurally modify **your insured car** resulting in an increase in performance or change in appearance;
(iv) Ground effects, running boards, mud flaps, bug shields, visors or spoilers; or
(v) Roll bars, grill guards, winches and custom bumpers.
(7) Resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, manufacturers defect, road damage to tires or prior **loss** or damage.
(8) While **your insured car** is being used in or preparing for any **racing**, speed, stunt, performance or demolition contest.
(9) To any **car** not owned by **you**.
(10) To **your insured car**, If at the time of the **loss**, **your insured car** was driven by a **regular operator** who was not reported to **us** in the original application for insurance and not added to the policy in compliance with reporting requirements stated in Part X of this policy.
(11) To **your insured car**:
(A) While being used in any illegal trade or transportation, or to commit a felony or for any other purpose which is legally recognized to be criminal.
(B) Caused intentionally by or at the direction of an **insured person**.
(C) Due to the destruction or confiscation by governmental or civil authorities. This exclusion 11 (C) does not apply to the interests of the Loss Payees in **your insured car**.

(0) Due to conversion or embezzlement, lawful possession under a bailment mortgage, conditional sale or encumbrance.
(E) Due to diminution of value.

(12) To **your covered auto** arising out of or during its use for the transportation of any explosive substance, or any flammable liquids, or any hazardous materials, except transportation incidental to your ordinary household or farm activities.

(13) To a **car** which is acquired by the **covered person** during the policy period, where the **insured person** has not notified us in writing within twenty (20) days of such acquisition and of the election to add coverage under this part of the policy to the declarations for such vehicle.

(14) To **your insured car** or any property in **your insured car** not otherwise excluded, unless there are visible signs that forcible entry was required to gain access to **your insured car.**

(15) To **your insured car** while it is being operated, driven or in control of an **excluded driver**, **unlicensed driver**, **underage driver** or **undisclosed driver**.

(16) To **your insured car** if **you** do not have an **insurable interest** in **your insured car**.

Limits of Liability

Our limits of liability for **loss** shall not exceed the lesser of:

(1) The actual cash value of the stolen or damaged property at the time of **loss**, reduced by the applicable deductible; or

(2) The amount necessary to repair or replace the property with **aftermarket parts** or property of **like kind and quality**, reduced by the applicable deductible.

In determining the actual cash value of the property or damaged part of the property at the time of the loss, an adjustment for depreciation and physical condition will be made in relation to the physical condition and wear and tear. If new parts are used to replace parts subject to wear and tear, depreciation will be taken to the extent of the wear and tear.

No Benefit to Bailee

This coverage shall not in any way benefit any person or organization caring for or handling **your insured car** for a fee.

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. Ho**we**ver, any insurance **we** may be required to provide with respect to any non-owned vehicle used as a temporary substitute for a vehicle **you** own shall be excess over any other collectible insurance.

Payment of Loss

(1) We may pay for any **loss** or any damage in cash or we may repair or replace the damaged or stolen vehicle.
(2) You may not require us to pay for any **loss** or damage until 30 days after you have complied with all of the terms of this policy.
(3) If **your insured car** is stolen and then is recovered before the **loss** or the damage is paid or is replaced, then **we** may return **your** vehicle to **you** at **our** expense with payment for any damage.

PART VIII - TOWING & RENTAL COVERAGE

Towing Coverage

This coverage may only be purchased with **comprehensive** and **collision** coverage on **your insured car**.

If a premium is paid and the coverage is listed on the **Declarations Page**, **we** will pay for towing costs caused by the disablement **your insured car** due to a **loss** or a mechanical breakdown. This coverage may only be purchased with **comprehensive** and **collision** coverage on **your insured car**. You may claim the maximum amount per occurrence under this coverage ($50) fifty dollars two times during any policy term.

Rental Reimbursement Coverage

This coverage may only be purchased with **comprehensive** and **collision** coverage on **your insured car**.

We will reimburse **you** up to $25 per day up to a maximum of $450 during any policy term, for the amount, which **you** paid for renting an auto from a rental agency while **your insured car** was being repaired due to a loss that is covered under Part VII. If **your insured car** is not drivable, coverage starts 48 hours after the loss is reported to us. If **your insured car** is drivable, coverage starts the day after it is taken to the repair facility. Coverage will end when the first of the following occurs:

1. the repair facility finishes the repairs;
2. the company offers to replace **your insured car**;
3. the company offers settlement to you; or,
4. the maximum limit is reached.

Proof of repairs from an auto repair facility and evidence of a payment therefore must be provided before reimbursement will be made. The definition of **loss**, as it appears in this Part, means a disablement or a direct and accidental loss or damage to the auto. If a premium is paid and the coverage is listed on the **Declaration Page**, then the Transportation Expenses under Part VII does not apply.

PART IX – NON-OWNER COVERAGE

This Part IX applies only if the term "Non-Owner" appears on the **Declarations** of the policy. The purpose of "Non-Owner" Coverage is to insure the named insured against the liability imposed by the law upon the named insured for bodily injury to or death of any person or damage to property to the amounts and limits stated on the **Declaration Page** of this policy and growing out of the use or operation by the named insured within the continental limits of the United States or the Dominion of Canada of a **non-owned auto**. If the term "Non-Owner" appears on the **Declaration Page** of the policy, then all the terms and conditions of the policy apply except as modified herein, and to the extent that any definition, term or provision of Part IX conflicts with any definition, term or provision of any other Part of this policy, the purpose, definitions, terms and provisions of Part IX shall control the other Part of this policy.

If this Part IX applies then:

(1) **In Part I** - **Liability** and in all other Parts incorporating said section "**insured person**" is deleted and the following is substituted:
"insured person". The only person insured under this policy is the named insured and his or her spouse, if a resident of the same household and an additional premium for the spouse is paid, and then only with respect to a **non-owned auto**, provided the use and operation thereof is with the permission of its owner and within the scope of permission.

(2) **Part IX Definitions to be substituted for definitions in Part I - Liability and as incorporated in other Parts or Conditions from Part I - Liability:**
"Non-owned auto" means **car** used by **you** with the permission of the owner and not owned by, furnished, or available for the **regular use** of **you**, a **relative** or a **resident**.
"Your insured car" means any **car** owned by or furnished for the **regular use** of the named insured, a **relative** or a **resident** of the named insured.

(3) **Part IX definitions to be substituted in specified Parts and related Conditions:**
For purpose of Part II – Personal Injury Protection Coverage and Part III – Medical Payments Coverage and Part IV, V and VI – Uninsured and Underinsured Motorist Coverages and of:
"insured person (s)" means the named insured.

(4) **The following are added Exclusions:**
In Part I - Liability:
(18) to any **motor vehicle** owned by or furnished for the **regular use** of the named insured, or owned by or furnished for the **regular use** of a **relative** or a **resident** of the named insured;
(19) to any **motor vehicle** while used in a **business** or occupation of the named insured.
In Part II – Personal Injury Protection:
(16) to injuries arising out of the use, operation, or maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or **resident** of the named insured;
In Part IV - Uninsured Motorist Bodily Injury Coverage:
(5) to injuries arising out of the use, operation, maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or a **resident** of the named insured.
In Part V- Uninsured Motorist Property Damage Coverage:
(5) to damage to a **motor vehicle** arising out of the use, operation, maintenance of any **motor vehicle** owned

by or furnished for the **regular use** of the named insured or a **relative** or a **resident** of the named insured.

In Part VI - Underinsured Motorist Coverage:

(5) to injuries arising out of the use, operation, maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or a **resident** of the named insured.

(5) **In all Parts, delete the Other Insurance section and replace it with:**

Other Insurance: This insurance shall be excess insurance over any other valid and collectible insurance or self-insurance

PART X - GENERAL PROVISIONS

Policy Period, Territory

This policy applies only to **car accidents** and losses that happen during the policy period shown on the **Declarations Page** and while the **car** is within the United States, its territories or possessions, or Canada, or between their ports.

Changes

This policy, **your** application (which is made a part of this policy as if attached), and the **Declarations Page** include all the agreements between **you** and **us** relating to this insurance. No change or waiver may be effected in this policy unless **we** issue a written endorsement. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change. **We** will automatically give **you** the benefit of any broadened coverage under this policy unless the change requires additional premium.

Two or More Cars Insured

With respect to any **car accident** or **loss** to which this and any other auto policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall or by lease, other not exceed the highest applicable limit of liability under any one policy.

Lawsuit Against Us

We may not be sued unless there has been full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an i**nsured person** 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 has any right under this policy to make **us** a party to a lawsuit to determine the liability of an **insured person.**

No person who is not an **insured person** under the terms of this policy shall have any interest in this policy, either as:

(1) a third party beneficiary; or

(2) otherwise;

unless there first is a rendering of a verdict against a person who is an **insured person** under the terms of this policy for a claim which is covered by this policy.

Our Recovery Rights

In the event of any payment by **us** under this policy, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. A person **we** have paid must sign and deliver to **us** any legal papers relating to that recovery, do whatever is necessary to help **us** exercise those rights and do nothing after the loss to prejudice **our** rights.

If **we** ask, any person that **we** have paid must take appropriate action, in that person's own name, to recover any payment **we** have made from any responsible party or insurer. **We** will select the attorney and pay all related costs and fees.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimburse **us** to the extent of **our** payment plus any costs or attorney fees **we** have to pay.

If **we** make payment under any Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any

settlement or judgment recovered from, or on behalf of, any responsible party that has been fully compensated for his or her loss. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under such Part no longer exists.

These provisions will be applied in accordance with state law.

Assignment

Interest in this policy may not be assigned without **our** written consent If the policyholder named on the **Declarations Page** or the spouse of the policyholder who lives in the same household dies, the policy will cover~

(1) The surviving spouse. However, if the surviving spouse is an excluded driver under this policy there would be no coverage while the excluded spouse is driving an **insured car**.
(2) The legal representative of the deceased while acting within the scope of the duties as a legal representative.
(3) Any person having proper custody of **your insured car** until a legal representative is appointed. However, if that person is an excluded driver under this policy, there would be no coverage while that person is driving an **insured car.**

Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

Insurance Laws of Your State

If any provision of this policy conflicts with or fails to comply with any insurance laws of the state where **you** live, this policy is automatically amended to comply with those laws. All other provisions of this policy shall remain in force and legally binding.

Renewal of This Policy

Subject to **our** consent, **you** have the right to renew this policy. When **we** consent to renewal, **you** must pay the renewal premium before the renewal date. This policy will automatically expire if **we** do not receive the required premium before the renewal date of the policy.

If **we** offer to renew the policy or bill for a balance due from a policy change and **you** or **your** representative fail to pay the required premium when due, **you** have not accepted **our** offer and this policy will automatically terminate on the date noted on the renewal or balance due notice.

Cancellation or Non renewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to **you** at the address shown on the **Declarations Page** or by delivering the notice to **you**:

(1) Not less than 10 days prior to the effective date of cancellation for nonpayment of premium.

(2) Not less than 20 days prior to the effective date of cancellation for any other reason.

(3) if this policy has been in effect for 60 days, **we** may cancel only:

(A) For nonpayment of premium;
(B) For suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car**. The suspension or revocation must have taken place during the policy period, or, if a renewal policy, within 180 days immediately preceding its effective date;
However, **we** may not cancel solely due to the administrative suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your**

insured car due to an alcohol or drug related violation set forth under Arkansas code 5-65-104.

(C) If the policy was obtained through a material misrepresentation; or

(D) If the named insured or any driver of **your insured car** is convicted of

(i) Driving while intoxicated;

(ii) Homicide or assault arising out of the use of a motor vehicle; or

(iii) Three separate speeding or reckless driving violations, or any combination of the two, during the policy period, including the three months prior to the effective date of the policy.

If **we** decide not to renew this policy, **we** will mail to **you** at the address shown on the **Declarations Page** or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period.

If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that **car** will cease on the effective date of the other insurance.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you** cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The effective date of cancellation stated in a notice is the end of the policy period

Loss Payable Clause

This entire clause is void unless the name of the lienholder is inserted in the space provided in the policy declarations.

Payment for damage to a car will be made according to **your** interest of any Loss Payee or lienholder shown on the Declaration or designated by **you**. Payment may be made both jointly, or separately, at **our** discretion.

Where inclusive, but not limited to fraud, material misrepresentation, material omission, racing, the commission of a crime or any other intentional damage or loss wantonly, or intentionally caused by **you**, a **relative** or a **resident** or the loss payee in the process of something done, or failed to do in violation of the terms or this agreement or any other exclusion indicated in the policy jacket under Part VII the Loss Payee or lienholder's interest will not be protected.

You shall notify **us** of any change of ownership or increase of hazard upon discovery and, unless otherwise authorized, **you**, on demand, shall pay the premium for any increased hazard for the term of the policy. Otherwise recovery provided by this policy may be prevented.

We reserve the right to cancel its policy at any time as provided by its terms and the laws of the state of Arkansas, and this cancellation shall terminate this agreement as to the loss payee's interest. Proof of mailing by **us** shall be proof of notice to the lienholder.

If **you** fail to give proof of loss as required by the policy terms, the lienholder must do so if required. The lienholder shall be subject to provisions of the policy relating to appraisal, time of payment and bringing suit. **We** will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

If **we** pay the lienholder any sum for loss or damage under the policy and no liability exists to **you**, **we** shall be subrogated to all the rights of the party to whom payments are made. Subrogation shall not impair the right of the lienholder to recover the full amount of its claim.

Misrepresentations

IF **YOU MISREPRESENT** ANY FACT OR CIRCUMSTANCE THAT AFFECTS THE ELIGIBILITY OF A RISK, CONTRIBUTES TO A LOSS, OR RESULTS IN A PREMIUM LOWER THAN THAT WHICH WOULD HAVE BEEN CHARGED IF TRUE AND COMPLETE REPRESENTATIONS HAD BEEN MADE, **WE** RESERVE THE RIGHT TO RESCIND THE POLICY AND DENY COVERAGE, EXCEPT FOR COVERAGE TO INJURED THIRD PARTIES UNDER PART I — LIABILITY COVERAGE OF THIS POLICY.

In Witness Whereof, **we** have caused this policy to be signed by its President and Secretary, and, if required by state law, this policy shall not be valid unless countersigned by **our** authorized representative.

PRESIDENT

SECRETARY

NOTICE OF OUR INFORMATION PRACTICES

As required by Public Law 91-508, Fair Credit Reporting Act, this is to inform **you** that as part of **our** procedure for processing and reviewing applications, new policies, renewal policies and policies currently in effect, a credit report, motor vehicle report or an investigative report may be obtained through personal interviews with third parties, such as family members, **business** associates, financial sources, friends, neighbors, or others with whom **you** are acquainted. This inquiry includes information as to **your** character, general reputation, personal characteristics, mode of living or driving history, whichever may be applicable. **You** have the right to make a written request to this company within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation and/or to dispute such information which **you** believe to be erroneous.

United Automobile Insurance Company, Inc.

PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887

FOR OFFICE USE ONLY: CLIENT ID POLICY #

Agency Name:	
Address	
City, State, Zip Code	
Phone	Agent Code

1

Name of Applicant	Home Phone	Work Phone
Mailing Address	City	State	Zip
Garaging Address	City	State	Zip

COVERAGE REQUESTED EFFECTIVE: FROM: _____ TO: _____ (months)

2

APPLICANT WARRANTS THERE ARE NO OTHER DRIVERS IN THE HOUSEHOLD, OTHER THAN THOSE LISTED BELOW

Any household member 14 years old or older, whose driver's license is suspended or revoked or who has no license, must be excluded by completing the Exclusion form, over.

Show Name and Date of Birth for all Principal Drivers and Residents of Household 14 years old or older. Non-operators should be excluded.	BIRTH DATE MM/ DD / YYYY	Class (Gender/ Marital)		Territory	Driver Point	DRIVER'S LICENSE NUMBER	State	OCCUPATION
APPLICANT								

3

DESCRIPTION OF AUTOMOBILE (S)

Auto	Year	Make and Model	Body Type	VIN	Symbol

LOSS PAYEE INFORMATION

Auto	Loss Payee	Address	City/ State / Zip

4

DESCRIPTION OF COVERAGE

COVERAGES		LIMITS OF LIABILITY	PREMIUMS AUTO	PREMIUMS AUTO	PREMIUMS AUTO
LIABILITY COVERAGE	BODILY INJURY LIABILITY	$ each person $ each accident	$	$	$
	PROPERTY DAMAGE LIABILITY	$ each accident	$	$	$
PERSONAL INJURY PROTECTION	MEDICAL HOSPITAL BENEFIT	$ each accident			
	INCOME DISABILITY BENEFIT	$ each person			
	ACIDENTAL DEATH BENEFIT	$ each accident			
MEDICAL PAYMENTS COVERAGE		$ each person	$	$	$
UNINSURED MOTORIST COVERAGE (UM)	BODILY INJURY LIABILITY (Min. limit: $25,000 / $50,000)	$ each person $ each accident	$	$	$
UNDERINSURED MOTORIST COVERAGE (UIM)	BODILY INJURY LIABILITY (Min. limit: $25,000 / $50,000)	$ each person $ each accident	$	$	$
UNINSURED MOTORIST (PD)	PROPERTY DAMAGE LIABILITY ($200 Deductible)	$ each accident	$	$	$

COVERAGE FOR DAMAGE TO YOUR AUTO		AUTO	AUTO	AUTO	$	$	$
COMPREHENSIVE	ACV LESS DEDUCTIBLE	$	$	$			
COLLISION	ACV LESS DEDUCTIBLE	$	$	$	$	$	$
TOWING AND RENTAL	TOW ($50) RENTAL ($25/$450)	$	$	$	$	$	$

Policy Fees are fully earned upon submission of this application to this Company.
A "Vehicle Inspection Form" or photos must be completed and attached for each vehicle purchasing comprehensive or collision coverage.

SUB TOTALS	$	$	$
	POLICY FEE		$
	TOTAL PREMIUM		$

5 **PHOTOS ARE REQUIRED FOR ALL VEHICLES WITH COMPREHENSIVE AND COLLISION COVERAGES**

6 **NOTICE Comprehensive, Collision, PIP and Med Pay Exclusions:** This policy **DOES NOT COVER** Comprehensive, Collision, Personal Injury Protection or Medical Payments coverage losses when your insured car is being operated by any unlicensed driver, underage driver or undisclosed driver.

Date_____ Signature of Applicant: X_____

7 **DISCOUNTS (40% MAXIMUM BY COVERAGE)**

8 **BI/PD TOTAL____ %** ☐ 20% Multi-Car ☐ 10% Transfer ☐ 10% Renewal ☐ 5% Paid-in-full ☐ 5% Defensive Driver ☐ 5% College Grad ☐ 5% Home

9 **COMP/COLL TOTAL____ %** ☐ 20% Multi-Car ☐ 15% Anti-Theft ☐ 10% Transfer ☐ 10% Renewal ☐ 5% Paid-in-full ☐ 5% College Grad ☐ 5% Home

10 **MP TOTAL____%** ☐ 20% Multi-Car ☐ 10% Transfer ☐ 5% Paid-in-full ☐ 5% College Grad

11 **UM/UIM/PIP____%** ☐ 5% Paid-in-full ☐ 5% College Grad

12 **LIST ALL ACCIDENTS AND VIOLATIONS FOR ALL DRIVERS BELOW**

Driver#	Driver Name	Date	Description of Accident or Violation	Points

13

ARKANSAS PERSONAL INJURY PROTECTION (PIP) COVERAGE REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

My agent has explained the No-Fault Personal Injury Protection coverages to me and I fully understand them. I understand that my policy when issued or renewed will NOT provide (check all that apply):

☐ $5,000 Medical and Hospital Benefits Coverage. By checking this box hereby *REJECT* Medical and Hospital Benefits Coverage.

☐ Income Disability Benefits Coverage. By checking this box I hereby *REJECT* Income Disability Benefits Coverage

☐ $5,000 Accidental Death Benefits Coverage. By checking this box I hereby *REJECT* Accidental Death Benefits Coverage

Date_____ Signature of Applicant: X_____

ARKANSDAS UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

I have had Uninsured Motorists Coverage and Underinsured Motorists Coverage explained to me by my agent and fully understand it. By signing this rejection, I also understand that Uninsured Motorist Bodily Injury, Underinsured Motorist Bodily Injury, and Uninsured Motorist Property Damage Coverage is available to me in an amount equal to the liability limits for which I am applying and that no higher nor lower limits are available under this policy.

☐ **I REJECT ALL UM/BI, UIM/BI, AND UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain these coverages, but upon my written request, I may have these coverage added to my policy at any future date (UIM/BI and UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UM/BI coverage, but upon my written request, I may have UM/BI coverage added to my policy at any future date.

☐ **I REJECT UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain UM/PD coverage, but upon my written request, I may have UM/PD coverage added to my policy at any future date. (UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UIM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UIM/BI coverage, but upon my written request, I may have UIM/BI coverage added to my policy at any future date. (UIM/BI cannot be purchased without UM/BI).

Date_____ Signature of Applicant: X_____

14

EXCLUSION OF NAMED DRIVER AND REJECTION OF COVERAGES -- WARNING – READ THIS ENDORSEMENT CAREFULLY! --

This acknowledgement and rejection is applicable to all renewals or rewrites issued by any affiliated insurer or us.

In consideration of the premium charge, you agree that none of the insurance coverage afforded by this policy to your insured car shall apply while the following listed driver(s) (the excluded driver) is/are in control of, operating, using, or driving your insured car(s).

By signing below, you agree to this amendment to your policy. The provisions of this endorsement supersede and exclude from the policy any contrary provisions.

EXCLUDED DRIVER(S) NAMES	RELATIONSHIP	BIRTHDATE	GENDER

Date_____ Signature of Applicant: X_____

15

NON-BUSINESS USE

I hereby state that I **do not** use my Vehicle for any business purposes or delivery service of any type.

Should my Vehicle be used for any business or delivery, I understand that there will be no coverage afforded under my current policy for any loss.

Date_____ **Signature of Applicant: X**_____

16

UNDERWRITING QUESTIONS

	Yes	No
1. Does the applicant or any driver have a handicap or physical disability that substantially impairs the applicant(s)/driver(s) driving ability, which is NOT corrected by medical assistance?	___	___
2. Has any vehicle(s) listed on this application ever been salvaged or purchased in the "gray market"? (i.e., not manufactured for original sale in the U.S.)	___	___
3. Have you failed to disclose any household residents, whether licensed or not, on this application?	___	___
4. Have you failed to list any drivers, such as children away from home or in college, who may operate your vehicle on a REGULAR or INFREQUENT basis? (If yes, please disclose all drivers).	___	___
5. Are any of the vehicle(s) listed in the application not titled in your name?	___	___

Date: _____ **Signature of Applicant: X**_____

17

UNDERWRITING AND BINDING

The Agent has no authority to Bind the Company without first obtaining confirmation through a TELEPHONE, FAX or INTERNET BINDER and receiving a corresponding BINDER NUMBER. The Agent has no right to MAKE, ALTER, MODIFY or DISCHARGE any CONTRACT or POLICY issued on the basis of this application. This application for insurance must always be signed by the proposed insured. It is understood by the applicant that the premium on any policy issued on the basis of this application may be adjusted as a result of the motor vehicle report on any operator. It is further understood that the applicant shall be responsible for any additional premium from (1) additional coverages being added to this policy, (2) motor vehicle reports, (3) or any changes of classification which may develop. The undersigned by signature hereto, warrants the statements and answers and understands that falsity, incompleteness, or incorrectness may jeopardize the coverage under such policy so issued or renewed. It is also hereby agreed and understood that misrepresentation, omission, concealment of a fact and incorrect statements on this application may cause this coverage to be declared null and void as of the effective date.

I (we) hereby agree and understand that any and all policy fees charged hereon may be declared fully earned by the company.

I hereby understand and agree that coverages afforded by the policy shall not apply to any loss or damage which occurs while the automobile is being operated without permission by a driver not listed on the original application or any endorsement change request who resides in the same household as the named insured or is a regular user of any vehicle insured under this policy.

I AGREE THAT IF ANY PORTION OF MY DOWN PAYMENT OR FULL PAYMENT CHECK IS RETURNED BY THE BANK BECAUSE OF ANY REASON, COVERAGE WILL BE NULL AND VOID FROM INCEPTION.

I understand that this application is not a binder unless indicated as such on this form by the brokering agent. A copy of this application has been furnished to the application or insured and coverage is:

☐ Bound Effective Date and Time:_____/_____/_____a.m. / p.m.

☐ Not Bound

Date: _____ **Signature of Applicant: X**_____

Date: _____ **Signature of Sales Agent: X**_____**ID:** _____ **Agency:** _____

FOR OFFICE USE: CLIENT ID **POLICY #:**

UNITED AUTOMOBILE INSURANCE COMPANY
ARKANSAS

CANCELLATION REQUEST FORM

DATE _____ EFFECTIVE DATE OF CHANGE _____

AGENCY NAME _____ PRODUCER ID _____

NAMED INSURED _____

POLICY # _____ AGENT NAME _____

REASON FOR CANCELLATION _____

REFUND INSURED □ REFUND AGENCY □

The undersigned agrees that the above referenced policy is lost, destroyed or being retained. No claim of any type will be made against the Insurance Company, its agents or representatives under this policy for losses, which occur after the date of cancellation shown above. Any premium adjustment will be in accordance with terms and condition of this policy.)

INSURED SIGNATURE _____ DATE _____

AGENT SIGNATURE _____ DATE _____

PLEASE FAX TO UNITED AUTOMOBILE INSURANCE COMPANY – ARKANSAS.

UAIC AR CAN (0508)

PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887
FAX: (800) XXX-XXXX

UNITED AUTOMOBILE INSURANCE COMPANY

PO BOX 2590
FORT SMITH, AR 72902
(800) 255-9887 • Fax (866) XXX-XXXX

CUSTOM EQUIPMENT EXCLUSION FORM

Named Insured: _____ Policy #: _____

Vehicle Make: _____ Model: _____ Year: _____

I hereby certify that the customized or dealer installed equipment on my vehicle is NOT COVERED under this policy in the event of a loss or claim. Only equipment that is installed by the original manufacturer of my vehicle will be covered.

The following items shall not be covered under my automobile policy:

___T-Tops/Moon Roof
___ Custom Wheels/Rims
___ Custom For or Neon Lights
___ Custom Suspensions
___ Custom Spoilers
___ Custom Paint/Artwork
___ Running Board
___ Conversion Packages
___ Window Tintwork
___ Non-Factory Stereo/Audio Equipment

___ Other _____

Insured Signature _____ Date _____

Agent Signature _____ Producer ID _____

ORIGINAL POLICY DECLARATIONS
SEMI-ANNUAL SOUTH CAROLINA PERSONAL
AUTOPOLICY

COVERAGE PROVIDED BY
UNITED AUTOMOBILE INSURANCE
PO BOX 922029
Norcross, GA 30010-2029
Phone: (866) 913-6866

POLICY NUMBER: SCU 000600472
AGENT NUMBER: 999-9-99999
DATE PROCESSED: April 25, 2007

COVERAGE PROVIDED
FROM: April25, 2007 5:28 A.M. E.S.T.
TO: October 25, 2007 12:01 A.M. E.S.T.

NAMED INSURED:
TEST
TEST Apt.45
CHARLESTON, SC 12345

AGENT:
IN-UNITED AUTOMOBILE INSURANCE
3909 NE 163RD ST
CHARLESTON, SC 12345

This declaration page with ''policy provisions'' and all other applicable endorsements complete your policy.

DRIVER NAME	TYPE OF DRIVER	SR-22
1 TEST	Principal	N

DESCRIPTION OF VEHICLE

UNIT	YEAR	MAKE/MODEL	VEHICLE ID #
1	2002	BUIK PARKAVEULT	2G4CU541222222222

UNIT#	SYM	TER	CLASS	PTS	DISC	MULCAR	PIF	NONOWN	TRANSFER	RENEWAL	DEF DR	SURC	EFT	ANTITEHFT
1	13	010	8MS	0		N	N	N	N	N	N		N	N

Coverage provided is only with respect to coverages indicated herein by a specific premium charge or charges. The limit of the company's liability against each such coverage shall be stated herein, subject to all terms of this policy. Insured warrants that there are no other drivers in the house hold other than those listed in the application or endorsement.

		UNIT 1 PREMIUM	DED.
A.Bodily Injury (BI)	25,000/person 50,000/accdnt	172.00	
A.Property Damage (PD)	25,000/accdnt	172.00	
B.Medical Payments	1,000/person	18.00	
C.Uninsured Motorist Bodily Injury	25,000/person 50,000/accdnt	16.00	
C.Underinsured BI	25,000/person 50,000/accdnt	12.00	
D.Uninsured Motorist PD	25,000/accdnt	25.00	
D.Underinsured Motorist PD	25,000/accdnt	7.00	
E.Comprehensive	MAX ACV 35,000	527.00	1,000
E.Collision	MAX ACV 35,000	787.00	1,000
FULL TERM PREMIUM		1704.00	

TOTAL CHARGES 1709.00

POLICY FEE 5.00

ENDORSEMENT MADE PART OF THIS POLICY AT TIME OF ISSUE:

UNIT# LOSS PAYEE(S) TYPE, NAME, ADDRESS, CITY, STATE AND ZIP CODE

COUNTER SIGNED: DATE 04/25/2007 By_____

United Automobile Insurance Company
PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

Brokering Agent's Register #:
Policy #: ☐Check if convert to OWNER policy
Company Binder/Confirmation #:

ENDORSEMENT CHANGE REQUEST

Endorsement Effective: **Original Policy:** **to** **Term:**

AGENT INFORMATION

Agent Code #:
State License #:
Phone #:

PAYMENT OPTION

GENERAL INFORMATION

☐Check if insured/co-insured has changed
New Named Insured:
☐Check if garage address has changed
Garage Street:
Garage City: **St:** **Zip:**
Territory:

☐Check if mailing address has changed
Mailing Street:
Mailing City: **St:** **Zip:**
☐Check if phone has changed
Home Phone:
Work Phone: **Ext.:**

VEHICLE INFORMATION

A/D*	Year	Make	Model	Style	TT/Conv	4x4	Sym	VIN	MSRP	Airbag	Age	ABS	AT	Veh Use	Leased	Wt

LOSS PAYEE / ADDITIONAL INTEREST

A/D*	Vehicle	Loss Payee/Add'l Interest	Street	City	ST	Zip

COVERAGE INFORMATION

☐Check if coverage has changed

Coverages	Limits and Deductibles	Premiums			
Bodily Injury Liability [BI]					
Property Damage Liability [PD]					
Personal Injury Protection [PIP]					
Medical and Hospital Benefits					
Income Disability Benefits					
Accidental Death Benefits					
Uninsured Motorist BI					
Uninsured Motorist PD					
Underinsured Motorist BI					
Medical Payments					
Comprehensive Deductibles					
Collision Deductibles					
Towing					
Rental Reimbursement					
		Policy Fee:	Total Charge:	Total Premium:	

"A Preinsurance Inspection Form" must be completed and attached for each vehicle purchasing comprehensive or collision coverage.

DRIVER AND RESIDENT INFORMATION

A/D*	DR #	Name	Sex	Ms	Rel	DOB	Cls	License	ST	Yrs		Case #	Use	Miles	DD			

List accidents and traffic violations during the last 3 years for each driver. Indicate "None" if applicable.

DR#	Date	Description	MVR Ver.	Fault	Points

DR#	Employer	Street	City	ST	ZIP	Occupation	

A*= Add Driver/Vehicle/Loss Payee
D*= Delete Driver/Vehicle/Loss Payee
E*= Endorsed

PIP and UM/BI, UM/PD, UIM/BI COVERAGE SELECTION/REJECTION

ARKANSAS PERSONAL INJURY PROTECTION (PIP) COVERAGE REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

My agent has explained the No Fault Personal Injury Protection coverages to me and I fully understand them. I understand that my policy when issued or renewed will NOT provide (check all that apply):

☐ $5,000 Medical and Hospital Benefits Coverage. By checking this box hereby *REJECT* Medical and Hospital Benefits Coverage.

☐ Income Disability Benefits Coverage. By checking this box I hereby *REJECT* Income Disability Benefits Coverage

☐ $5,000 Accidental Death Benefits Coverage. By checking this box I hereby *REJECT* Accidental Death Benefits Coverage

Date_____ Signature of Applicant: X_____

ARKANSAS UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

I have had Uninsured Motorists Coverage and Underinsured Motorists Coverage explained to me by my agent and fully understand it. By signing this rejection, I also understand that Uninsured Motorist Bodily Injury, Underinsured Motorist Bodily Injury, and Uninsured Motorist Property Damage Coverage is available to me in an amount equal to the liability limits for which I am applying and that no higher nor lower limits are available under this policy.

☐ **I REJECT ALL UM/BI, UIM/BI, AND UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain these coverages, but upon my written request, I may have these coverage added to my policy at any future date (UIM/BI and UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UM/BI coverage, but upon my written request, I may have UM/BI coverage added to my policy at any future date.

☐ **I REJECT UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain UM/PD coverage, but upon my written request, I may have UM/PD coverage added to my policy at any future date. (UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UIM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UIM/BI coverage, but upon my written request, I may have UIM/BI coverage added to my policy at any future date. (UIM/BI cannot be purchased without UM/BI).

Date_____ Signature of Applicant: X_____

STATEMENT OF NON-BUSINESS USE

I hereby state that I **DO NOT** use my car for any business purpose or delivery of any type. Should my car be used for business or delivery, I understand that will be no coverage afforded under my current policy for any loss.

Date_____ Signature of Applicant: X_____

UNDERWRITING AND BINDING

I hereby request United Automobile Insurance Company (hereafter Company) endorse my insurance policy as set forth in this endorsement change request on the basis of the statements contained herein. I represent and certify that the information I have provided on this endorsement change request is complete, correct and accurate. I agree and acknowledge that if I have fraudulently misrepresented, whether by direct misrepresentation, omission, concealment of facts or incorrect statement, any information which would materially affect the Company's acceptance of this endorsement change request, the policy may be terminated at the earliest possible date allowed by state law.

I hereby understand and agree that coverages, except for minimum limit liability, afforded by the policy shall not apply to any loss or damage which occurs while the automobile is being operated without express or implied permission by a driver not listed on the original application or any endorsement change request who resides in the same household as the named insured or is a regular or frequent operator of any vehicle insured under this policy.

I understand that coverage may not be in effect until my valid payment of the required premium is received by the Company. Acceptance of my check as payment is considered conditional acceptance until payment is honored by my bank. If such payment is not honored, the Company shall be deemed to have not received the payment, and no coverage shall have been provided. If this policy is cancelled for nonpayment of premium due and a reinstatement notice is issued based on the Company's receipt of my check which is subsequently not honored by my bank, I understand and agree that such reinstatement will be rescinded and that no coverage will extend beyond the original cancellation date. A service fee will be charged for any check returned for nonpayment (NSF).

I AGREE THAT IF ANY PORTION OF MY DOWN PAYMENT OR FULL PAYMENT CHECK IS RETURNED BY THE BANK BECAUSE OF ANY REASON, COVERAGE WILL BE NULL AND VOID FROM INCEPTION.

I understand that this endorsement change request is not a binder unless indicated as such on this form by the brokering agent. A copy of this endorsement change request has been furnished to the applicant or insured and coverage is:

☐ **Bound** **Effective Date and Time**: _____/_____/_____a.m. / p.m.

☐ **Not Bound**

Date: X _____ **Signature of Applicant: X**_____

Date: X _____ **Signature of Licensed Agent: X**_____ **ID:** _____

FOR OFFICE USE: CLIENT ID: **POLICY #:**

UNITED AUTOMOBILE INSURANCE COMPANY

PO BOX 2590
FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

NAMED DRIVER EXCLUSION

WARNING – READ THIS ENDORSEMENT CAREFULLY!

Policy No. _____ Named Insured _____

Effective Date _____

This acknowledgement and rejection is applicable to all renewals or rewrites issued by any affiliated insurer or us.

In consideration of the premium charge, you agree that none of the insurance coverage afforded by this policy to your insured car shall apply while the following listed driver(s) (the excluded driver) is/are in control of, operating, using, or driving your insured car(s).

Name of Excluded Driver	Date of Birth	Gender	Reason to be Excluded

By signing below, you agree to this amendment to your policy. The provisions of this endorsement supersede and exclude from the policy any contrary provisions.

_____ _____
Named Insured Signature Required Date

ARKANSAS AUTO INSURANCE CARD

United Automobile Insurance Company (#35319)

PO BOX 2590 Ft. Smith, AR 72902 Phone (800) 255-9887

INSURED: AGENCY:

Policy Number: Effective Date TO Expiration Date

Year/Make/Model VIN

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are **on this policy**:

Driver Name Driver's License Number

The drivers listed below are **excluded from this policy**:

Driver Name Driver's License Number

THIS INSURANCE CARD HAS BEEN ISSUED PURSUANT TO THE LAW OF THE STATE OF ARKANSAS

In the event of an accident or loss:

- ✓ Help any injured.
- ✓ Get names, addresses, auto license plate numbers of persons involved, including all witnesses.
- ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- ✓ Protect your auto and any property from further damage.
- ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- ✓ Notify your claims service center toll free at (866) XXX-XXXX.

NOTICE: The coverage provided by this policy meets the minimum liability requirements prescribed by law.

ARKANSAS AUTO INSURANCE CARD

United Automobile Insurance Company (#35319)

PO BOX 2590 Ft. Smith, AR 72902 Phone (800) 255-9887

INSURED: AGENCY:

Policy Number: Effective Date TO Expiration Date

Year/Make/Model VIN

THIS CARD MUST BE CARRIED IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

The drivers listed below are **on this policy**:

Driver Name Driver's License Number

The drivers listed below are **excluded from this policy**:

Driver Name Driver's License Number

THIS INSURANCE CARD HAS BEEN ISSUED PURSUANT TO THE LAW OF THE STATE OF ARKANSAS

In the event of an accident or loss:

- ✓ Help any injured.
- ✓ Get names, addresses, auto license plate numbers of persons involved, including all witnesses.
- ✓ Do not admit fault. Do not discuss an accident with anyone except the police or our representative.
- ✓ Protect your auto and any property from further damage.
- ✓ Always call the police. In case of a "Hit-and-Run" you must report the accident to the police within 24 hours.
- ✓ Notify your claims service center toll free at (866) XXX-XXXX.

NOTICE: The coverage provided by this policy meets the minimum liability requirements prescribed by law.

United Automobile Insurance Company
PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

Policy Number: Invoice Date:
Policy Period: to Due Date:

Billing Statement and 10 day Notice of Cancellation

Current Amount Due $ **XXX.XX** **Cancellation Date*** **XX/XX/XX**

Please pay the current amount due $ or pay the remaining balance of $ by the cancellation date* . By paying the current amount due, you can avoid cancellation. If your payment is not received by the cancellation date* , your policy will be cancelled for non-payment and this notice will serve as your notice of cancellation. Your payment must be postmarked prior to the cancellation date*.

If your policy cancels, other insurance may be available through your agent, through another insurer, or through the Associated Auto Insurers Plan.

IMPORTANT NOTICE
FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF $25,000/$50,000/$25,000 IS A VIOLAITON OF ARKANSAS LAW.

THIS IS THE ONLY INSTALLMENT OFFER YOU WILL RECEIVE. WE DO NOT SEND REMINDER INSTALLMENT OFFERS.

Notice of Installment Due

Due Date	Policy Number	Amount Due

(Please return this portion with payment)

We are now accepting Credit Card and Check payments by phone at 866-913-6866 or call your local agent for additional information.

Make Payment To:

United **A**utomobile **I**nsurance **C**ompany
PO BOX 922029
Norcross, GA 30010-2029

Change of Address:
_____
_____
_____

UNITED AUTOMOBILE INSURANCE COMPANY

PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

AFFIDAVIT OF NON BUSINESS USE

***** Please read this document carefully! *****

I hereby state I **do not** use my car for any business purposes or delivery service of any type. Should my car be used for any business or delivery, I understand that there will be no coverage afforded under my current policy for any loss.

Agency Name _____ Agent Code _____

Named Insured _____ Policy # _____

Insured's Signature _____

Date _____

United Automobile Insurance Company
PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

Policy Number:
Cancellation Date:

NONPAYMENT CANCELLATION NOTICE

IS EFFECTIVE AT 12:01 A.M.EASTERN STANDARD TIME AS PROVIDED IN THE POLICY ON March, 3 2008

NOTICE DATE:
Producer:
Other:

REASON FOR CANCELLATION: Non – Payment of Premium

You are hereby notified that in accordance with the terms and conditions of the above mentioned policy that your policy has cancelled effective the date and time listed above.

IMPORTANT NOTICES:

AUTOMOBILE INSURANCE PLAN INFORMATION: You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Arkansas Automobile Insurance Plan.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF $25,000/$50,000/$25,000 IS A VIOLAITON OF ARKANSAS LAW.

UNITED AUTOMOBILE INSURANCE COMPANY

PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

PHYSICIAN'S HEALTH STATEMENT

Agent Name _____ Producer ID _____

_____ _____ _____
Applicant Age Policy or Binder No.

To the Physician: The purpose of this examination is to determine if the applicant can safely operate an automobile. The Company will treat this information as confidential.

Please fully explain any yes answers under "REMARKS". If a condition or impairment is likely to affect performance as a safe driver, elaborate and include the type and dosage of any medication needed to control the condition.

GENERAL HEALTH	Yes	No
Is there any nervous, organic, or functional disease which has advanced or is likely to advance in the foreseeable future, to a degree that will affect driving?	( )	( )
Is there any history of heart attacks or related disorders?	( )	( )
Is there any history of diabetes?	( )	( )
Is there any history of dizzy spells, fainting spells or blackouts?	( )	( )
Is there any history of epilepsy?	( )	( )
Is there any record of a stroke within the past 5 years?	( )	( )
VISION		
Is there any impairment of vision? If "YES", please furnish visual acuity of each	( )	( )
eye. Left _____ Right _____		
Can applicants distinguish between red and green colors?	( )	( )
HEARING		
Can applicant hear ordinary conversation without use of hearing aid?	( )	( )
PHYSICAL IMPAIRMENTS		
Does applicant have any missing or artificial extremities?	( )	( )
Is there any other bodily defect or limitations that might affect driving?	( )	( )

MENTAL CONDITION
With respect to driving ability, is his/her alertness and mental activity - Good ( ) Fair ( ) Poor ( )

REMARKS _____

Name and address of physician

_____
Physician Signature

_____
Date

United Automobile Insurance Company
PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

Policy Number:
Policy Period: to

NOTICE OF REINSTAMENT RESCISSION

We reinstated the above referenced policy that was canceled or scheduled to cancel on XX/XX/XX after receipt of your past due payment.

However, your bank or financial institution did not honor this payment. Therefore, the cancellation you received with an effective date of XX/XX/XX remains in full force and effect.

IMPORTANT NOTICES:

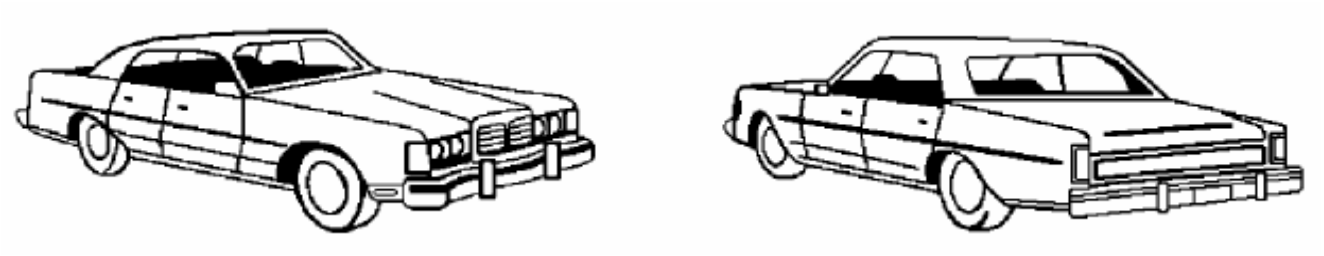
AUTOMOBILE INSURANCE PLAN INFORMATION: You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Arkansas Automobile Insurance Plan.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF $25,000/$50,000/$25,000 IS A VIOLAITON OF ARKANSAS LAW.

UAIC VEHICLE INSPECTION FORM - ARKANSAS

PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

One form per vehicle on policy is required.



Please indicate on the above car the location of any old damage.
Use an "S" for any scratches or an "X" for any broken glass or damaged panel.

Policy Number:_____Insured Name_____

Vehicle #_____ Year _____ Make/Model _____

VIN # _____

****CAR WAS NOT INSPECTED, IT WILL BE BROUGHT IN ON _____****

License Plate – State & # _____Odometer Reading_____

Vehicle Condition: ☐ Excellent ☐ Good ☐ Fair ☐ Poor

Describe any damage on the vehicle including which panel is involved: _____

_____

_____

VEHICLE EQUIPMENT

☐ Air Conditioning	☐ Pwr Locks	☐ Factory Stereo	☐ CD
☐ Automatic Transmission	☐ Pwr Windows	☐ Custom Stereo	☐ CD Changer
☐ Standard Transmission	☐ Tilt	☐ AM	☐ Satellite XM Radio
☐ Pwr Seats	☐ Cruise	☐ FM	☐ Extra Speakers
☐ Leather Seats	☐ Rear Defogger	☐ Cassette	☐ Est. Veh. Cost $_____

Please list any other specialty or custom equipment on the vehicle: _____

_____

X_____ X_____
Agent Printed Name Applicant Printed Name

X_____ X_____
Signature of Agent Date Signature of Applicant Date

United Automobile Insurance Company

URGENT NOTICE

Binder/Policy #: Policy Term:
Date: Agency Code:

DEAR POLICY HOLDER:

_____ THE VEHICLE IDENTIFICATION NUMBER(S) (VIN) LISTED ON YOUR APPLICATION:

WAS/WERE NOT SUCCESSFULLY VALIDATED. YOU REPRESENT THAT THE VIN(S) LISTED ON YOUR APPLICATION MATCHES THE VIN(S) OF YOUR VEHICLE. (TYPICALLY THE VIN MAY BE VIEWED THROUGH YOUR WINDSHIELD ON THE DRIVER'S SIDE IN THE FRONT OF YOUR DASHBOARD). YOU RECOGNIZE THAT YOU MUST IMMEDIATELY CONTACT THE ARKANSAS DMV TO REGISTER YOUR VEHICLE AS COMPLYING WITH THE INSURANCE LAWS OF THE STATE. **FAILURE TO DO SO MAY CAUSE YOUR VEHICLE TO BE IMPOUNDED AND YOU MAY BE ARRESTED.**

IF THE VIN ABOVE DOES NOT MATCH THE VIN ON YOUR VEHICLE, PLEASE COMMUNICATE THE CORRECT VIN VIA FAX TO UNITED AUTO IMMEDIATELY AT THE NUMBER ABOVE OR CONTACT YOUR AGENT.

_____ THE ADDRESS(ES) LISTED ON YOUR APPLICATION:

GARAGE ADDRESS:

MAILING ADDRESS:

WAS/WERE NOT SUCCESSFULLY VALIDATED. YOU REPRESENT THAT THE ADDRESS(ES) LISTED ON YOUR APPLICATION IS/ARE COMPLETE, ACCURATE, AND REPRESENTS THE PHYSICAL LOCATION WHERE THE VEHICLE(S) IS/ARE GARAGED AND WHERE YOU WILL RECEIVE YOUR MAIL. **YOU UNDERSTAND THAT A MAILING ADDRESS THAT DOES NOT SUCCESSFULLY VALIDATE IS AT RISK OF UNSUCCESSFUL MAIL DELIVERY FOR INVOICES, CANCELLATION NOTICES, ETC**.

_____ _____
[INSURED NAME] Date

United Automobile Insurance Company

PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

Named Insured and Address	Agent's Name and Address
	Agency Code:

Policy Number:
Policy Period:

Effective Date:

IMPORTANT BILLING NOTICE

AS A RESULT OF THIS CHANGE YOUR EFT DEDUCTION FOR MARCH 25, 2007 WILL BE $ 53.00.
Your monthly Electronic Funds Transfer (EFT) deduction has changed because of the following activity

BILLING ACTIVITY	POLICY NUMBER	AMOUNT

REJECT:
IF FOR ANY REASON YOU DO NOT WANT THIS DEDUCTION TO OCCUR NOTIFY UNITED AUTOMOBILE INSURANCE GROUP NO LATER THAN FIVE (5) DAYS PRIOR TO THE SCHEDULE DEDUCTION DATE.

For any questions regarding your policy please contact your agent for further assistance

Company Name and Address	Named Insured and Address

PLEASE MAKE THE FOLLOWING ADDITIONAL PAYMENT TO COVER THE POLICY INCREASE FOR THE CURRENT BILLING CYCLE

Payment Due Date **mm/dd/yy**
Cancellation Date **mm/dd/yy** **(PAYMENT MUST BE POSTMARKED PRIOR TO THIS DATE)**
Minimum Amount Due **$ xxxx.xx**

Policy Number
Agent Number

UAIC AR EFT CHG (05/08)

United Automobile Insurance Company
PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

Policy Number: Invoice Date:
Policy Period: to EFT Payment Date:

EFT Installment and 10 Notice of Cancellation

Current Amount Due $XXX.XX

Your bank account will be debited in the amount of $XXX.XX on XX/XX/XX.

If there are adequate funds in your account, we will withdraw the amount due and your policy will continue in force. If this transaction is returned for insufficient funds, then your policy will be canceled on XX/XX/XX and this notice will act as the 10 day notice of cancellation. If your policy cancels, please visit your Agent to restart your policy.

IMPORTANT NOTICE
FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF $25,000/$50,000/$25,000 IS A VIOLAITON OF ARKANSAS LAW.

EFT Installment

Due Date	Policy Number	Amount Due

(DO NOT SEND A PAYMENT WITH THIS NOTICE)

Change of Address:
_____
_____
_____

United **A**utomobile **I**nsurance **C**ompany
PO BOX 922029
Norcross, GA 30010-2029

POLICY NUMBER
AZU 000622209
AGENT NUMBER:
850 85 850007
Client ID:
0000002909256

UNITED AUTOMOBILE INSURANCE - AR
PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

NOTICE OF NON-RENEWAL
PERSONAL AUTO PROGRAM

EFFECTIVE DATE:
April 11, 2007
EXPIRATION DATE:
October 11, 2007
DATE PROCESSED:
March 22, 2007

JANE H DOE
115 KENNEDY DR
SCOTTSDALE AZ, 85267-5490
(BAR CODE)

THE MITCHELL CO. INC
P O BOX 129
SCOTTSDALE AZ, 85267-5490

POLICY HAS BEEN NON-RENEWED AS OF 12:01 AM MM/DD/YYYY

REASON FOR NON RENEWAL: AGENT NO LONGER REPRESENTS COMPANY

YOU ARE HEREBY NOTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ABOVE MENTIONED POLICY THAT YOUR INSURANCE WILL CEASE AT AND FROM THE HOUR AND DATE MENTIONED ABOVE AND THE POLICY WILL NOT BE RENEWED.
YOUR ELECTRONIC FUNDS TRANSFER (EFT) DEDUCTION WILL BE DISCONTINUED BECAUSE OF NON-RENEWAL OF YOUR POLICY.

IMPORTANT NOTICES:

AUTOMOBILE INSURANCE PLAN INFORMATION: You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Arkansas Automobile Insurance Plan.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF $25,000/$50,000/$25,000 IS A VIOLAITON OF ARKANSAS LAW.

CERTIFICATION

I HEREBY CERTIFY THAT I PERSONALLY MAILED IN THE U.S. POST OFFICE AT THE PLACE AND TIME STAMPED HEREON, A NOTICE OF CANCELLATION OR NON-RENEWAL TO THE INSURED AND, IF REQUIRED, TO THE LEINHOLDER/MOTGAGEE, FROM THE U.S. POSTAL SERVICE THE RECEIPT MADE A PART HEREOF OR ATTACHED HERETO.

SIGNED THIS 23RD DAY OF MARCH, 2007

SIGNATURE

INSURED COPY

POLICY NUMBER: **UNITED AUTOMOBILE INSURANCE - AR** **EFFECTIVE DATE:**

AGENT NUMBER: **EXPIRATION DATE:**

Client ID: **NOTICE OF NON-RENEWAL** **DATE PROCESSED:**
PERSONAL AUTO PROGRAM

POLICY HAS BEEN NON-RENEWED AS OF 12:01 AM MM/DD/YYYY

IMPORTANT NOTICES:

AUTOMOBILE INSURANCE PLAN INFORMATION: You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Arkansas Automobile Insurance Plan.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF $25,000/$50,000/$25,000 IS A VIOLAITON OF ARKANSAS LAW.

REASON FOR NON RENEWAL:

YOU ARE HEREBY NOTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ABOVE MENTIONED POLICY THAT YOUR INSURANCE WILL CEASE AT AND FROM THE HOUR AND DATE MENTIONED ABOVE AND THE POLICY WILL NOT BE RENEWED.

CERTIFICATION

I HEREBY CERTIFY THAT I PERSONALLY MAILED IN THE U.S. POST OFFICE AT THE PLACE AND TIME STAMPED HEREON, A NOTICE OF CANCELLATION OR NON-RENEWAL TO THE INSURED AND, IF REQUIRED, TO THE LEINHOLDER/MOTGAGEE, FROM THE U.S. POSTAL SERVICE THE RECEIPT MADE A PART HEREOF OR ATTACHED HERETO.

SIGNED THIS DAY OF

SIGNATURE

INSURED COPY

Policy Number
ARU 000021787

UNITED AUTOMOBILE INSURANCE - AR
PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

Effective Date
April 11, 2007
Expiration Date
October 11, 2007
Notice Date
March 22, 2007
DBD6

****
********** * R E N E W A L * **********
* N O T I C E *
****

INSURED:
JANE H DOE
6939 KELPER DR
SCOTTSDALE AZ, 85267-5490

AGENT: 850-85 850049
THOMAS AND SONS, INC
DBA ALWAYS AFFORDABLE INSURANCE
2700 E. LAKE MEAD BLVD STE 7
SCOTTSDALE AZ, 85267-5490

Renewal Amount : * $ 267.00 * EFT Payment Date * 04/01/07 *

EFT Payment Amount : $ 53.00

NO PAYMENT IS REQUIRED WITH THIS NOTICE. YOUR EFT POLICY ENTITLES YOU TO AUTOMATIC POLICY RENEWAL. ID CARD IS VALID UPON RECEIPT.

Contact your agent for any changes to your policy.

PLEASE DO NOT SEND A PAYMENT WITH THIS NOTICE

Company	14	**UNITED AUTOMOBILE INSURANCE - AR**
Policy Number	AZU - 000021787	**JOHN DOE**
Agent Number	850-85 850049	**CENTRAL DELTA, INC**
EFT Payment Date	04/01/07	
Cancellation Date	04/11/07	
Notice Date	03/22/07	*******RENEWAL NOTICE*******
Amount Due	$ 53.00	**(DO NOT SEND A PAYMENT WITH THIS NOTICE)**

Payment Plan DBD6 PAY – 16.67 SP

United Automobile Insurance Company

Named Insured and Address	Agent's Name and Address
	Agency Code:

Policy Number:

Policy Period:

Effective Date:

Electronic Funds Transfer (EFT) Authorization

____ New _____ Change Bank Information _____Change Deduction Date

Name of person on the account: _____

First Middle Initial Last

Financial Institution Name:	**Account Type:** ☐ Checking ☐ Savings
	Routing Number (9 digits):
	Account Number:

Place Voided Check or Savings deposit slip with name and account number here.
Do *NOT* sign the check!

- I understand that it is my responsibility to make sure that funds are available. Failure to do so will result in cancellation of my EFT privileges.
- I understand that I may cancel this authorization at any time by faxing or mailing a written request. To cancel, I must give **10** days notice to the company, in writing in order for my EFT to become effective.
- I understand that a new authorization form must be completed in order to designate a change in bank account information or date of deduction and that sufficient notice must be provided to the company for this change.
- I understand that if I have a balance owing on my policy after the expiration or cancellation date, the amount due to earned premium or applicable NSF fees will be drafted from my account.

I hereby authorize United Automobile Insurance Company for the initiation of a deduction from my account and the financial institution named above to debit such account as requested, and for any changes of premium resulting from an endorsement or underwriting discovery will automatically adjust EFT to the revised payment amount.

Signature: _____ Date: _____

Please FAX copy of this form to company and maintain original in your file. 1-866-xxx-xxxx

UAIC AR EFT AUTH (05/08)

United Automobile Insurance Company

Named Insured/Bank Account Name and Address	Agent's Name and Address
	Agency Code:

Policy Number: Effective Date:
Policy Period:

EFT REVOCATION NOTICE

YOUR MONTHLY EFT DEDUCTION FROM BANK ACCOUNT HAS BEEN DISCONTINUED FOR ONE OF THE FOLLOWING REASONS:

❑ Your Electronic Funds Transfer (EFT) deduction has been discontinued because of the cancellation of your policy.

❑ Your Electronic Funds Transfer (EFT) deduction has been discontinued because of insufficient funds/stop payment or money could not be collected from your bank account. An NSF fee has been added for $xx.xx.

❑ Your Electronic Funds Transfer (EFT) deduction has been revoked due to a maximum number of NSF transactions against your bank account. You will not be eligible for EFT payment until after one year from the date on this notice.

❑ Your Electronic Funds Transfer (EFT) deduction has been discontinued because of an invalid routing number and/or account number. Please call your agent with the correct information. **You will receive a conventional invoice for payment on this policy**

INSURED REQUEST TO CANCEL EFT

I am canceling the automatic deduction from my checking or savings account that is used to pay for my auto insurance with United Automobile Insurance Company (UAIC). I understand that in doing this, UAIC will no longer make automatic withdrawals and therefore, I must make manual payments in the future to continue my auto insurance policy with UAIC.

❑ Insured request to discontinue EFT. PLEASE NOTE: This request does not apply to the current billing term.

Name of Insured: _____ Date: _____

Form PPANOT
Rev. 1/1/2006

ARKANSAS INSURANCE DEPARTMENT

NOTICE OF RATE INCREASE
(Private Passenger Auto)

[INSURANCE COMPANY] has increased its overall rates for its [LINES OF COVERAGE] insurance business in Arkansas. The overall rate increase is ___%. Copies of the rate filing may be obtained by writing or calling the Arkansas Insurance Department, or by visiting our Internet site at http://www.insurance.arkansas.gov/PandC/divpage.htm. For more information, please contact the Department at:

Arkansas Insurance Department
Property & Casualty Division
1200 West Third Street
Little Rock, AR 72201-1904
501-371-2800

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Approved	04/15/2008

Comments:

Universal Transmittal Attached.

Attachment:

Transmittal Filed 05-12-08 All forms.pdf

		Review Status:	
Satisfied -Name:	Reply to Arkansas Insurance Dept Letter Dated March 11, 2008	Approved	04/15/2008

Comments:

Attached a response letter outlining the changes made based on your objections.

Attachment:

DOI reply to Form AR-1 #1 v2.pdf

Property & Casualty Transmittal Document

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

3.	Group Name	Group NAIC #
	United Automobile Insurance Group	1235

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	United Automobile Insurance Co.	Florida	35319	65-0145688	8237

5.	Company Tracking Number	AR-1

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Dean Kozlowski 724 Enterprise Dr. Oak Brook, IL 60523	VP Product Developm't	630-282-1807	630-571-6658	dkozlowski@uaig.net

7.	Signature of authorized filer	Dean Kozlowski Digitally signed by Dean Kozlowski DN: cn=Dean Kozlowski, o=UAIC, ou=VP Prod Dev, email=dkozlowski@uaig.net, c=US Date: 2008.03.06 14:20:47 -06'00'
8.	Please print name of authorized filer	Dean Kozlowski

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]**				
12.	**Company Program Title** (Marketing title)	UAIC Private Passenger Auto Program			
13.	**Filing Type**	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules [**X**] Forms [ ] Combination Rates/Rules/Forms [ ] Withdrawal[ ] Other (give description)			
14.	**Effective Date(s) Requested**	New:	05-12-08	Renewal:	05-12-08
15.	**Reference Filing?**	[ ] Yes [**X**] No			
16.	**Reference Organization** (if applicable)				
17.	**Reference Organization # & Title**				
18.	**Company's Date of Filing**	03-05-08			
19.	**Status of filing in domicile**	[ ] Not Filed [ ] Pending [**X**] Authorized [ ] Disapproved			

Property & Casualty Transmittal Document—

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

21.	**Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Arkansas Insurance Department
Attention: Property & Casualty, Private Passenger Auto
1200 West Third Street
Little Rock, AR 72201

RE: Initial Form Filing for our Private Passenger Auto program

This form filing is submitted with a requested effective date of May 12, 2008. This is the initial form filing for United Automobile Insurance Company.

Our forms have been reviewed for completeness and compliance with the Arkansas Insurance Code.

Should you have any questions during your review, please call me directly at 630-282-1807.

Regards,

Dean Kozlowski
VP Product Development

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 #: 0000017201
Amount: $50

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

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

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FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

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

1.	**This filing transmittal is part of Company Tracking #**	AR-1
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	**AR-2**

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	Policy Form	UAIC-AR POL 05/12/08	[**X**] New [ ] Replacement [ ] Withdrawn		
02	Application	AR APP 05/08	[**X**] New [ ] Replacement [ ] Withdrawn		
03	Cancellation Request	UAIC AR CAN (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
04	Custom Equipment Exclusion Form	UAIC AR CUS (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
05	Declarations Page	Dec Page	[**X**] New [ ] Replacement [ ] Withdrawn		
06	Endorsement Form	UAIC AR END 05/08	[**X**] New [ ] Replacement [ ] Withdrawn		
07	Driver Exclusion Form	Form Excl-AR (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
08	ID Card	UAIC AR ID (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
09	Invoice and 10 day notice of cancellation	UAIC INV (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
10	Non-Business Use	UAIC AR BUS (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		

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16. Form Filing Attachment	
This filing transmittal is part of company tracking number AR-1	
This filing corresponds to rate filing company tracking number AR-2	

	Document Name **Description**	**Form Number**		**Replaced Form Number** **Previous State Filing Number**
# 11	Lapse Notice	UAIC LAPS (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
#12	Physician Health Statement	UAIC AR Phys (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 13	Reinstatement Recission	UAIC AR RESC (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 14	Vehicle Inspection Form	UAIC AR VEH (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# **15**	VIN / Address Validation	UAIC AR VIN/ADDR (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# **16**	EFT Change Notice	UAIC AR EFT CHG (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 17	EFT installment and 10 day notice of cancellation	UAIC AR EFT INV (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 18	EFT Non Renewal	UAIC AR EFT NON-REN (0508)	**[X] Initial** **[ ] Revised** **[ ]Other _____**	

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16. Form Filing Attachment	
This filing transmittal is part of company tracking number AR-1	
This filing corresponds to rate filing company tracking number AR-2	

	Document Name **Description**	**Form Number**		**Replaced Form Number** **Previous State Filing Number**
# 19	AR Non Renewal	UAIC AR NON (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
#20	AR EFT Renewal Notice	UAIC AR REN (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 21	EFT Authorization Form	UAIC AR EFT AUTH (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 22	EFT Revocation Notice	UAIC AR EFT REV (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 23	Notice of Rate Increase	Form PPANOT	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 24			**[ ] Initial** **[ ] Revised** **[ ] Other _____**	
# 25			**[ ] Initial** **[ ] Revised** **[ ] Other _____**	
# 26			**[ ] Initial** **[ ] Revised** **[ ]Other _____**	

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724 Enterprise Drive, Oak Brook, IL 60523
Phone: 630-282-1800

Ms. Alexa Grissom
Certified Analyst
Property & Casualty
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

March 18, 2008

RE: Form Filing AR-1

Dear Ms. Grissom:

Thank you for your feedback on the United Automobile Insurance Company form filing AR-1, with a proposed effective date of May 12, 2008. We have discussed the comments internally and have summarized our response to all questions below:

Question 1: ***Please provide an example of Liability Exclusion No. 16***

Response: Per the language in the UAIC policy,

Exclusions

This coverage and **our** duty to defend does not apply to:

16. "**Bodily injury** or **property damage** if **you** do not have an **insurable interest** in **your insured car**."

For there to be an auto insurance contract, the named insured must have an insurable interest in the insured car. By having this exclusion, we make it clear through the policy language, that coverage is excluded where the named insured does not hold title to an insured car, and therefore is without an insurable interest in the car.

We find that this exclusion applies to the following scenario:

A person holding title to a car with multiple driving violations intentionally misrepresents the risk by having his friend or relative with a clean record take out the policy on the car to reduce the cost of the policy. The person holding title then uses car and we then have not received the correct premium for the risk.

Question 2: ***Additionally, an explanation of Amounts Payable in the Right to Recover should be provided.***

Response: We added the language in quotes below,

Our Rights To Recover Payment

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party "that has been fully compensated for his or her loss." In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under this Part no longer exist.

Additionally added the following statement after the rights to recover payment section under Part X – General Provisions

"These provisions will be applied in accordance with state law."

Question 3: ***The Personal Injury Protection medical payments provision must be revised to provide coverage for 24 months in lieu of 12 months.***

Response: Per the UAIC policy form, on page 9, Additional Definitions Used in This Part Only, number 3:

(3) "**Medical and hospital benefits**" means all reasonable and necessary expenses for medical, hospital, nursing, dental, surgical, ambulance, funeral and prosthetic services incurred within 24 months after the accident. Expenses for hospital charges are limited to semiprivate accommodations.

This section already provides coverage for 24 months. I cannot find any section of the policy limiting PIP Medical and Hospital Benefits to 12 months.

Question 3: ***The restriction for demanding trial to sixty days must be removed in the appraisal and arbitration sections.***

Response: The UAIC – AR policy form has been amended per your request above.

Question 4: ***Personal Injury Protection Exclusion 16 must be deleted per Ark. Code Ann. 23-89-203.***

Response: We have added a definition of undisclosed driver to clarify that the undisclosed driver is only excluded from coverage if a resident or relative (which are defined as in the household).

"**Undisclosed driver**" means a **resident** or **relative** not listed on the application or endorsed to the policy prior to a **car accident** or **loss**.

Question 5: ***The Action Against Us Provision must be amended to delete the condition that suit be brought in 3 years. You may state: "the time allowed by law."***

Response: The UAIC – AR policy form has been amended per your request above.

Question 6: ***The Notice on the Declarations is of concern in that it state undisclosed drivers are not covered. How does this mesh with the coverage afforded permissive drivers in the policy?***

Response: We require that all household drivers, residents and relatives, are listed on the policy and rated or excluded from coverage.

Per our policy, the definitions of relative and resident are as follows:

"**Relative**" means a person living in **your** household related to **you** by blood, marriage or adoption, including a ward or foster child. Any **relative** must be listed on the **application** or endorsed on the policy prior to a **car accident** or loss.

"**Resident**" means a person living in **your** household, other than **you** or a **relative**. Any **resident** must be listed on the **application** or endorsed on the policy prior to a **car accident** or loss.

We have added a definition of undisclosed driver to clarify.

"**Undisclosed driver**" means a **resident** or **relative** not listed on the application or endorsed to the policy prior to a **car accident** or **loss**.

Permissive drivers will be covered so long as they are not a relative nor a resident living in the named insured's household.

Question 7: ***Please advise if you offer minimum limits of uninsured motorist bodily injury coverage. The only mention of this coverage in the rejection statements is coverage equal to liability limits.***

Response: Yes we do. We have modified the rejection statements on the application and endorsement to include a specific rejection for UM/BI. See the Application and Endorsement files.

Question 8: ***Lastly, the sample declarations should reference Arkansas and not another state.***

Response: We have modified the Declarations Page to show Arkansas. See attached Declarations Page.

Thank you for taking the time to review our forms. If you have any questions on our responses, please do not hesitate to call me directly at 630-282-1807.

Best Regards,

Dean Kozlowski

Digitally signed by Dean Kozlowski
DN: cn=Dean Kozlowski, o=UAIC, ou=VP Prod Dev, email=dkozlowski@uaig.net, c=US
Date: 2008.03.18 14:58:24 -05'00'

Dean Kozlowski
Vice-President of Product Development
United Automobile Insurance Company

cc: Michael Parrillo, EVP, UAIC

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	Policy Form	03/18/2008	AR Policy Final Filed v1.pdf
No original date	Form	Policy Form	02/28/2008	AR Policy Final Filed.pdf
No original date	Form	Application	04/01/2008	AR Application FINAL Filed v2.pdf
No original date	Form	Application	03/18/2008	AR Application FINAL Filed v1.pdf
No original date	Form	Application	02/28/2008	AR Application FINAL Filed.pdf
No original date	Form	Endorsement Form	03/18/2008	AR Endorsement Change Request Final filed 0508 v2.pdf
No original date	Form	Endorsement Form	02/28/2008	AR Endorsement Change Request Final filed 0508 v1.pdf

No original date	Supporting Document	Uniform Transmittal Document-Property & Casualty	02/28/2008	Transmittal Filed 05-12-08 All forms.pdf

UNITED AUTOMOBILE INSURANCE COMPANY

ARKANSAS

Private Passenger Automobile Policy

Important. This insurance policy is a legal contract between **you** and **us**.

Please read your Arkansas automobile insurance policy carefully. It contains language that may restrict or exclude coverage. The policy specifically addresses who may use **your car** and under what conditions coverage will be afforded. In most cases, coverage is afforded to only those individuals shown on the **Declarations Page** or endorsed on the policy prior to a loss. This policy covers only the **car** insured and shown on the **Declarations Page**. This policy does not cover **Personal Injury Protection**, **Medical Payments** or **Comprehensive** and **Collision** coverage when **your insured car** in being operated, driven or in control of an **underage driver**, an **unlicensed driver**, or an **undisclosed driver**.

Mailing Address
PO Box 815009
Dallas, TX 75381
(800) 450-8247

UAIC-AR POL 05/12/08

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AGREEMENT

In return for **your** premium payment and subject to the terms and conditions of this policy, **we** will insure **you** for the coverages up to the limits of liability for which a premium is shown on the **Declarations Page** of this policy. This insurance applies only to **car accidents** and losses which happen while this policy is in force. THIS POLICY IS ISSUED BY **US** IN RELIANCE UPON THE STATEMENTS WHICH **YOU** MADE IN **YOUR** APPLICATION FOR INSURANCE. IF **YOU** HAVE MADE ANY FALSE STATEMENTS IN **YOUR** APPLICATION, THIS POLICY MAY NOT PROVIDE ANY COVERAGE.

WHAT TO DO IN CASE OF A CAR ACCIDENT OR LOSS

Notice of Car Accident or Loss

In the event of a **car accident** or loss, notice must be given to **us** immediately. The notice must give the time, place and circumstances of the **car accident** or loss, including **your** name and address and that of any involved persons and witnesses. The information which **you** give to **us** must be truthful and accurate.

Other Duties

An **insured person** claiming any coverage under this policy must also:

(1) Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
(2) Immediately send **us** any legal papers or other papers received relating to claim or lawsuit.
(3) Submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
(4) Authorize **us** to obtain medical, wage and other records.
(5) Submit to examinations under oath or provide such sworn statements as often as **we** may reasonably require.
(6) Avoid making any voluntary payments except at **your** own expense, or any obligation or incurring any expense other than for first aid for others necessary at the time of the **car accident**.
(7) Promptly complete and return any forms **we** send to **you**.

An **insured person** claiming Uninsured Motorists Coverage must notify the police within 24 hours of the accident if a hit-and-run driver is involved.

If any claim is presented due to any accident involving **your insured car**, **you** must make the **car** available for **our** inspection before its repair or disposal.

An **insured person** claiming **Car** Damage Coverage must also:

(1) Provide **us** with sworn proof of loss within 60 days from the date of loss unless more time is allowed by **us** in writing.
(2) Take reasonable steps after loss to protect **your insured car** and its equipment from further loss. **We** will pay reasonable expenses incurred in providing that protection. If **you** fail to take reasonable steps to protect **your insured car**, any additional loss because of **your** failure will not be covered.
(3) Immediately report any theft of **your insured car** or its equipment to the police.
(4) Allow **us** to inspect and appraise the damage to **your insured car** before its repair or disposal. If **you** do not comply with this duty, **we** may have the right to refuse to provide such coverage, or **your** loss payment may be substantially reduced.

If any **insured person** claiming any coverage under this policy fails to perform any of the duties required by this policy, **we** may refuse to provide any protection or coverage.

DEFINITIONS USED THROUGHOUT THIS POLICY

(1) "**We**", "**us**" and "**our**" mean the Company shown on the **Declarations Page** providing this insurance.
(2) "**You**" and "**your**" mean the person shown as the named insured on the **Declarations Page** and that person's spouse if residing in the same household.
(3) "Aftermarket Parts" means
(3) "**Auto Business**" means the **business** or occupation of selling, repairing, servicing, storing, parking, transporting, delivering, testing, road testing or repossessing **cars**.

(4) "**Bodily Injury**" means bodily injury to, or sickness, disease or death of any person.
(5) "**Business**" means trade, profession, occupation, course of employment, job, or commercial use of any kind
(6) "**Car**" means:
(A) A four-wheeled land **motor vehicle** weighing 5,000 pounds or less of the private passenger sedan, station wagon, mini van or jeep type, licensed for use on public roads; or
(B) A four-wheeled land **motor vehicle** with a rated load capacity of 2,000 pounds or less of the pickup, sport utility, van, or panel truck type, licensed for use on public roads, provided it Is not used for any commercial purposes.
(7) "**Car Accident**" means an **accident** involving a **motor vehicle**, which is both unexpected or unintended, involving **bodily injury** or **property damage** or damage to **your insured car**.
(8) "**Declarations Page**" means the document **you** receive from **us** listing the types of coverage **you** have selected, the limit for each coverage, the cost for each coverage, the **deductibles**, the specified autos covered by this policy, the types of coverage for each such **auto**, the named insured(s) and driver(s) and other information applicable to this policy.
(9) "**Excluded Driver**" means any resident or temporary resident of **your** household who has signed an exclusion form acknowledging no liability or obligation of any kind shall be extended by this policy if an excluded driver is operating **your insured car**.
(10) "**Insurable Interest**" means any lawful or substantial economic interest in the non-occurrence of the event insured against.
(11) "**Motor vehicle**" means a land **motor vehicle** or a **utility trailer**, but does not mean a vehicle:
(A) Operated on rails or crawler-treads.
(B) Which is a farm type tractor or equipment designed for use principally off public roads when not used on public roads.
(C) Which is an all-terrain or other recreational vehicle type, not licensed for use on public roads and is designed for use principally off public roads, when not used on public roads.
(D) Being used as a residence or premises.
(E) Having less than four (4) wheels.
(12) "**Occupying**" means in, on, entering, or alighting from.
(13) "**Property damage**" means damage to or destruction of tangible property, including loss of its use.
(14) "**Punitive or Exemplary Damages**" means damages assessed to punish a person or to deter the person and others from committing willful, or wanton, or intentional acts.
(15) "**Racing**" means participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not. **Racing** includes preparation for the contest or activity.
(16) "**Regular use**" means authorized use of a **car** without being required to ask permission each time it is used or with recurring use of a **car**.
(17) "**Relative**" means a person living in **your** household related to **you** by blood, marriage or adoption, including a ward or foster child. Any **relative** must be listed on the **application** or endorsed on the policy prior to a **car accident** or loss.
(18) "**Resident**" means a person living in **your** household, other than **you** or a **relative**. Any **resident** must be listed on the **application** or endorsed on the policy prior to a **car accident** or loss.
(19) "**State**" means the District of Columbia, and any **state**, territory or possession of the United States.
(20) "**Underage driver**" means any person who is under the minimum age to obtain a license or permit to operate a private passenger car in the state in which the motor vehicle is registered.
(21) "**Undisclosed driver**" means a **resident** or **relative** not listed on the application or endorsed to the policy prior to a **car accident** or **loss**.
(22) "**Unlicensed driver**" means any named insured, household resident, or permissive driver during a period of driver's license suspension or revocation.
(23) "**Utility trailer**" means a vehicle designed to be towed by a **car** and includes a farm wagon or farm implement while being towed by a **car** on the public roads. **Utility trailer** does not include a trailer used as a home, store, office, or for display or other commercial purposes, or as a passenger trailer.
(24) **"Your insured car"** means:
(A) Any **car you** own described on the **Declarations Page** and any **car you** replace it with. A replacement **car** will have the same coverage as the **car** it replaced. If **you** want coverage to apply to a replacement **car**, **you** must, however, notify **us** within 20 days of its acquisition. **You** must pay any additional premium charges for coverage for the replacement **car**.

(B) Any additional **car** of which **you** acquire ownership during the policy period, provided **we** insure all other **cars you** own on the date **you** acquire the additional **car**. For coverage to apply under Part I — Liability coverage, **you** must, however, notify **us** within 20 days of its acquisition. **Car** Damage Coverage will apply to the additional **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay

any additional premium charges for coverage for the additional **car**.

(C) Any **car** not owned by **you** while being used temporarily with the permission of the owner as a temporary substitute for any other **car** described in the **Declarations Page** because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction, except for collision or comprehensive coverage under Part VII — **Car** Damage Coverage of this policy.

If the temporary substitute vehicle is provided to **you** or a **relative** by a duly licensed automobile dealer, collision or comprehensive coverage under Part VII — **Car** Damage Coverage of this policy applies to the extent coverage is provided under Part VII — **Car** Damage Coverage of this policy to the **car** being substituted.

(D) Any **utility trailer you** own, or any **utility trailer** not owned by **you** while being used with permission of the owner, except for collision or comprehensive under Part VII - **Car** Damage Coverage of this policy.

(25) "**MISREPRESENT**" OR "**MISREPRESENTATIONS**" MEAN REPRESENTATION OF INFORMATION TO **US** DURING THE APPLICATION FOR COVERAGE AND DURING THE POLICY PERIOD THAT IS KNOWN BY **YOU** TO BE FALSE OR MISLEADING AND AFFECTS EITHER THE ELIGIBILITY FOR COVERAGE AND/OR PREMIUM THAT IS CHARGED. THIS ALSO INCLUDES CONCEALMENT OF SUCH INFORMATION RELEVANT TO THE APPLICATION AND THE MAINTENANCE OF COVERAGE ONCE THE POLICY IS IN FORCE.

PART I - LIABILITY COVERAGE

This coverage applies only if a premium is shown for this coverage on the **Declarations Page**.

We will pay damages for which any **insured person** is legally liable because of **bodily injury** and/or **property damage** caused by a **car accident** arising out of the ownership, maintenance or use of a **car** or **utility trailer**. **We** will settle any claim or defend any lawsuit which is payable under the policy, as **we** deem appropriate.

We have no duty to defend any suit or settle any claim for **bodily Injury** or **property damage** not covered under this policy.

OUR DUTY TO SETTLE OR DEFEND ENDS WHEN **OUR** LIMIT OF LIABILITY FOR THIS COVERAGE HAS BEEN PAID.

Additional Definitions Used In This Part Only

As used in this Part, **"insured person"** or **"insured persons"** means:

(1) **You,** a **relative** or a **resident**.
(2) Any person using **your insured car** with **your** permission.
(3) Any person or organization with respect only to legal liability for acts or omissions of:
  (A) Any person covered under this Part while using **your insured car**, or
  (B) **You** under this Part while using any **car** or **utility trailer** other than **your insured car** if the **car** or **utility trailer** is not owned or hired by that person or organization.

NO PERSON SHALL BE CONSIDERED AN **INSURED PERSON** IF THE PERSON USES A **CAR** OR **UTILITY TRAILER** WITHOUT THE PERMISSION OF THE OWNER.

The following persons are not **insured persons** for this coverage:
(1) The United States Government or any other government or civil authority, or any other level of the government; and
(2) Any person operating a **motor vehicle** as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

Additional Payments

We will pay, in addition to **our** limit of liability:

(1) All costs **we** incur in the settlement of any claim or defense of any lawsuit.
(2) Interest on damages awarded in any lawsuit **we** defend accruing after entry of judgment and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of

liability.

(3) Premiums on appeal bonds and attachment bonds required in any lawsuit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our** limit of liability. **We** have no duty to apply for or furnish bonds.

(4) Up to $50 a day that **you** actually lose when **you** miss work, but not other income, when **we** ask **you** to attend trials or hearings.

(5) Necessary expenses incurred for first aid for others at the time of the **car accident** because of **bodily injury** covered by this Part.

(6) Any other reasonable expenses incurred at **our** specific request.

To receive a Supplementary Payment under this section, **you** must submit a claim and provide proof of entitlement thereto.

Exclusions

This coverage and **our** duty to defend does not apply to:

(1) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense **car** pools.

(2) **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured person**.

(3) **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy liability insurance. This exclusion applies even if the limits of that insurance are exhausted.

(4) **Bodily injury** to an employee or a fellow employee of an **insured person** arising during the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

(5) **Bodily injury** or **property damage** resulting from **auto business** operations.

(6) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle, including **your insured car**, in the course of any **business**. This exclusion does not apply if **business** use is disclosed to and accepted by **us**.

(7) Damage to property owned by, rented to, or being transported by, used by, or in the charge of an **insured person**, except damage to a private residence or garage **you** rent. A **motor vehicle** operated by an **insured person** shall be considered to be property in the charge of an **insured person.**

(8) **Bodily injury** or **property damage** assumed by an **insured person** under any contract or agreement.

(9) **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of **your insured car** while it is being leased or rented to others.

(10) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any **motor vehicle** with more than or less than four wheels.

(11) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by, or furnished or available for **regular use** by **you**, a **relative** or a **resident**.

(12) **Bodily injury** to **you**.

(13) **Bodily injury** or **property damage** caused while **your insured car** is used in or preparing for any **racing**, speeding, stunt, performance or demolition contest

(14) **Bodily injury** or **property damage** arising out of the loading or unloading of any **car**. This exclusion does not apply to **you** or a lessee or bailee of any **car** or employee of any such person.

(15) **Bodily injury** or **property damage** resulting while **your insured car** is being operated by an **excluded driver.**

(16) **Bodily injury** or **property damage** if **you** do not have an **insurable interest** in **your insured car**.

(17) **Bodily injury** or **property damage** if **your insured car** is being used without the permission of the owner of the vehicle.

(18) **PUNITIVE OR EXEMPLARY DAMAGES**.

Conformity with Financial Responsibility Laws

IF **WE** CERTIFY THIS POLICY AS PROOF OF COMPLIANCE UNDER ANY FINANCIAL RESPONSIBILITY LAW, IT WILL COMPLY WITH THAT LAW TO THE EXTENT OF THE COVERAGE REQUIRED BY THE LAW. **YOU** MUST REIMBURSE **US** IF **WE** HAVE TO MAKE A PAYMENT THAT **WE** WOULD NOT HAVE HAD TO MAKE IF THIS POLICY WERE NOT CERTIFIED.

Out of State Insurance

If an **insured person** becomes subject to the financial responsibility law or the compulsory insurance law or similar laws of another **state** because of the ownership, maintenance or use of **your insured car** in that state, **we** will interpret this policy to provide any broader coverage required by those laws. Any broader coverage so afforded shall be reduced to the extent that other automobile liability coverage applies. No person may, in any event, collect more than once for the same elements of loss.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** subject to the following:

(1) The bodily injury liability limit for 'each person' is the maximum amount **we** will pay to any one person for **bodily injury** to one person in any one **car accident**, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.
(2) Subject to the bodily injury liability limit for 'each person', the bodily injury liability limit for "each accident' is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident**, including all spousal claims, claims for **car**e and loss of services, loss of companionship, loss of society and loss of consortium.
(3) The property damage liability limit for "each accident' is the maximum amount **we** will pay for all damage to all property in any one **car accident**.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making claims.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

If someone in Alaska sues **you** in Alaska and **you** lose that lawsuit, the court under "Alaska Civil Rule 82' may award fees to the prevailing party's attorney. When **we** defend any such suit in Alaska, **we** will not pay that portion of those fees which, when combined with judgments and payments, exceeds the limits of liability shown on the **Declarations Page**

Separate Application of This Coverage

This coverage applies separately to each **insured person** against whom a claim is made or lawsuit is brought, except with respect to the limits of liability.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that the limits of liability bear to the total of all applicable limits. For coverage afforded under this Part for a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance.

PART II – PERSONAL INJURY PROTECTION COVERAGE

Insuring Agreement – Medical and Hospital Benefits Coverage
This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

We will pay for reasonable and necessary medical and hospital benefits up to the limit shown on the Declarations Page because of **bodily injury**:
(1) Sustained by an **insured person**;
(2) Caused by a **car accident**; and
(3) Arising out of the ownership, maintenance or use of a **motor vehicle**.

Insuring Agreement – Income Disability Benefits Coverage
This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

We will pay for income disability benefits because of **bodily injury**:

(1) Sustained by an **insured person**;
(2) Caused by a **car accident**; and
(3) Arising out of the ownership, maintenance or use of a **motor vehicle**.

Insuring Agreement – Accidental Death Benefits Coverage
This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

We will pay the limit stated on the **Declarations Page** if an **insured person** dies within one year of the date of an **car accident** as a result of **bodily injury**:

(1) Caused by a **car accident**; and
(2) Arising out of the ownership, maintenance or use of a **motor vehicle**.

Additional Definitions Used in This Part Only

When used in this Part II:

(1) "**Income disability benefits**" means loss of income from work the **insured person** would have performed had the **insured person** not sustained **bodily injury**. However if the insured person is a non-income earner, **income disability benefits** means expenses reasonably incurred for essential services in lieu of those the **insured person** would have performed without income had the **insured person** not sustained **bodily injury**. **Income disability benefits** apply only to the period beginning eight days after the date of the accident and not exceeding 52 weeks. **Income disability benefits** do not include any loss or expense after the death of the **insured person**.
(2) "**Insured person**" and "**insured persons**" mean:
(A) **you** or any **relative**; and
(B) any other person:
(i) while **occupying your insured car**; or
(ii) when struck by a **covered auto** while a pedestrian, bicyclist, or motorcyclist, or while riding on an animal or in a horse-drawn wagon or cart.
(3) "**Medical and hospital benefits**" means all reasonable and necessary expenses for medical, hospital, nursing, dental, surgical, ambulance, funeral and prosthetic services incurred within 24 months after the accident. Expenses for hospital charges are limited to semiprivate accommodations.

EXCLUSIONS

This coverage and **our** duty to defend does not apply to **bodily injury**:
(1) sustained by any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible automobile insurance policy providing the minimum personal injury protection coverages required bylaw;
(2) sustained by any person who intentionally caused such **bodily injury**;
(3) sustained by any person while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;
(4) to the extent benefits are paid or payable under any workers' compensation law, disability benefits law or similar law. This exclusion does not apply to **Accidental Death Benefits Coverage**;
(5) to any person resulting from, or sustained during practice or preparation for:
(A) any pre-arranged or organized racing, stunting, speed, or demolition contest or activity; or
(B) any driving activity conducted on a permanent or temporary racetrack or racecourse;
(6) sustained by any person while **occupying** or when struck by any vehicle owned by **you** or furnished or available for **your regular use**, other than **your insured car** for which this coverage has been purchased;
(7) sustained by any person while **occupying** or when struck by any vehicle owned by a **relative** or furnished or available for the **regular use** of a **relative**, other than a **your insured car** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such vehicle;

(8) sustained by any person while **occupying** any **vehicle** or **utility trailer** while located for use as a residence or premises;
(9) sustained by any person while **occupying your insured car** while it is being used:
  (A) to carry persons or property for compensation or a fee; or
  (B) for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.
  This exclusion does not apply to shared-expense car pools;
(10) arising out of an accident involving any vehicle while being maintained or used by a person while employed or engaged in any **auto business**. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using **your insured car**;
(11) due to a nuclear reaction or radiation;
(12) for which insurance:
  (A) is afforded under a nuclear energy liability insurance contract; or
  (B) would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
(13) caused directly or indirectly by:
  (A) war (declared or undeclared) or civil war;
  (B) warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
  (C) insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
(14) caused directly or indirectly by:
  (A) any accidental or intentional discharge, dispersal, or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
  (B) any intentional discharge, dispersal, or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
(15) to **you** or a **relative** while **occupying** any vehicle, other than **your insured car**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle.
(16) to **you** or a **relative** while **occupying your insured car**, while it is operated, driven or in the control of an **excluded driver**, an **unlicensed driver**, an **underage driver** or an **undisclosed driver**.

Limits of Liability

The limits of liability shown on the **Declarations Page** for the coverages provided under this Part II - Personal Injury Protection Coverage is the most **we** will pay for each **insured person** in any one accident, regardless of the number of:

(1) claims made;
(2) **covered autos**;
(3) **insured persons**;
(4) lawsuits brought;
(5) vehicles involved in the accident; or
(6) premiums paid.

The limit of liability for Medical and Hospital Benefits is shown on the **Declarations Page**.
The limit of liability for Accidental Death Benefits is shown on the **Declarations Page**.

The limit of liability for Income Disability Benefits is:

(1) 70% of the loss of gross income per week, not to exceed $140 per week, if the **insured person** earned income from work at the time of the accident; or
(2) $70 per week, or any fractional part of a week, if the **insured person** did not earn income from work at the time of the accident.

In determining the amount payable under this Part II, the amount of damages sustained by the **insured person** due to **bodily injury** will be reduced by all sums paid or payable for the same elements of damages under:

(1) Part I - Liability To Others; and

(2) Part IV - Uninsured Motorist Bodily Injury Coverage; and
(3) Part VI – Underinsured Motorist Bodily Injury Coverage.

Other Insurance

(1) With respect to **bodily injury** sustained by a **relative**, any Medical And Hospital Benefits Coverage or Income Disability Benefits Coverage afforded by this Part II shall be excess over any other similar coverage provided by a **motor vehicle** insurance policy under which the **relative** is a named insured.
(2) If **you** or a **relative** are insured under any other **motor vehicle** insurance policy providing coverage for income disability benefits or similar coverage, the most that **you** or a **relative** may recover for **income disability benefits** shall not exceed the amount payable under the policy providing the highest limits of liability.
(3) No coverage will be provided under this Part II for any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible **motor vehicle** insurance policy providing the minimum personal injury protection coverages required by law.

Subject to 1, 2, and 3 above, it there is other applicable personal injury protection 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.

No one shall be entitled to recover duplicate payments for **income disability benefits** or **medical and hospital benefits** under this or any other **motor vehicle** insurance policy.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Payment of Benefits

We may pay the **insured person**, the person providing medical services or the person responsible for the payment of the medical expenses.

Our Rights To Recover Payment

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party that has been fully compensated for his or her loss. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under this Part no longer exist.

PART III - MEDICAL PAYMENTS COVERAGE

This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

This coverage does not apply at all if there is any Personal Injury Protection Coverage in effect at the time of the loss.

We will pay reasonable expenses incurred within one year from the date of **car accident** for necessary medical and funeral services because of **bodily injury** sustained by an **insured person** and caused by a **car accident.**

Additional Definitions Used In This Part Only

As used in this part, "**insured person**" or "**insured persons**" means:

(1) **You** while **occupying your insured car.**
(2) **You** as a pedestrian when struck by a motor vehicle or **utility trailer.**
(3) Any other person while **occupying your insured car** while the **car** is being used by **you** or another person with **your** permission.

Exclusions

This coverage does not apply to **bodily injury** to any person:

(1) Sustained while **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(2) Sustained while **occupying** any vehicle being used as a residence or premises.
(3) Sustained while **occupying** a **motor vehicle** with more than or less than four wheels.
(4) Sustained while **occupying** or when struck by any vehicle, other than **your insured car**, which is owned by or furnished or available for **regular use** by **you**.
(5) Sustained while **occupying** a vehicle other than an **insured car** while the vehicle is being used in the **business** or occupation of an **insured person**.
(6) Occurring during the course of employment if benefits are payable or required to be provided under a workers' compensation law, disability benefits or other similar laws.
(7) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, **or by any** consequence of these.
(8) Sustained while **your insured car** is being used in or to prepare for any **racing**, speed, stunt, performance or demolition contest.
(9) Caused by conduct intentionally designed to cause injury to **you, any insured person**, or any other person.
(10) Sustained while **your insured car** is being used to commit a felony or for any other purpose which is legally recognized to be criminal.
(11) Sustained while **occupying your insured car** without a reasonable belief that the person is entitled to do so.
(12) Sustained while **your insured car** is being operated by an **excluded driver**.
(13) Sustained while **your insured car** is being operated by an **underage drive**, **unlicensed driver** or **undisclosed driver**.

Limits of Liability

We will pay no more than the limits of liability shown for this coverage on the **Declarations Page** for each person injured in any one **car accident** regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

Any amount paid under this part shall reduce any amount paid or payable under Part I – Liability, Part IV - Uninsured Motorists Bodily Injury Coverages or Part VI – Underinsured Motorists Bodily Injury Coverage of this policy.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Other Insurance

This Medical Payments Coverage is excess over any other applicable insurance.

Payment of Benefits

We may pay the **insured person**, the person providing medical services or the person responsible for the payment of the medical expenses.

Our Rights To Recover Payment

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party that has been fully compensated for his or her loss. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under this Part no longer exist.

PART IV — UNINSURED MOTORISTS BODILY INJURY COVERAGE

This coverage applies only if there is a premium shown for the coverage on the **Declarations Page**.

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**. If no agreement is reached, the decision will be made by arbitration.

If a lawsuit is brought by any **insured person** to determine legal liability or damages**, we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

Additional Definitions Used in This Part Only

As used in this Part:

(1) **"Insured person"** means:

(A) **You**.
(B) Any other person **occupying your insured car** with **your** permission.
(C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

(2) **"Uninsured motor vehicle"** means a **motor vehicle** which is**:**

(A) Not insured by a bodily injury liability bond or policy at the time of the **car accident**.
(B) A hit-and-run vehicle whose operator or owner is unknown and which strikes:
  (i) **You**.
  (ii) A vehicle which **you** are **occupying**.
  (iii) **Your insured car**.
  There must be actual physical contact with the hit-and-run vehicle.
(C) Insured by a bodily injury liability bond or policy at the time of the accident but the insurer denies coverage or is or becomes insolvent.

"Uninsured motor vehicle" does not mean a vehicle:

(A) Owned by or furnished or available for the **regular use** of **you**, a **resident** or a **relative.**
(B) Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier or similar law.

(C) Owned by a governmental unit or agency.

Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:

(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent
(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(4) While occupying your insured car while it is operated, driven or in the control of an **excluded driver**.
(5) FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** further defined as follows:

(1) The bodily injury limit for "each person" is the maximum amount **we** will pay to any one person for **bodily injury** to any one person in any one **car accident,** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.
(2) Subject to the bodily injury limit for "each person", the bodily injury liability limit for "each accident is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the accident.

Any amounts payable will be reduced by:

(1) Any payments made by or on behalf of the owner or operator of the **uninsured motor vehicle**, or any other person or organization which may be legally liable.
(2) Any payments made under Part I - Liability Coverage, Part II – Personal Injury Protection Coverage or Part III - Medical Payments Coverage of this policy.
(3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. But, when an **insured person** is **occupying** a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance and this coverage shall then apply only in the amount by which the limits of liability for this coverage exceeds the applicable limits for such other insurance.

Arbitration

If **we** and an **insured person** claiming coverage under this Part do not agree:
(1) Whether that person is legally entitled to recover damages under this Part; or
(2) As to the amount of such damages;

and we mutually agree to arbitration prior to the expiration of the uninsured motorist bodily injury statute of

limitations in the state in which the event occurred, then this will be determined by non-binding arbitration. With arbitration, each party will select an arbitrator unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third; if the two arbitrators cannot agree on the third within thirty days, either party may request selection be made by a judge or court having jurisdiction.

Each party will:

(1) Pay the expenses they incur, and
(2) Bear the expenses of the single arbitrator, equally.
(3) Bear the expenses of the third arbitrator, equally, if two arbitrators are used and a third is selected.
Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resided at the time the policy was purchased. Local rules of procedure and evidence will apply. A decision agreed to by two of the arbitrators, or the single arbitrator, shall be binding as to:

(1) Whether the **insured person** is legally entitled to recover damages; and/or
(2) The amount of said damages, subject to **our** limits of liability, and excluding punitive or exemplary damages. Any award which exceeds the limits of liability or which includes punitive or exemplary damages shall be beyond the arbitrator's scope of authority.

If an award does exceed **our** limits of liability, either party may demand the right to trial. Such demand must be made within the time allowed by state law of the arbitrator's decision, or such lesser time as provided by the rules of civil procedure for the jurisdiction where the arbitration occurs.

WE WILL NOT PAY **PUNITIVE OR EXEMPLARY DAMAGES** WHICH THE **INSURED PERSON** MAY BE LEGALLY ENTITLED TO COLLECT. NO VALID ARBITRATION AWARD SHALL INCLUDE AMOUNTS FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Action Against Us

An **insured person** must fully comply with all of the terms of this policy before any action can be taken against **us**.

An **insured person** has no cause of action unless that person has given **us** written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company within the time allowed by law after the earliest of:

(1) The date the person knows the tortfeasor is uninsured. Or,
(2) The date the person knows or should have known that coverage was denied by the tortfeasor's insurer. Or,
(3) The date the person knows or should have known of the insolvency of the tortfeasor's insurer.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Our Recovery Rights

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom payment was made against another, provided the insured person was fully compensated for the loss.

PART V – UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE

This coverage applies only if there is a premium shown for this coverage on the **Declarations Page**.

We will pay damages for **property damage** which an **insured person** is legally entitled to recover from the owner

or operator of an **uninsured motor vehicle**. The **property damage** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**.

If a lawsuit is brought by any **insured person** to determine legal liability or damages, **we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

Additional Definitions Used In This Part Only

The following provision is added to Definition (1):

(1) "**Insured person**" means any person for damages that person is entitled to recover because of **property damage** to **your Insured car**.
(2) "**Uninsured motor vehicle**" means a **motor vehicle** which is:

(A) Not insured by a property damage liability bond or policy at the time of the **car accident**.
(B) Insured by a liability bond or policy at the time of the **car accident**, but which provides property damage liability limits less than the minimum property damage liability limits required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.
(C) A hit-and-run vehicle whose operator or owner is unknown and which strikes:
(i) A vehicle which **you** or a **relative** are **occupying**; or
(ii) **Your insured car**.
There must be actual physical contact with the hit-and-run vehicle.
(D) Insured by a property damage liability bond or policy at the time of the **car accident** but the insurer denies coverage or is or becomes insolvent within one year after the **car accident.**

"**Uninsured motor vehicle**" does not mean a motor vehicle:

(A) Owned by or furnished or available for the **regular use** of **you** or a **relative**.
(B) Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor **car**rier or similar law, except a self-insurer which is or becomes insolvent within one year after the **car accident**.
(C) Owned by a governmental unit or agency.
(3) "**Property damage**" means:

(A) Injury to; or
(B) Destruction of; or
(C) Reasonable expenses for loss of use of;
your insured car. However, **property damage** does not include injury to, or destruction of, or loss of use of any property while contained in **your insured car**.
(4) "**Actual cash value**" means the market value or replacement cost less physical depreciation of the damaged property.
(5) "**Like kind and quality part**" includes, but is not limited to, a replacement part for any vehicle that is obtained from another vehicle.
(6) "**Aftermarket Part**" means a replacement part not made by the original equipment manufacturer (OEM).

Exclusions

This coverage does not apply to **property damage** sustained by an **insured person**:

(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent
(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(4) FOR **PUNITIVE OR EXEMPLARY DAMAGES**
(5) For the first $200 of the amount of **property damage** to **your insured car**. This exclusion (6) does not apply if:
(A) **We** insure **your insured car** for both, **collision** coverage and Uninsured Motorists Property Damage

Coverage; and

(B) The operator of the **uninsured motor vehicle** is positively identified and is solely at fault.

(6) Which directly or indirectly benefits any insurer of property.

(7) While occupying your insured car while it is operated, driven or in the control of an **excluded driver**.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** further defined as follows:

(1) The property damage liability limit for "each accident" is the maximum amount **we** will pay for all **property damage** to all property in any one **car accident**. Subject to this maximum, **our** limits of liability for **property damage** will be the lesser of:

(A) The **actual cash value** of **your insured car** or if the loss is a part thereof, the **actual cash value** of such part; or

(B) The amount necessary to repair or replace **yourinsured car** or if the loss is a part thereof, the amount necessary to repair or replace such part with **aftermarket parts** or property of **like kind and quality**.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

No one will be entitled to receive duplicate payments for the same elements of loss:

(1) Under Uninsured Motorists Property Damage Coverage and:

(A) Part I — Liability Coverage;
(B) Part VII — **Car** Damage Coverage.

Appraisal

You or **we** may voluntarily agree to non-binding appraisal of the **loss**. Each will appoint and pay a competent and disinterested qualified appraiser, licensed, if the state provides. Other appraisal expenses will be shared equally. The appraisers, or a judge or a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by the two appraisers or either appraiser and the umpire will determine the amount payable.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. But, when an **insured person** is **occupying** a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance and this coverage shall then apply only in the amount by which the limits of liability for this coverage exceeds the applicable limits for such other insurance.

Action Against Us

An **insured person** must fully comply with all of the terms of this policy before any action can be taken against **us**.

An **insured person** has no cause of action unless that person has given **us** written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company within the time allowed by law after the earliest of:

(1) The date the person knows the tortfeasor is uninsured. Or,
(2) The date the person knows or should have known that coverage was denied by the tortfeasor's insurer. Or,
(3) The date the person knows or should have known of the insolvency of the tortfeasor's insurer.

Our Recovery Rights

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom payment was made against another, provided the insured person was fully compensated for the loss.

PART VI – UNDERINSURED MOTORIST BODILY INJURY COVERAGE

This coverage applies only if there is a premium shown for this coverage on the **Declarations Page**.

we will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** for **bodily injury**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**. If no agreement is reached, the decision will be made by arbitration.

If a lawsuit is brought by any **insured person** to determine legal liability or damages**, we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

We will pay under this Part V only after the limits of liability under all applicable bodily injury liability bonds and policies have been exhausted by payment of judgments or settlements.

Additional Definitions Used in This Part Only

As used in this Part:

(1) **"Insured person"** means:
- (A) **You**.
- (B) Any other person **occupying your insured car** with **your** permission.
- (C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

(2) **"Underinsured motor vehicle"** means a **motor vehicle** which is**:**
- (A) Insured by a liability bond or policy at the time of the **car accident**, but the liability coverage is insufficient to cover the damages incurred by the insured..

"Underinsured motor vehicle" does not mean:
- (1) a **motor vehicle** that is covered under the liability coverage of the same policy that also contains the underinsured motorist coverage;
- (2) an uninsured **motor vehicle**;
- (3) a **motor vehicle** owned or leased by:
  - (A) The named insured;
  - (B) The named insured's spouse;
  - (C) Any dependant of the named insured; or
  - (D) Any **relative** or **resident** of the named insured.

Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:
(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent
(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(4) While occupying your insured car while it is operated, driven or in the control of an **excluded driver**.

(5) FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** further defined as follows:

(1) The **bodily injury** limit for "each person" is the maximum amount **we** will pay to any one person for **bodily injury** to any one person in any one **car accident,** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.
(2) Subject to the bodily injury limit for "each person", the bodily injury liability limit for "each accident is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

Any amounts payable will be reduced by:

(1) Any payments made by or on behalf of the owner or operator of the **underinsured motor vehicle**, or any other person or organization which may be legally liable.
(2) Any payments made under Part I - Liability Coverage, Part II - Personal Injury Protection Coverage or Part III - Medical Payments Coverage of this policy.
(3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. But, when an **insured person** is **occupying** a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance and this coverage shall then apply only in the amount by which the limits of liability for this coverage exceeds the applicable limits for such other insurance.

Arbitration

If **we** and an **insured person** claiming coverage under this Part do not agree:

(1) Whether that person is legally entitled to recover damages under this Part; or
(2) As to the amount of such damages;

and we mutually agree to arbitration prior to the expiration of the underinsured motorist bodily injury statute of limitations in the state in which the event occurred, then this will be determined by non-binding arbitration. With arbitration, each party will select an arbitrator unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third; if the two arbitrators cannot agree on the third within thirty days, either party may request selection be made by a judge or court having jurisdiction.

Each party will:

(1) Pay the expenses they incur, and
(2) Bear the expenses of the single arbitrator, equally.
(3) Bear the expenses of the third arbitrator, equally, if two arbitrators are used and a third is selected.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resided at the time the policy was purchased. Local rules of procedure and evidence will apply. A decision agreed to by two of the arbitrators, or the single arbitrator, shall be binding as to:

(1) Whether the **insured person** is legally entitled to recover damages; and/or
(2) The amount of said damages, subject to **our** limits of liability, and excluding punitive or exemplary damages. Any award which exceeds the limits of liability or which includes punitive or exemplary damages shall be beyond the arbitrator's scope of authority.

If an award does exceed **our** limits of liability, either party may demand the right to trial. Such demand must be made within the time allowed by state law of the arbitrator's decision, or such lesser time as provided by the rules of civil procedure for the jurisdiction where the arbitration occurs.

WE WILL NOT PAY **PUNITIVE OR EXEMPLARY DAMAGES** WHICH THE **INSURED PERSON** MAY BE LEGALLY ENTITLED TO COLLECT. NO VALID ARBITRATION AWARD SHALL INCLUDE AMOUNTS FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Action Against Us

An **insured person** must fully comply with all of the terms of this policy before any action can be taken against **us**.

An **insured person** has no cause of action unless that person has given **us** written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company within the time allowed by law after the earliest of:
(1) The date the person knows the tortfeasor is uninsured. Or,
(2) The date the person knows or should have known that coverage was denied by the tortfeasor's insurer. Or,
(3) The date the person knows or should have known of the insolvency of the tortfeasor's insurer.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Our Recovery Rights

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom payment was made against another, provided the insured person was fully compensated for the loss.

PART VII - CAR DAMAGE COVERAGE

We will pay for **loss** to **your insured car** which is:

(1) Caused by **collision**, but only if a premium is shown for the coverage on the **Declarations Page**.
(2) Caused by **comprehensive**, but only if a premium is shown for the coverage on the **Declarations Page**.

Additional Definitions Used in This Part Only

As used in this Part:

(1) **"Collision"** means actual physical contact between **your insured car** and another object or upset of **your insured car.**
(2) **"Comprehensive"** means **loss** to **your insured car** not caused by **collision**. The following is considered **loss** caused by **comprehensive**, including, but not limited to:
(A) Missiles or falling objects;
(B) Fire;
(C) Theft or larceny;
(D) Explosion or earthquake;
(E) Windstorm;

(F) Hail, water or flood;
(G) Malicious mischief or vandalism;
(H) Riot or civil commotion;
(I) Contact with bird or animal; or
(J) Breakage of glass

If breakage of glass results from a **collision**, **you** may elect to have it treated as a **loss** caused by **collision**.

(3) **"Loss"** means direct, sudden and accidental **loss** of or damage to **your insured car**, including its **covered equipment**.

(4) **"Covered Equipment"** means:

(A) Any permanently installed equipment, parts, or accessories which were purchased as standard or optional equipment from the manufacturer of the vehicle.

(B) Any permanently installed device designed for the recording or reproduction of sound, provided the device is installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio. The maximum **we** will pay for **loss** to the device and its accessories is $500.

(5) **"Regular Operator"** means any person who is a resident of **your** household who drives **your insured car.**

(6) **"Like kind and quality part"** includes, but is not limited to, a replacement part for any vehicle that is obtained from another vehicle.

(7) "**Aftermarket Part**" means a replacement part not made by the original equipment manufacturer (OEM).

(8) "**Betterment**" means a deduction for making an item better or adding value thereto.

Your Deductible

The deductible amount shown on the **Declarations Page** will be subtracted from payment of any **loss** covered under this Part.

Settlement of Loss

We may pay the **loss** in money or repair or replace damaged or stolen property. **We** may, at any time before the **loss** is paid or the property is replaced, return, at **our** expense, any stolen property either to **you** or to the address shown on the **Declarations Page**, with payment for the resulting damage less **betterment**. If **we** repair or replace the damaged or stolen property, **we** reserve the right to use **aftermarket parts** of **like kind and quality**. **We** may keep all or part of the property salvage upon payment to **you** of its agreed or appraised value. **You** may not abandon the damaged property to **us**.

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 insured car** and **we** elect 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 Page**, all applicable taxes, license fees, and other fees actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

Appraisal

You or **we** may voluntarily agree to non-binding appraisal of the **loss**. Each will appoint and pay a competent and disinterested qualified appraiser, licensed, if the state provides. Other appraisal expenses will be shared equally. The appraisers, or a judge or a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by the two appraisers or either appraiser and the umpire will determine the amount payable.

Transportation Expenses

We will pay up to $15 per day, to a maximum of $225 for transportation expenses incurred by you. This applies only in the event of the total theft of **your insured car**. **We** will pay only transportation expenses that are incurred during the period:

1. Beginning 48 hours after the theft has been reported to **us** and to the police. And,
2. Ending when the whereabouts of **your insured car** becomes known to the **insured person** or to the company or **we** pay for its loss.

Storage

In the event **your insured car** is towed to a location where you are incurring storage charges as the result of a

covered comprehensive or collision loss, we will pay up to $15.00 per day, not to exceed $90.00 for all of the storage charges if and only if **you** fully cooperate with us in arranging for the immediate release of **your insured car**.

Regular Operators

If, during the term of this policy, a person who:

(1) Was not listed on the application as a **regular operator** begins to drive **your insured car**; or
(2) Was listed on the application as an operator quits driving **your insured car**, **you** must notify **us**.

Notification must be given in writing and will begin as of the postmarked date on the envelop and may not be back dated. It may be given to **us** or to **our** duly authorized representative. If a premium difference results from the change in driver status, **we** will adjust **your** premium as of the date **you** notify **us** of the change.

Exclusions

This coverage does not apply to **loss**:

(1) To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(2) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or radioactive contamination, riot or commotion or any consequence of any of these.
(3) To television antennas, awnings, cabanas or any equipment designed to provide additional living or transportation facilities.
(4) To tapes, records, compact discs or other devices for use with equipment designed for the reproduction of sound.
(5) To custom paint, murals, paintings, or other decals or graphics.
(6) To equipment, parts and accessories which are not defined as **covered equipment** unless items are declared as permanently installed by the original equipment manufacturer (OEM) in or on **your car** and a specific premium is paid. The following are examples:

(A) Campers and custom enclosures for pickup trucks.
(B) Two-way radios (including citizen band radios), telephones or radio telephones, DVD players, CD player, scanning monitor receivers, television monitor receivers, video cassette recorders, audio cassette recorders, or personal computers.
(C) Any device designed for recording or reproduction of sound not defined as **covered equipment**.
(D) Custom chrome, alloy, aluminum or magnesium wheels.
(E) Custom wide tread tires and racing slicks.
(F) Any custom furnishings or equipment in or upon any pickup, panel truck, or van, including, but not limited to:
(i) Special carpeting and insulation, furniture, bars, or television receivers;
(ii) Facilities for cooking and sleeping;
(iii) Height-extended roofs;
(iv) Captain chairs; or
(v) Bed liners or toppers.
(G) Equipment designed or used for the detection or location of radar or laser.
(H) Special equipment, which are additions or alterations to **your insured car** including, but not limited to:
(i) Any custom chroming or custom interior work;
(ii) Sun roof, moon roof, T-bar roof, landau roof, bubble dome, bubble window, or any deluxe roof treatment;
(iii) Equipment used to either mechanically or structurally modify **your insured car** resulting in an increase in performance or change in appearance;
(iv) Ground effects, running boards, mud flaps, bug shields, visors or spoilers; or
(v) Roll bars, grill guards, winches and custom bumpers.

(7) Resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, manufacturers defect, road damage to tires or prior **loss** or damage.
(8) While **your insured car** is being used in or preparing for any **racing**, speed, stunt, performance or demolition contest.
(9) To any **car** not owned by **you**.

(10)To **your insured car**, If at the time of the **loss**, **your insured car** was driven by a **regular operator** who was not reported to **us** in the original application for insurance and not added to the policy in compliance with reporting requirements stated in Part X of this policy.

(11)To **your insured car**:

(A) While being used in any illegal trade or transportation, or to commit a felony or for any other purpose which is legally recognized to be criminal.

(B) Caused intentionally by or at the direction of an **insured person**.

(C) Due to the destruction or confiscation by governmental or civil authorities. This exclusion 11 (C) does not apply to the interests of the Loss Payees in **your insured car**.

(0) Due to conversion or embezzlement, lawful possession under a bailment mortgage, conditional sale or encumbrance.

(E) Due to diminution of value.

(12) To **your covered auto** arising out of or during its use for the transportation of any explosive substance, or any flammable liquids, or any hazardous materials, except transportation incidental to your ordinary household or farm activities.

(13) To a **car** which is acquired by the **covered person** during the policy period, where the **insured person** has not notified us in writing within twenty (20) days of such acquisition and of the election to add coverage under this part of the policy to the declarations for such vehicle.

(14) To **your insured car** or any property in **your insured car** not otherwise excluded, unless there are visible signs that forcible entry was required to gain access to **your insured car.**

(15) To **your insured car** while it is being operated, driven or in control of an **excluded driver**, **unlicensed driver**, **underage driver** or **undisclosed driver**.

(16) To **your insured car** if **you** do not have an **insurable interest** in **your insured car**.

Limits of Liability

Our limits of liability for **loss** shall not exceed the lesser of:

(1) The actual cash value of the stolen or damaged property at the time of **loss**, reduced by the applicable deductible; or

(2) The amount necessary to repair or replace the property with **aftermarket parts** or property of **like kind and quality**, reduced by the applicable deductible.

In determining the actual cash value of the property or damaged part of the property at the time of the loss, an adjustment for depreciation and physical condition will be made in relation to the physical condition and wear and tear. If new parts are used to replace parts subject to wear and tear, depreciation will be taken to the extent of the wear and tear.

No Benefit to Bailee

This coverage shall not in any way benefit any person or organization caring for or handling **your insured car** for a fee.

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. Ho**we**ver, any insurance **we** may be required to provide with respect to any non-owned vehicle used as a temporary substitute for a vehicle **you** own shall be excess over any other collectible insurance.

Payment of Loss

(1) We may pay for any **loss** or any damage in cash or we may repair or replace the damaged or stolen vehicle.

(2) You may not require us to pay for any **loss** or damage until 30 days after you have complied with all of the terms of this policy.

(3) If **your insured car** is stolen and then is recovered before the **loss** or the damage is paid or is replaced, then **we** may return **your** vehicle to **you** at **our** expense with payment for any damage.

PART VIII - TOWING & RENTAL COVERAGE

Towing Coverage

This coverage may only be purchased with **comprehensive** and **collision** coverage on **your insured car**.

If a premium is paid and the coverage is listed on the **Declarations Page**, **we** will pay for towing costs caused by the disablement **your insured car** due to a **loss** or a mechanical breakdown. This coverage may only be purchased with **comprehensive** and **collision** coverage on **your insured car**. You may claim the maximum amount per occurrence under this coverage ($50) fifty dollars two times during any policy term.

Rental Reimbursement Coverage

This coverage may only be purchased with **comprehensive** and **collision** coverage on **your insured car**.

We will reimburse **you** up to $25 per day up to a maximum of $450 during any policy term, for the amount, which **you** paid for renting an auto from a rental agency while **your insured car** was being repaired due to a loss that is covered under Part VII. If **your insured car** is not drivable, coverage starts 48 hours after the loss is reported to us. If **your insured car** is drivable, coverage starts the day after it is taken to the repair facility. Coverage will end when the first of the following occurs:

1. the repair facility finishes the repairs;
2. the company offers to replace **your insured car**;
3. the company offers settlement to you; or,
4. the maximum limit is reached.

Proof of repairs from an auto repair facility and evidence of a payment therefore must be provided before reimbursement will be made. The definition of **loss**, as it appears in this Part, means a disablement or a direct and accidental loss or damage to the auto. If a premium is paid and the coverage is listed on the **Declaration Page**, then the Transportation Expenses under Part VII does not apply.

PART IX – NON-OWNER COVERAGE

This Part IX applies only if the term “Non-Owner” appears on the **Declarations** of the policy. The purpose of “Non-Owner” Coverage is to insure the named insured against the liability imposed by the law upon the named insured for bodily injury to or death of any person or damage to property to the amounts and limits stated on the **Declaration Page** of this policy and growing out of the use or operation by the named insured within the continental limits of the United States or the Dominion of Canada of a **non-owned auto**. If the term “Non-Owner” appears on the **Declaration Page** of the policy, then all the terms and conditions of the policy apply except as modified herein, and to the extent that any definition, term or provision of Part IX conflicts with any definition, term or provision of any other Part of this policy, the purpose, definitions, terms and provisions of Part IX shall control the other Part of this policy.

If this Part IX applies then:

(1) **In Part I** - **Liability** and in all other Parts incorporating said section “**insured person**” is deleted and the following is substituted:
“insured person". The only person insured under this policy is the named insured and his or her spouse, if a resident of the same household and an additional premium for the spouse is paid, and then only with respect to a **non-owned auto**, provided the use and operation thereof is with the permission of its owner and within the scope of permission.

(2) **Part IX Definitions to be substituted for definitions in Part I - Liability and as incorporated in other Parts or Conditions from Part I - Liability:**
“Non-owned auto” means **car** used by **you** with the permission of the owner and not owned by, furnished, or available for the **regular use** of **you**, a **relative** or a **resident**.
“Your insured car” means any **car** owned by or furnished for the **regular use** of the named insured, a **relative** or a **resident** of the named insured.

(3) **Part IX definitions to be substituted in specified Parts and related Conditions:**
For purpose of Part II – Personal Injury Protection Coverage and Part III – Medical Payments Coverage and Part IV, V and VI – Uninsured and Underinsured Motorist Coverages and of:
“insured person (s)” means the named insured.

(4) **The following are added Exclusions:**
In Part I - Liability:

(19) to any **motor vehicle** owned by or furnished for the **regular use** of the named insured, or owned by or furnished for the **regular use** of a **relative** or a **resident** of the named insured;
(20) to any **motor vehicle** while used in a **business** or occupation of the named insured.
In Part II – Personal Injury Protection:
(16) to injuries arising out of the use, operation, or maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or **resident** of the named insured;
In Part IV - Uninsured Motorist Bodily Injury Coverage:
(5) to injuries arising out of the use, operation, maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or a **resident** of the named insured.
In Part V- Uninsured Motorist Property Damage Coverage:
(5) to damage to a **motor vehicle** arising out of the use, operation, maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or a **resident** of the named insured.
In Part VI - Underinsured Motorist Coverage:
(5) to injuries arising out of the use, operation, maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or a **resident** of the named insured.

(5) **In all Parts, delete the Other Insurance section and replace it with:**

Other Insurance: This insurance shall be excess insurance over any other valid and collectible insurance or self-insurance

PART X - GENERAL PROVISIONS

Policy Period, Territory

This policy applies only to **car accidents** and losses that happen during the policy period shown on the **Declarations Page** and while the **car** is within the United States, its territories or possessions, or Canada, or between their ports.

Changes

This policy, **your** application (which is made a part of this policy as if attached), and the **Declarations Page** include all the agreements between **you** and **us** relating to this insurance. No change or waiver may be effected in this policy unless **we** issue a written endorsement. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change. **We** will automatically give **you** the benefit of any broadened coverage under this policy unless the change requires additional premium.

Two or More Cars Insured

With respect to any **car accident** or **loss** to which this and any other auto policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall or by lease, other not exceed the highest applicable limit of liability under any one policy.

Lawsuit Against Us

We may not be sued unless there has been full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an i**nsured person** 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 has any right under this policy to make **us** a party to a lawsuit to determine the liability of an **insured person.**

No person who is not an **insured person** under the terms of this policy shall have any interest in this policy, either as:
(1) a third party beneficiary; or
(2) otherwise;
unless there first is a rendering of a verdict against a person who is an **insured person** under the terms of this policy for a claim which is covered by this policy.

Our Recovery Rights

In the event of any payment by **us** under this policy, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. A person **we** have paid must sign and deliver to **us** any legal papers relating to that recovery, do whatever is necessary to help **us**

exercise those rights and do nothing after the loss to prejudice **our** rights.

If **we** ask, any person that **we** have paid must take appropriate action, in that person's own name, to recover any payment **we** have made from any responsible party or insurer. **We** will select the attorney and pay all related costs and fees.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimburse **us** to the extent of **our** payment plus any costs or attorney fees **we** have to pay.

If **we** make payment under any Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party that has been fully compensated for his or her loss. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under such Part no longer exists.

These provisions will be applied in accordance with state law.

Assignment

Interest in this policy may not be assigned without **our** written consent If the policyholder named on the **Declarations Page** or the spouse of the policyholder who lives in the same household dies, the policy will cover~

(1) The surviving spouse. However, if the surviving spouse is an excluded driver under this policy there would be no coverage while the excluded spouse is driving an **insured car**.
(2) The legal representative of the deceased while acting within the scope of the duties as a legal representative.
(3) Any person having proper custody of **your insured car** until a legal representative is appointed. However, if that person is an excluded driver under this policy, there would be no coverage while that person is driving an **insured car.**

Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

Insurance Laws of Your State

If any provision of this policy conflicts with or fails to comply with any insurance laws of the state where **you** live, this policy is automatically amended to comply with those laws. All other provisions of this policy shall remain in force and legally binding.

Renewal of This Policy

Subject to **our** consent, **you** have the right to renew this policy. When **we** consent to renewal, **you** must pay the renewal premium before the renewal date. This policy will automatically expire if **we** do not receive the required premium before the renewal date of the policy.

If **we** offer to renew the policy or bill for a balance due from a policy change and **you** or **your** representative fail to pay the required premium when due, **you** have not accepted **our** offer and this policy will automatically terminate on the date noted on the renewal or balance due notice.

Cancellation or Non renewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to **you** at the address shown on the **Declarations Page** or by delivering the notice to **you**:

(1) Not less than 10 days prior to the effective date of cancellation for nonpayment of premium.

(2) Not less than 20 days prior to the effective date of cancellation for any other reason.

(3) if this policy has been in effect for 60 days, **we** may cancel only:

(A) For nonpayment of premium;
(B) For suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car**. The suspension or revocation must have taken place during the policy period, or, if a renewal policy, within 180 days immediately preceding its effective date;
However, **we** may not cancel solely due to the administrative suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car** due to an alcohol or drug related violation set forth under Arkansas code 5-65-104.
(C) If the policy was obtained through a material misrepresentation; or
(D) If the named insured or any driver of **your insured car** is convicted of
(i) Driving while intoxicated;
(ii) Homicide or assault arising out of the use of a motor vehicle; or
(iii) Three separate speeding or reckless driving violations, or any combination of the two, during the policy period, including the three months prior to the effective date of the policy.

If **we** decide not to renew this policy, **we** will mail to **you** at the address shown on the **Declarations Page** or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period.

If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that **car** will cease on the effective date of the other insurance.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you** cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The effective date of cancellation stated in a notice is the end of the policy period

Loss Payable Clause

This entire clause is void unless the name of the lienholder is inserted in the space provided in the policy declarations.

Payment for damage to a car will be made according to **your** interest of any Loss Payee or lienholder shown on the Declaration or designated by **you**. Payment may be made both jointly, or separately, at **our** discretion.

Where inclusive, but not limited to fraud, material misrepresentation, material omission, racing, the commission of a crime or any other intentional damage or loss wantonly, or intentionally caused by **you**, a **relative** or a **resident** or the loss payee in the process of something done, or failed to do in violation of the terms or this agreement or any other exclusion indicated in the policy jacket under Part VII the Loss Payee or lienholder's interest will not be protected.

You shall notify **us** of any change of ownership or increase of hazard upon discovery and, unless otherwise authorized, **you**, on demand, shall pay the premium for any increased hazard for the term of the policy. Otherwise recovery provided by this policy may be prevented.

We reserve the right to cancel its policy at any time as provided by its terms and the laws of the state of Arkansas, and this cancellation shall terminate this agreement as to the loss payee's interest. Proof of mailing by **us** shall be proof of notice to the lienholder.

If **you** fail to give proof of loss as required by the policy terms, the lienholder must do so if required. The lienholder shall be subject to provisions of the policy relating to appraisal, time of payment and bringing suit. **We** will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

If **we** pay the lienholder any sum for loss or damage under the policy and no liability exists to **you**, **we** shall be subrogated to all the rights of the party to whom payments are made. Subrogation shall not impair the right of the lienholder to recover the full amount of its claim.

Misrepresentations

IF **YOU MISREPRESENT** ANY FACT OR CIRCUMSTANCE THAT AFFECTS THE ELIGIBILITY OF A RISK, CONTRIBUTES TO A LOSS, OR RESULTS IN A PREMIUM LOWER THAN THAT WHICH WOULD HAVE BEEN CHARGED IF TRUE AND COMPLETE REPRESENTATIONS HAD BEEN MADE, **WE** RESERVE THE RIGHT TO RESCIND THE POLICY AND DENY COVERAGE, EXCEPT FOR COVERAGE TO INJURED THIRD PARTIES UNDER PART I — LIABILITY COVERAGE OF THIS POLICY.

In Witness Whereof, **we** have caused this policy to be signed by its President and Secretary, and, if required by state law, this policy shall not be valid unless countersigned by **our** authorized representative.

Jack Ramirez
PRESIDENT

Charles J. Grimsley
SECRETARY

NOTICE OF OUR INFORMATION PRACTICES

As required by Public Law 91-508, Fair Credit Reporting Act, this is to inform **you** that as part of **our** procedure for processing and reviewing applications, new policies, renewal policies and policies currently in effect, a credit report, motor vehicle report or an investigative report may be obtained through personal interviews with third parties, such as family members, **business** associates, financial sources, friends, neighbors, or others with whom **you** are acquainted. This inquiry includes information as to **your** character, general reputation, personal characteristics, mode of living or driving history, whichever may be applicable. **You** have the right to make a written request to this company within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation and/or to dispute such information which **you** believe to be erroneous.

UNITED AUTOMOBILE INSURANCE COMPANY

ARKANSAS

Private Passenger Automobile Policy

Important. This insurance policy is a legal contract between **you** and **us**.

Please read your Arkansas automobile insurance policy carefully. It contains language that may restrict or exclude coverage. The policy specifically addresses who may use **your car** and under what conditions coverage will be afforded. In most cases, coverage is afforded to only those individuals shown on the **Declarations Page** or endorsed on the policy prior to a loss. This policy covers only the **car** insured and shown on the **Declarations Page**. This policy does not cover **Personal Injury Protection**, **Medical Payments** or **Comprehensive** and **Collision** coverage when **your insured car** in being operated, driven or in control of an **underage driver**, an **unlicensed driver**, or an **undisclosed driver**.

Mailing Address
PO Box 815009
Dallas, TX 75381
(800) 450-8247

UAIC-AR POL 05/12/08

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AGREEMENT

In return for **your** premium payment and subject to the terms and conditions of this policy, **we** will insure **you** for the coverages up to the limits of liability for which a premium is shown on the **Declarations Page** of this policy. This insurance applies only to **car accidents** and losses which happen while this policy is in force. THIS POLICY IS ISSUED BY **US** IN RELIANCE UPON THE STATEMENTS WHICH **YOU** MADE IN **YOUR** APPLICATION FOR INSURANCE. IF **YOU** HAVE MADE ANY FALSE STATEMENTS IN **YOUR** APPLICATION, THIS POLICY MAY NOT PROVIDE ANY COVERAGE.

WHAT TO DO IN CASE OF A CAR ACCIDENT OR LOSS

Notice of Car Accident or Loss

In the event of a **car accident** or loss, notice must be given to **us** immediately. The notice must give the time, place and circumstances of the **car accident** or loss, including **your** name and address and that of any involved persons and witnesses. The information which **you** give to **us** must be truthful and accurate.

Other Duties

An **insured person** claiming any coverage under this policy must also:

(1) Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
(2) Immediately send **us** any legal papers or other papers received relating to claim or lawsuit.
(3) Submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
(4) Authorize **us** to obtain medical, wage and other records.
(5) Submit to examinations under oath or provide such sworn statements as often as **we** may reasonably require.
(6) Avoid making any voluntary payments except at **your** own expense, or any obligation or incurring any expense other than for first aid for others necessary at the time of the **car accident**.
(7) Promptly complete and return any forms **we** send to **you**.

An **insured person** claiming Uninsured Motorists Coverage must notify the police within 24 hours of the accident if a hit-and-run driver is involved.

If any claim is presented due to any accident involving **your insured car**, **you** must make the **car** available for **our** inspection before its repair or disposal.

An **insured person** claiming **Car** Damage Coverage must also:

(1) Provide **us** with sworn proof of loss within 60 days from the date of loss unless more time is allowed by **us** in writing.
(2) Take reasonable steps after loss to protect **your insured car** and its equipment from further loss. **We** will pay reasonable expenses incurred in providing that protection. If **you** fail to take reasonable steps to protect **your insured car**, any additional loss because of **your** failure will not be covered.
(3) Immediately report any theft of **your insured car** or its equipment to the police.
(4) Allow **us** to inspect and appraise the damage to **your insured car** before its repair or disposal. If **you** do not comply with this duty, **we** may have the right to refuse to provide such coverage, or **your** loss payment may be substantially reduced.

If any **insured person** claiming any coverage under this policy fails to perform any of the duties required by this policy, **we** may refuse to provide any protection or coverage.

DEFINITIONS USED THROUGHOUT THIS POLICY

(1) "**We**", "**us**" and "**our**" mean the Company shown on the **Declarations Page** providing this insurance.
(2) "**You**" and "**your**" mean the person shown as the named insured on the **Declarations Page** and that person's spouse if residing in the same household.
(3) "Aftermarket Parts" means
(3) "**Auto Business**" means the **business** or occupation of selling, repairing, servicing, storing, parking, transporting, delivering, testing, road testing or repossessing **cars**.

(4) "**Bodily Injury**" means bodily injury to, or sickness, disease or death of any person.
(5) "**Business**" means trade, profession, occupation, course of employment, job, or commercial use of any kind
(6) "**Car**" means:
(A) A four-wheeled land **motor vehicle** weighing 5,000 pounds or less of the private passenger sedan, station wagon, mini van or jeep type, licensed for use on public roads; or
(B) A four-wheeled land **motor vehicle** with a rated load capacity of 2,000 pounds or less of the pickup, sport utility, van, or panel truck type, licensed for use on public roads, provided it Is not used for any commercial purposes.
(7) "**Car Accident**" means an **accident** involving a **motor vehicle**, which is both unexpected or unintended, involving **bodily injury** or **property damage** or damage to **your insured car**.
(8) "**Declarations Page**" means the document **you** receive from **us** listing the types of coverage **you** have selected, the limit for each coverage, the cost for each coverage, the **deductibles**, the specified autos covered by this policy, the types of coverage for each such **auto**, the named insured(s) and driver(s) and other information applicable to this policy.
(9) "**Excluded Driver**" means any resident or temporary resident of **your** household who has signed an exclusion form acknowledging no liability or obligation of any kind shall be extended by this policy if an excluded driver is operating **your insured car**.
(10) "**Insurable Interest**" means any lawful or substantial economic interest in the non-occurrence of the event insured against.
(11) "**Motor vehicle**" means a land **motor vehicle** or a **utility trailer**, but does not mean a vehicle:
(A) Operated on rails or crawler-treads.
(B) Which is a farm type tractor or equipment designed for use principally off public roads when not used on public roads.
(C) Which is an all-terrain or other recreational vehicle type, not licensed for use on public roads and is designed for use principally off public roads, when not used on public roads.
(D) Being used as a residence or premises.
(E) Having less than four (4) wheels.
(12) "**Occupying**" means in, on, entering, or alighting from.
(13) "**Property damage**" means damage to or destruction of tangible property, including loss of its use.
(14) "**Punitive or Exemplary Damages**" means damages assessed to punish a person or to deter the person and others from committing willful, or wanton, or intentional acts.
(15) "**Racing**" means participating in any race, speed, demolition, stunt, or timed contest or activity, whether organized or not. **Racing** includes preparation for the contest or activity.
(16) "**Regular use**" means authorized use of a **car** without being required to ask permission each time it is used or with recurring use of a **car**.
(17) "**Relative**" means a person living in **your** household related to **you** by blood, marriage or adoption, including a ward or foster child. Any **relative** must be listed on the **application** or endorsed on the policy prior to a **car accident** or loss.
(18) "**Resident**" means a person living in **your** household, other than **you** or a **relative**. Any **resident** must be listed on the **application** or endorsed on the policy prior to a **car accident** or loss.
(19) "**State**" means the District of Columbia, and any **state**, territory or possession of the United States.
(20) "**Underage driver**" means any person who is under the minimum age to obtain a license or permit to operate a private passenger car in the state in which the motor vehicle is registered.
(21) "**Unlicensed driver**" means any named insured, household resident, or permissive driver during a period of driver's license suspension or revocation.
(22) "**Utility trailer**" means a vehicle designed to be towed by a **car** and includes a farm wagon or farm implement while being towed by a **car** on the public roads. **Utility trailer** does not include a trailer used as a home, store, office, or for display or other commercial purposes, or as a passenger trailer.
(23) **"Your insured car"** means:
(A) Any **car you** own described on the **Declarations Page** and any **car you** replace it with. A replacement **car** will have the same coverage as the **car** it replaced. If **you** want coverage to apply to a replacement **car**, **you** must, however, notify **us** within 20 days of its acquisition. **You** must pay any additional premium charges for coverage for the replacement **car**.

(B) Any additional **car** of which **you** acquire ownership during the policy period, provided **we** insure all other **cars you** own on the date **you** acquire the additional **car**. For coverage to apply under Part I — Liability coverage, **you** must, however, notify **us** within 20 days of its acquisition. **Car** Damage Coverage will apply to the additional **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay any additional premium charges for coverage for the additional **car**.

(C) Any **car** not owned by **you** while being used temporarily with the permission of the owner as a temporary

substitute for any other **car** described in the **Declarations Page** because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction, except for collision or comprehensive coverage under Part VII — **Car** Damage Coverage of this policy.

If the temporary substitute vehicle is provided to **you** or a **relative** by a duly licensed automobile dealer, collision or comprehensive coverage under Part VII — **Car** Damage Coverage of this policy applies to the extent coverage is provided under Part VII — **Car** Damage Coverage of this policy to the **car** being substituted.

(D) Any **utility trailer you** own, or any **utility trailer** not owned by **you** while being used with permission of the owner, except for collision or comprehensive under Part VII - **Car** Damage Coverage of this policy.

(24) "**MISREPRESENT**" OR "**MISREPRESENTATIONS**" MEAN REPRESENTATION OF INFORMATION TO **US** DURING THE APPLICATION FOR COVERAGE AND DURING THE POLICY PERIOD THAT IS KNOWN BY **YOU** TO BE FALSE OR MISLEADING AND AFFECTS EITHER THE ELIGIBILITY FOR COVERAGE AND/OR PREMIUM THAT IS CHARGED. THIS ALSO INCLUDES CONCEALMENT OF SUCH INFORMATION RELEVANT TO THE APPLICATION AND THE MAINTENANCE OF COVERAGE ONCE THE POLICY IS IN FORCE.

PART I - LIABILITY COVERAGE

This coverage applies only if a premium is shown for this coverage on the **Declarations Page**.

We will pay damages for which any **insured person** is legally liable because of **bodily injury** and/or **property damage** caused by a **car accident** arising out of the ownership, maintenance or use of a **car** or **utility trailer**. **We** will settle any claim or defend any lawsuit which is payable under the policy, as **we** deem appropriate.

We have no duty to defend any suit or settle any claim for **bodily Injury** or **property damage** not covered under this policy.

OUR DUTY TO SETTLE OR DEFEND ENDS WHEN **OUR** LIMIT OF LIABILITY FOR THIS COVERAGE HAS BEEN PAID.

Additional Definitions Used In This Part Only

As used in this Part, **"insured person"** or **"insured persons"** means:

(1) **You,** a **relative** or a **resident**.
(2) Any person using **your insured car** with **your** permission.
(3) Any person or organization with respect only to legal liability for acts or omissions of:
  (A) Any person covered under this Part while using **your insured car**, or
  (B) **You** under this Part while using any **car** or **utility trailer** other than **your insured car** if the **car** or **utility trailer** is not owned or hired by that person or organization.

NO PERSON SHALL BE CONSIDERED AN **INSURED PERSON** IF THE PERSON USES A **CAR** OR **UTILITY TRAILER** WITHOUT THE PERMISSION OF THE OWNER.

The following persons are not **insured persons** for this coverage:
(1) The United States Government or any other government or civil authority, or any other level of the government; and
(2) Any person operating a **motor vehicle** as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

Additional Payments

We will pay, in addition to **our** limit of liability:

(1) All costs **we** incur in the settlement of any claim or defense of any lawsuit.
(2) Interest on damages awarded in any lawsuit **we** defend accruing after entry of judgment and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of liability.
(3) Premiums on appeal bonds and attachment bonds required in any lawsuit **we** defend. **We** will not pay the

premium for an attachment bond that is more than **our** limit of liability. **We** have no duty to apply for or furnish bonds.

(4) Up to $50 a day that **you** actually lose when **you** miss work, but not other income, when **we** ask **you** to attend trials or hearings.

(5) Necessary expenses incurred for first aid for others at the time of the **car accident** because of **bodily injury** covered by this Part.

(6) Any other reasonable expenses incurred at **our** specific request.

To receive a Supplementary Payment under this section, **you** must submit a claim and provide proof of entitlement thereto.

Exclusions

This coverage and **our** duty to defend does not apply to:

(1) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense **car** pools.

(2) **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured person**.

(3) **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy liability insurance. This exclusion applies even if the limits of that insurance are exhausted.

(4) **Bodily injury** to an employee or a fellow employee of an **insured person** arising during the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

(5) **Bodily injury** or **property damage** resulting from **auto business** operations.

(6) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle, including **your insured car**, in the course of any **business**. This exclusion does not apply if **business** use is disclosed to and accepted by **us**.

(7) Damage to property owned by, rented to, or being transported by, used by, or in the charge of an **insured person**, except damage to a private residence or garage **you** rent. A **motor vehicle** operated by an **insured person** shall be considered to be property in the charge of an **insured person.**

(8) **Bodily injury** or **property damage** assumed by an **insured person** under any contract or agreement.

(9) **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of **your insured car** while it is being leased or rented to others.

(10) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any **motor vehicle** with more than or less than four wheels.

(11) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by, or furnished or available for **regular use** by **you**, a **relative** or a **resident**.

(12) **Bodily injury** to **you**.

(13) **Bodily injury** or **property damage** caused while **your insured car** is used in or preparing for any **racing**, speeding, stunt, performance or demolition contest

(14) **Bodily injury** or **property damage** arising out of the loading or unloading of any **car**. This exclusion does not apply to **you** or a lessee or bailee of any **car** or employee of any such person.

(15) **Bodily injury** or **property damage** resulting while **your insured car** is being operated by an **excluded driver.**

(16) **Bodily injury** or **property damage** if **you** do not have an **insurable interest** in **your insured car**.

(17) **Bodily injury** or **property damage** if **your insured car** is being used without the permission of the owner of the vehicle.

(18) **PUNITIVE OR EXEMPLARY DAMAGES**.

Conformity with Financial Responsibility Laws

IF **WE** CERTIFY THIS POLICY AS PROOF OF COMPLIANCE UNDER ANY FINANCIAL RESPONSIBILITY LAW, IT WILL COMPLY WITH THAT LAW TO THE EXTENT OF THE COVERAGE REQUIRED BY THE LAW. **YOU** MUST REIMBURSE **US** IF **WE** HAVE TO MAKE A PAYMENT THAT **WE** WOULD NOT HAVE HAD TO MAKE IF THIS POLICY WERE NOT CERTIFIED.

Out of State Insurance

If an **insured person** becomes subject to the financial responsibility law or the compulsory insurance law or similar laws of another **state** because of the ownership, maintenance or use of **your insured car** in that state, **we** will interpret this policy to provide any broader coverage required by those laws. Any broader coverage so afforded shall be reduced to the extent that other automobile liability coverage applies. No person may, in any event, collect more than once for the same elements of loss.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** subject to the following:

(1) The bodily injury liability limit for 'each person' is the maximum amount **we** will pay to any one person for **bodily injury** to one person in any one **car accident**, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.
(2) Subject to the bodily injury liability limit for 'each person', the bodily injury liability limit for "each accident' is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident**, including all spousal claims, claims for **car**e and loss of services, loss of companionship, loss of society and loss of consortium.
(3) The property damage liability limit for "each accident' is the maximum amount **we** will pay for all damage to all property in any one **car accident**.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making claims.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

If someone in Alaska sues **you** in Alaska and **you** lose that lawsuit, the court under "Alaska Civil Rule 82' may award fees to the prevailing party's attorney. When **we** defend any such suit in Alaska, **we** will not pay that portion of those fees which, when combined with judgments and payments, exceeds the limits of liability shown on the **Declarations Page**

Separate Application of This Coverage

This coverage applies separately to each **insured person** against whom a claim is made or lawsuit is brought, except with respect to the limits of liability.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that the limits of liability bear to the total of all applicable limits. For coverage afforded under this Part for a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance.

PART II – PERSONAL INJURY PROTECTION COVERAGE

Insuring Agreement – Medical and Hospital Benefits Coverage
This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

We will pay for reasonable and necessary medical and hospital benefits up to the limit shown on the Declarations Page because of **bodily injury**:
(1) Sustained by an **insured person**;
(2) Caused by a **car accident**; and
(3) Arising out of the ownership, maintenance or use of a **motor vehicle**.

Insuring Agreement – Income Disability Benefits Coverage
This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

We will pay for income disability benefits because of **bodily injury**:

(1) Sustained by an **insured person**;
(2) Caused by a **car accident**; and
(3) Arising out of the ownership, maintenance or use of a **motor vehicle**.

Insuring Agreement – Accidental Death Benefits Coverage
This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

We will pay the limit stated on the **Declarations Page** if an **insured person** dies within one year of the date of an **car accident** as a result of **bodily injury**:

(1) Caused by a **car accident**; and
(2) Arising out of the ownership, maintenance or use of a **motor vehicle**.

Additional Definitions Used in This Part Only

When used in this Part II:

(1) "**Income disability benefits**" means loss of income from work the **insured person** would have performed had the **insured person** not sustained **bodily injury**. However if the insured person is a non-income earner, **income disability benefits** means expenses reasonably incurred for essential services in lieu of those the **insured person** would have performed without income had the **insured person** not sustained **bodily injury**. **Income disability benefits** apply only to the period beginning eight days after the date of the accident and not exceeding 52 weeks. **Income disability benefits** do not include any loss or expense after the death of the **insured person**.
(2) "**Insured person**" and "**insured persons**" mean:
(A) **you** or any **relative**; and
(B) any other person:
(i) while **occupying your insured car**; or
(ii) when struck by a **covered auto** while a pedestrian, bicyclist, or motorcyclist, or while riding on an animal or in a horse-drawn wagon or cart.
(3) "**Medical and hospital benefits**" means all reasonable and necessary expenses for medical, hospital, nursing, dental, surgical, ambulance, funeral and prosthetic services incurred within 24 months after the accident. Expenses for hospital charges are limited to semiprivate accommodations.

EXCLUSIONS

This coverage and **our** duty to defend does not apply to **bodily injury**:
(1) sustained by any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible automobile insurance policy providing the minimum personal injury protection coverages required bylaw;
(2) sustained by any person who intentionally caused such **bodily injury**;
(3) sustained by any person while in the commission of a felony or while seeking to elude lawful apprehension or arrest by a law enforcement official;
(4) to the extent benefits are paid or payable under any workers' compensation law, disability benefits law or similar law. This exclusion does not apply to **Accidental Death Benefits Coverage**;
(5) to any person resulting from, or sustained during practice or preparation for:
(A) any pre-arranged or organized racing, stunting, speed, or demolition contest or activity; or
(B) any driving activity conducted on a permanent or temporary racetrack or racecourse;
(6) sustained by any person while **occupying** or when struck by any vehicle owned by **you** or furnished or available for **your regular use**, other than **your insured car** for which this coverage has been purchased;
(7) sustained by any person while **occupying** or when struck by any vehicle owned by a **relative** or furnished or available for the **regular use** of a **relative**, other than a **your insured car** for which this coverage has been purchased. This exclusion does not apply to **your** maintenance or use of such vehicle;

(8) sustained by any person while **occupying** any **vehicle** or **utility trailer** while located for use as a residence or premises;
(9) sustained by any person while **occupying your insured car** while it is being used:
  (A) to carry persons or property for compensation or a fee; or
  (B) for retail or wholesale delivery, including, but not limited to, the pickup, transport, or delivery of magazines, newspapers, mail, or food.
  This exclusion does not apply to shared-expense car pools;
(10) arising out of an accident involving any vehicle while being maintained or used by a person while employed or engaged in any **auto business**. This exclusion does not apply to **you**, a **relative**, or an agent or employee of **you** or a **relative**, when using **your insured car**;
(11) due to a nuclear reaction or radiation;
(12) for which insurance:
  (A) is afforded under a nuclear energy liability insurance contract; or
  (B) would be afforded under a nuclear energy liability insurance contract but for its termination upon exhaustion of its limit of liability;
(13) caused directly or indirectly by:
  (A) war (declared or undeclared) or civil war;
  (B) warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack; or
  (C) insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts;
(14) caused directly or indirectly by:
  (A) any accidental or intentional discharge, dispersal, or release of radioactive, nuclear, pathogenic, or poisonous biological material; or
  (B) any intentional discharge, dispersal, or release of chemical or hazardous material for any purpose other than its safe and useful purpose; or
(15) to **you** or a **relative** while **occupying** any vehicle, other than **your insured car**, without the permission of the owner of the vehicle or the person in lawful possession of the vehicle.
(16) to **you** or a **relative** while **occupying your insured car**, while it is operated, driven or in the control of an **excluded driver**, an **unlicensed driver**, an **underage driver** or an undisclosed driver.

Limits of Liability

The limits of liability shown on the **Declarations Page** for the coverages provided under this Part II - Personal Injury Protection Coverage is the most **we** will pay for each **insured person** in any one accident, regardless of the number of:

(1) claims made;
(2) **covered autos**;
(3) **insured persons**;
(4) lawsuits brought;
(5) vehicles involved in the accident; or
(6) premiums paid.

The limit of liability for Medical and Hospital Benefits is shown on the **Declarations Page**.
The limit of liability for Accidental Death Benefits is shown on the **Declarations Page**.

The limit of liability for Income Disability Benefits is:

(1) 70% of the loss of gross income per week, not to exceed $140 per week, if the **insured person** earned income from work at the time of the accident; or
(2) $70 per week, or any fractional part of a week, if the **insured person** did not earn income from work at the time of the accident.

In determining the amount payable under this Part II, the amount of damages sustained by the **insured person** due to **bodily injury** will be reduced by all sums paid or payable for the same elements of damages under:

(1) Part I - Liability To Others; and

(2) Part IV - Uninsured Motorist Bodily Injury Coverage; and
(3) Part VI – Underinsured Motorist Bodily Injury Coverage.

Other Insurance

(1) With respect to **bodily injury** sustained by a **relative**, any Medical And Hospital Benefits Coverage or Income Disability Benefits Coverage afforded by this Part II shall be excess over any other similar coverage provided by a **motor vehicle** insurance policy under which the **relative** is a named insured.
(2) If **you** or a **relative** are insured under any other **motor vehicle** insurance policy providing coverage for income disability benefits or similar coverage, the most that **you** or a **relative** may recover for **income disability benefits** shall not exceed the amount payable under the policy providing the highest limits of liability.
(3) No coverage will be provided under this Part II for any person, other than **you** or a **relative**, who is a named insured or additional insured under any other valid and collectible **motor vehicle** insurance policy providing the minimum personal injury protection coverages required by law.

Subject to 1, 2, and 3 above, it there is other applicable personal injury protection 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.

No one shall be entitled to recover duplicate payments for **income disability benefits** or **medical and hospital benefits** under this or any other **motor vehicle** insurance policy.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Payment of Benefits

We may pay the **insured person**, the person providing medical services or the person responsible for the payment of the medical expenses.

Our Rights To Recover Payment

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under this Part no longer exist.

PART III - MEDICAL PAYMENTS COVERAGE

This coverage applies only if a premium is shown for the coverage on the **Declarations Page**.

This coverage does not apply at all if there is any Personal Injury Protection Coverage in effect at the time of the loss.

We will pay reasonable expenses incurred within one year from the date of **car accident** for necessary medical and funeral services because of **bodily injury** sustained by an **insured person** and caused by a **car accident.**

Additional Definitions Used In This Part Only

As used in this part, "**insured person**" or "**insured persons**" means:

(1) **You** while **occupying your insured car.**

(2) **You** as a pedestrian when struck by a motor vehicle or **utility trailer.**
(3) Any other person while **occupying your insured car** while the **car** is being used by **you** or another person with **your** permission.

Exclusions

This coverage does not apply to **bodily injury** to any person:

(1) Sustained while **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(2) Sustained while **occupying** any vehicle being used as a residence or premises.
(3) Sustained while **occupying** a **motor vehicle** with more than or less than four wheels.
(4) Sustained while **occupying** or when struck by any vehicle, other than **your insured car**, which is owned by or furnished or available for **regular use** by **you**.
(5) Sustained while **occupying** a vehicle other than an **insured car** while the vehicle is being used in the **business** or occupation of an **insured person**.
(6) Occurring during the course of employment if benefits are payable or required to be provided under a workers' compensation law, disability benefits or other similar laws.
(7) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive contamination, **or by any** consequence of these.
(8) Sustained while **your insured car** is being used in or to prepare for any **racing**, speed, stunt, performance or demolition contest.
(9) Caused by conduct intentionally designed to cause injury to **you, any insured person**, or any other person.
(10) Sustained while **your insured car** is being used to commit a felony or for any other purpose which is legally recognized to be criminal.
(11) Sustained while **occupying your insured car** without a reasonable belief that the person is entitled to do so.
(12) Sustained while **your insured car** is being operated by an **excluded driver**.
(13) Sustained while **your insured car** is being operated by an **underage drive**, **unlicensed driver** or **undisclosed driver**.

Limits of Liability

We will pay no more than the limits of liability shown for this coverage on the **Declarations Page** for each person injured in any one **car accident** regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

Any amount paid under this part shall reduce any amount paid or payable under Part I – Liability, Part IV - Uninsured Motorists Bodily Injury Coverages or Part VI – Underinsured Motorists Bodily Injury Coverage of this policy.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Other Insurance

This Medical Payments Coverage is excess over any other applicable insurance.

Payment of Benefits

We may pay the **insured person**, the person providing medical services or the person responsible for the payment of the medical expenses.

Our Rights To Recover Payment

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under this Part no longer exist.

PART IV — UNINSURED MOTORISTS BODILY INJURY COVERAGE

This coverage applies only if there is a premium shown for the coverage on the **Declarations Page**.

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**. If no agreement is reached, the decision will be made by arbitration.

If a lawsuit is brought by any **insured person** to determine legal liability or damages**, we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

Additional Definitions Used in This Part Only

As used in this Part:

(1) **"Insured person"** means:

(A) **You**.
(B) Any other person **occupying your insured car** with **your** permission.
(C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

(2) **"Uninsured motor vehicle"** means a **motor vehicle** which is**:**

(A) Not insured by a bodily injury liability bond or policy at the time of the **car accident**.
(B) A hit-and-run vehicle whose operator or owner is unknown and which strikes:
  (i) **You**.
  (ii) A vehicle which **you** are **occupying**.
  (iii) **Your insured car**.
  There must be actual physical contact with the hit-and-run vehicle.
(C) Insured by a bodily injury liability bond or policy at the time of the accident but the insurer denies coverage or is or becomes insolvent.

"Uninsured motor vehicle" does not mean a vehicle:

(A) Owned by or furnished or available for the **regular use** of **you**, a **resident** or a **relative.**
(B) Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier or similar law.
(C) Owned by a governmental unit or agency.

Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:

(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent
(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(4) While occupying your insured car while it is operated, driven or in the control of an **excluded driver**.
(5) FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** further defined as follows:

(1) The bodily injury limit for "each person" is the maximum amount **we** will pay to any one person for **bodily injury** to any one person in any one **car accident,** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.
(2) Subject to the bodily injury limit for "each person", the bodily injury liability limit for "each accident is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the accident.

Any amounts payable will be reduced by:

(1) Any payments made by or on behalf of the owner or operator of the **uninsured motor vehicle**, or any other person or organization which may be legally liable.
(2) Any payments made under Part I - Liability Coverage, Part II – Personal Injury Protection Coverage or Part III - Medical Payments Coverage of this policy.
(3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. But, when an **insured person** is **occupying** a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance and this coverage shall then apply only in the amount by which the limits of liability for this coverage exceeds the applicable limits for such other insurance.

Arbitration

If **we** and an **insured person** claiming coverage under this Part do not agree:

(1) Whether that person is legally entitled to recover damages under this Part; or
(2) As to the amount of such damages;

and we mutually agree to arbitration prior to the expiration of the uninsured motorist bodily injury statute of limitations in the state in which the event occurred, then this will be determined by non-binding arbitration. With

arbitration, each party will select an arbitrator unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third; if the two arbitrators cannot agree on the third within thirty days, either party may request selection be made by a judge or court having jurisdiction.

Each party will:

(1) Pay the expenses they incur, and
(2) Bear the expenses of the single arbitrator, equally.
(3) Bear the expenses of the third arbitrator, equally, if two arbitrators are used and a third is selected.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resided at the time the policy was purchased. Local rules of procedure and evidence will apply. A decision agreed to by two of the arbitrators, or the single arbitrator, shall be binding as to:

(1) Whether the **insured person** is legally entitled to recover damages; and/or
(2) The amount of said damages, subject to **our** limits of liability, and excluding punitive or exemplary damages. Any award which exceeds the limits of liability or which includes punitive or exemplary damages shall be beyond the arbitrator's scope of authority.

If an award does exceed **our** limits of liability, either party may demand the right to trial. Such demand must be made within 60 days of the arbitrator's decision, or such lesser time as provided by the rules of civil procedure for the jurisdiction where the arbitration occurs.

WE WILL NOT PAY **PUNITIVE OR EXEMPLARY DAMAGES** WHICH THE **INSURED PERSON** MAY BE LEGALLY ENTITLED TO COLLECT. NO VALID ARBITRATION AWARD SHALL INCLUDE AMOUNTS FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Action Against Us

An **insured person** must fully comply with all of the terms of this policy before any action can be taken against **us**.

An **insured person** has no cause of action unless that person has given **us** written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company within three years after the earliest of:

(1) The date the person knows the tortfeasor is uninsured. Or,
(2) The date the person knows or should have known that coverage was denied by the tortfeasor's insurer. Or,
(3) The date the person knows or should have known of the insolvency of the tortfeasor's insurer.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Our Recovery Rights

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom payment was made against another.

PART V – UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE

This coverage applies only if there is a premium shown for this coverage on the **Declarations Page**.

We will pay damages for **property damage** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **property damage** must be caused by a **car accident** and result

from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**.

If a lawsuit is brought by any **insured person** to determine legal liability or damages, **we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

Additional Definitions Used In This Part Only

The following provision is added to Definition (1):

(1) "**Insured person**" means any person for damages that person is entitled to recover because of **property damage** to **your Insured car**.
(2) "**Uninsured motor vehicle**" means a **motor vehicle** which is:

(A) Not insured by a property damage liability bond or policy at the time of the **car accident**.
(B) Insured by a liability bond or policy at the time of the **car accident**, but which provides property damage liability limits less than the minimum property damage liability limits required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.
(C) A hit-and-run vehicle whose operator or owner is unknown and which strikes:
(i) A vehicle which **you** or a **relative** are **occupying**; or
(ii) **Your insured car**.
There must be actual physical contact with the hit-and-run vehicle.
(D) Insured by a property damage liability bond or policy at the time of the **car accident** but the insurer denies coverage or is or becomes insolvent within one year after the **car accident.**

"**Uninsured motor vehicle**" does not mean a motor vehicle:

(A) Owned by or furnished or available for the **regular use** of **you** or a **relative**.
(B) Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor **car**rier or similar law, except a self-insurer which is or becomes insolvent within one year after the **car accident**.
(C) Owned by a governmental unit or agency.
(3) "**Property damage**" means:

(A) Injury to; or
(B) Destruction of; or
(C) Reasonable expenses for loss of use of;
your insured car. However, **property damage** does not include injury to, or destruction of, or loss of use of any property while contained in **your insured car**.
(4) "**Actual cash value**" means the market value or replacement cost less physical depreciation of the damaged property.
(5) "**Like kind and quality part**" includes, but is not limited to, a replacement part for any vehicle that is obtained from another vehicle.
(6) "**Aftermarket Part**" means a replacement part not made by the original equipment manufacturer (OEM).

Exclusions

This coverage does not apply to **property damage** sustained by an **insured person**:

(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent
(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(4) FOR **PUNITIVE OR EXEMPLARY DAMAGES**
(5) For the first $200 of the amount of **property damage** to **your insured car**. This exclusion (6) does not apply if:
(A) **We** insure **your insured car** for both, **collision** coverage and Uninsured Motorists Property Damage Coverage; and

(B) The operator of the **uninsured motor vehicle** is positively identified and is solely at fault.
(6) Which directly or indirectly benefits any insurer of property.
(7) While occupying your insured car while it is operated, driven or in the control of an **excluded driver**.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** further defined as follows:

(1) The property damage liability limit for "each accident" is the maximum amount **we** will pay for all **property damage** to all property in any one **car accident**. Subject to this maximum, **our** limits of liability for **property damage** will be the lesser of:
(A) The **actual cash value** of **your insured car** or if the loss is a part thereof, the **actual cash value** of such part; or
(B) The amount necessary to repair or replace **yourinsured car** or if the loss is a part thereof, the amount necessary to repair or replace such part with **aftermarket parts** or property of **like kind and quality**.

We will pay no more than these maximums regardless of:

(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

No one will be entitled to receive duplicate payments for the same elements of loss:

(1) Under Uninsured Motorists Property Damage Coverage and:

(A) Part I — Liability Coverage;
(B) Part VII — **Car** Damage Coverage.

PART VI – UNDERINSURED MOTORIST BODILY INJURY COVERAGE

This coverage applies only if there is a premium shown for this coverage on the **Declarations Page**.

we will pay for damages that an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle** for **bodily injury**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**. If no agreement is reached, the decision will be made by arbitration.

If a lawsuit is brought by any **insured person** to determine legal liability or damages**, we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

We will pay under this Part V only after the limits of liability under all applicable bodily injury liability bonds and policies have been exhausted by payment of judgments or settlements.

Additional Definitions Used in This Part Only

As used in this Part:

(1) **"Insured person"** means:
(A) **You**.
(B) Any other person **occupying your insured car** with **your** permission.
(C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another

occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

(2) **"Underinsured motor vehicle"** means a **motor vehicle** which is**:**
(A) Insured by a liability bond or policy at the time of the **car accident**, but the liability coverage is insufficient to cover the damages incurred by the insured..

"Underinsured motor vehicle" does not mean:
(1) a **motor vehicle** that is covered under the liability coverage of the same policy that also contains the underinsured motorist coverage;
(2) an uninsured **motor vehicle**;
(3) a **motor vehicle** owned or leased by:
(A) The named insured;
(B) The named insured's spouse;
(C) Any dependant of the named insured; or
(D) Any **relative** or **resident** of the named insured.

Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:
(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent
(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(4) While occupying your insured car while it is operated, driven or in the control of an **excluded driver**.
(5) FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Limits of Liability

The limits of liability shown on the **Declarations Page** are the maximum amounts **we** will pay for any one **car accident,** further defined as follows:
(1) The **bodily injury** limit for "each person" is the maximum amount **we** will pay to any one person for **bodily injury** to any one person in any one **car accident,** including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.
(2) Subject to the bodily injury limit for "each person", the bodily injury liability limit for "each accident is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident**
including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

We will pay no more than these maximums regardless of:
(1) The number of vehicles described or premiums shown on the **Declarations Page**.
(2) The number of **insured persons**.
(3) The number of claims made or lawsuits filed.
(4) The number of claimants making a claim.
(5) The number of policies issued by **us**.
(6) The number of vehicles involved in the **car accident**.

Any amounts payable will be reduced by:
(1) Any payments made by or on behalf of the owner or operator of the **underinsured motor vehicle**, or any other person or organization which may be legally liable.
(2) Any payments made under Part I - Liability Coverage, Part II - Personal Injury Protection Coverage or Part III - Medical Payments Coverage of this policy.
(3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. But, when an **insured person** is **occupying** a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance and this coverage shall then apply only in the amount by which the limits of liability for this coverage exceeds the applicable limits for such other insurance.

Arbitration

If **we** and an **insured person** claiming coverage under this Part do not agree:

(1) Whether that person is legally entitled to recover damages under this Part; or
(2) As to the amount of such damages;

and we mutually agree to arbitration prior to the expiration of the underinsured motorist bodily injury statute of limitations in the state in which the event occurred, then this will be determined by non-binding arbitration. With arbitration, each party will select an arbitrator unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third; if the two arbitrators cannot agree on the third within thirty days, either party may request selection be made by a judge or court having jurisdiction.

Each party will:

(1) Pay the expenses they incur, and
(2) Bear the expenses of the single arbitrator, equally.
(3) Bear the expenses of the third arbitrator, equally, if two arbitrators are used and a third is selected.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resided at the time the policy was purchased. Local rules of procedure and evidence will apply. A decision agreed to by two of the arbitrators, or the single arbitrator, shall be binding as to:

(1) Whether the **insured person** is legally entitled to recover damages; and/or
(2) The amount of said damages, subject to **our** limits of liability, and excluding punitive or exemplary damages. Any award which exceeds the limits of liability or which includes punitive or exemplary damages shall be beyond the arbitrator's scope of authority.

If an award does exceed **our** limits of liability, either party may demand the right to trial. Such demand must be made within 60 days of the arbitrator's decision, or such lesser time as provided by the rules of civil procedure for the jurisdiction where the arbitration occurs.

WE WILL NOT PAY **PUNITIVE OR EXEMPLARY DAMAGES** WHICH THE **INSURED PERSON** MAY BE LEGALLY ENTITLED TO COLLECT. NO VALID ARBITRATION AWARD SHALL INCLUDE AMOUNTS FOR **PUNITIVE OR EXEMPLARY DAMAGES**.

Action Against Us

An **insured person** must fully comply with all of the terms of this policy before any action can be taken against **us**.

An **insured person** has no cause of action unless that person has given **us** written notice of an intent to pursue a claim for Uninsured Motorist Coverage against the company within three years after the earliest of:
(1) The date the person knows the tortfeasor is uninsured. Or,
(2) The date the person knows or should have known that coverage was denied by the tortfeasor's insurer. Or,
(3) The date the person knows or should have known of the insolvency of the tortfeasor's insurer.

Proof of Claim: Medical Reports

The **insured person** making claim under this coverage shall promptly provide written proof of claim including full details of the injuries and the treatment and any other reasonable information that we may need to determine the amount payable. All **insured persons** that are making claims shall submit to any reasonable questioning under oath concerning any claim made under this policy.

The **insured person** shall submit to physical examinations by the doctors chosen by us at the time we select and as often as we may reasonably require. The **insured person** shall also provide us with consent that would allow us to obtain medical reports and copies of the records.

Our Recovery Rights

In the event of any payment under this policy, we are entitled to all of the rights of recovery of the person to whom payment was made against another.

PART VII - CAR DAMAGE COVERAGE

We will pay for **loss** to **your insured car** which is:

(1) Caused by **collision**, but only if a premium is shown for the coverage on the **Declarations Page**.
(2) Caused by **comprehensive**, but only if a premium is shown for the coverage on the **Declarations Page**.

Additional Definitions Used in This Part Only

As used in this Part:

(1) **"Collision"** means actual physical contact between **your insured car** and another object or upset of **your insured car.**
(2) **"Comprehensive"** means **loss** to **your insured car** not caused by **collision**. The following is considered **loss** caused by **comprehensive**, including, but not limited to:
   (A) Missiles or falling objects;
   (B) Fire;
   (C) Theft or larceny;
   (D) Explosion or earthquake;
   (E) Windstorm;
   (F) Hail, water or flood;
   (G) Malicious mischief or vandalism;
   (H) Riot or civil commotion;
   (I) Contact with bird or animal; or
   (J) Breakage of glass
   If breakage of glass results from a **collision**, **you** may elect to have it treated as a **loss** caused by **collision**.
(3) **"Loss"** means direct, sudden and accidental **loss** of or damage to **your insured car**, including its **covered equipment**.
(4) **"Covered Equipment"** means:
   (A) Any permanently installed equipment, parts, or accessories which were purchased as standard or optional equipment from the manufacturer of the vehicle.
   (B) Any permanently installed device designed for the recording or reproduction of sound, provided the device is installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio. The maximum **we** will pay for **loss** to the device and its accessories is $500.
(5) **"Regular Operator"** means any person who is a resident of **your** household who drives **your insured car.**
(6) **"Like kind and quality part"** includes, but is not limited to, a replacement part for any vehicle that is obtained from another vehicle.
(7) "**Aftermarket Part**" means a replacement part not made by the original equipment manufacturer (OEM).
(8) "**Betterment**" means a deduction for making an item better or adding value thereto.

Your Deductible

The deductible amount shown on the **Declarations Page** will be subtracted from payment of any **loss** covered under this Part.

Settlement of Loss

We may pay the **loss** in money or repair or replace damaged or stolen property. **We** may, at any time before the **loss** is paid or the property is replaced, return, at **our** expense, any stolen property either to **you** or to the address shown on the **Declarations Page**, with payment for the resulting damage less **betterment**. If **we** repair or replace the damaged or stolen property, **we** reserve the right to use **aftermarket parts** of **like kind and quality**. **We** may

keep all or part of the property salvage upon payment to **you** of its agreed or appraised value. **You** may not abandon the damaged property to **us**.

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 insured car** and **we** elect 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 Page**, all applicable taxes, license fees, and other fees actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

Appraisal

You or **we** may voluntarily agree to non-binding appraisal of the **loss**. Each will appoint and pay a competent and disinterested qualified appraiser, licensed, if the state provides. Other appraisal expenses will be shared equally. The appraisers, or a judge or a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by the two appraisers or either appraiser and the umpire will determine the amount payable.

Transportation Expenses

We will pay up to $15 per day, to a maximum of $225 for transportation expenses incurred by you. This applies only in the event of the total theft of **your insured car**. **We** will pay only transportation expenses that are incurred during the period:

1. Beginning 48 hours after the theft has been reported to **us** and to the police. And,
2. Ending when the whereabouts of **your insured car** becomes known to the **insured person** or to the company or **we** pay for its loss.

Storage

In the event **your insured car** is towed to a location where you are incurring storage charges as the result of a covered comprehensive or collision loss, we will pay up to $15.00 per day, not to exceed $90.00 for all of the storage charges if and only if **you** fully cooperate with us in arranging for the immediate release of **your insured car**.

Regular Operators

If, during the term of this policy, a person who:

(1) Was not listed on the application as a **regular operator** begins to drive **your insured car**; or
(2) Was listed on the application as an operator quits driving **your insured car**, **you** must notify **us**.

Notification must be given in writing and will begin as of the postmarked date on the envelop and may not be back dated. It may be given to **us** or to **our** duly authorized representative. If a premium difference results from the change in driver status, **we** will adjust **your** premium as of the date **you** notify **us** of the change.

Exclusions

This coverage does not apply to **loss**:

(1) To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.
(2) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or radioactive contamination, riot or commotion or any consequence of any of these.
(3) To television antennas, awnings, cabanas or any equipment designed to provide additional living or transportation facilities.
(4) To tapes, records, compact discs or other devices for use with equipment designed for the reproduction of sound.
(5) To custom paint, murals, paintings, or other decals or graphics.
(6) To equipment, parts and accessories which are not defined as **covered equipment** unless items are declared as permanently installed by the original equipment manufacturer (OEM) in or on **your car** and a specific premium is paid. The following are examples:

(A) Campers and custom enclosures for pickup trucks.
(B) Two-way radios (including citizen band radios), telephones or radio telephones, DVD players, CD player, scanning monitor receivers, television monitor receivers, video cassette recorders, audio cassette recorders, or personal computers.
(C) Any device designed for recording or reproduction of sound not defined as **covered equipment**.
(D) Custom chrome, alloy, aluminum or magnesium wheels.
(E) Custom wide tread tires and racing slicks.
(F) Any custom furnishings or equipment in or upon any pickup, panel truck, or van, including, but not limited to:
(i) Special carpeting and insulation, furniture, bars, or television receivers;
(ii) Facilities for cooking and sleeping;
(iii) Height-extended roofs;
(iv) Captain chairs; or
(v) Bed liners or toppers.
(G) Equipment designed or used for the detection or location of radar or laser.
(H) Special equipment, which are additions or alterations to **your insured car** including, but not limited to:
(i) Any custom chroming or custom interior work;
(ii) Sun roof, moon roof, T-bar roof, landau roof, bubble dome, bubble window, or any deluxe roof treatment;
(iii) Equipment used to either mechanically or structurally modify **your insured car** resulting in an increase in performance or change in appearance;
(iv) Ground effects, running boards, mud flaps, bug shields, visors or spoilers; or
(v) Roll bars, grill guards, winches and custom bumpers.

(7) Resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, manufacturers defect, road damage to tires or prior **loss** or damage.
(8) While **your insured car** is being used in or preparing for any **racing**, speed, stunt, performance or demolition contest.
(9) To any **car** not owned by **you**.
(10) To **your insured car**, If at the time of the **loss**, **your insured car** was driven by a **regular operator** who was not reported to **us** in the original application for insurance and not added to the policy in compliance with reporting requirements stated in Part X of this policy.
(11) To **your insured car**:
(A) While being used in any illegal trade or transportation, or to commit a felony or for any other purpose which is legally recognized to be criminal.
(B) Caused intentionally by or at the direction of an **insured person**.
(C) Due to the destruction or confiscation by governmental or civil authorities. This exclusion 11 (C) does not apply to the interests of the Loss Payees in **your insured car**.
(0) Due to conversion or embezzlement, lawful possession under a bailment mortgage, conditional sale or encumbrance.
(E) Due to diminution of value.
(12) To **your covered auto** arising out of or during its use for the transportation of any explosive substance, or any flammable liquids, or any hazardous materials, except transportation incidental to your ordinary household or farm activities.
(13) To a **car** which is acquired by the **covered person** during the policy period, where the **insured person** has not notified us in writing within twenty (20) days of such acquisition and of the election to add coverage under this part of the policy to the declarations for such vehicle.
(14) To **your insured car** or any property in **your insured car** not otherwise excluded, unless there are visible signs that forcible entry was required to gain access to **your insured car.**
(15) To **your insured car** while it is being operated, driven or in control of an **excluded driver**, **unlicensed driver**, **underage driver** or **undisclosed driver**.
(16) To **your insured car** if **you** do not have an **insurable interest** in **your insured car**.

Limits of Liability

Our limits of liability for **loss** shall not exceed the lesser of:

(1) The actual cash value of the stolen or damaged property at the time of **loss**, reduced by the applicable deductible; or
(2) The amount necessary to repair or replace the property with **aftermarket parts** or property of **like kind and**

quality, reduced by the applicable deductible.

In determining the actual cash value of the property or damaged part of the property at the time of the loss, an adjustment for depreciation and physical condition will be made in relation to the physical condition and wear and tear. If new parts are used to replace parts subject to wear and tear, depreciation will be taken to the extent of the wear and tear.

No Benefit to Bailee

This coverage shall not in any way benefit any person or organization caring for or handling **your insured car** for a fee.

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. Ho**we**ver, any insurance **we** may be required to provide with respect to any non-owned vehicle used as a temporary substitute for a vehicle **you** own shall be excess over any other collectible insurance.

Payment of Loss

(1) We may pay for any **loss** or any damage in cash or we may repair or replace the damaged or stolen vehicle.
(2) You may not require us to pay for any **loss** or damage until 30 days after you have complied with all of the terms of this policy.
(3) If **your insured car** is stolen and then is recovered before the **loss** or the damage is paid or is replaced, then **we** may return **your** vehicle to **you** at **our** expense with payment for any damage.

PART VIII - TOWING & RENTAL COVERAGE

Towing Coverage

This coverage may only be purchased with **comprehensive** and **collision** coverage on **your insured car**.

If a premium is paid and the coverage is listed on the **Declarations Page**, **we** will pay for towing costs caused by the disablement **your insured car** due to a **loss** or a mechanical breakdown. This coverage may only be purchased with **comprehensive** and **collision** coverage on **your insured car**. You may claim the maximum amount per occurrence under this coverage ($50) fifty dollars two times during any policy term.

Rental Reimbursement Coverage

This coverage may only be purchased with **comprehensive** and **collision** coverage on **your insured car**.

We will reimburse **you** up to $25 per day up to a maximum of $450 during any policy term, for the amount, which **you** paid for renting an auto from a rental agency while **your insured car** was being repaired due to a loss that is covered under Part VII. If **your insured car** is not drivable, coverage starts 48 hours after the loss is reported to us. If **your insured car** is drivable, coverage starts the day after it is taken to the repair facility. Coverage will end when the first of the following occurs:

1. the repair facility finishes the repairs;
2. the company offers to replace **your insured car**;
3. the company offers settlement to you; or,
4. the maximum limit is reached.

Proof of repairs from an auto repair facility and evidence of a payment therefore must be provided before reimbursement will be made. The definition of **loss**, as it appears in this Part, means a disablement or a direct and accidental loss or damage to the auto. If a premium is paid and the coverage is listed on the **Declaration Page**, then the Transportation Expenses under Part VII does not apply.

PART IX – NON-OWNER COVERAGE

This Part IX applies only if the term “Non-Owner” appears on the **Declarations** of the policy. The purpose of “Non-Owner” Coverage is to insure the named insured against the liability imposed by the law upon the named

insured for bodily injury to or death of any person or damage to property to the amounts and limits stated on the **Declaration Page** of this policy and growing out of the use or operation by the named insured within the continental limits of the United States or the Dominion of Canada of a **non-owned auto**. If the term "Non-Owner" appears on the **Declaration Page** of the policy, then all the terms and conditions of the policy apply except as modified herein, and to the extent that any definition, term or provision of Part IX conflicts with any definition, term or provision of any other Part of this policy, the purpose, definitions, terms and provisions of Part IX shall control the other Part of this policy.

If this Part IX applies then:

(1) **In Part I** - **Liability** and in all other Parts incorporating said section "**insured person**" is deleted and the following is substituted:
"insured person". The only person insured under this policy is the named insured and his or her spouse, if a resident of the same household and an additional premium for the spouse is paid, and then only with respect to a **non-owned auto**, provided the use and operation thereof is with the permission of its owner and within the scope of permission.

(2) **Part IX Definitions to be substituted for definitions in Part I - Liability and as incorporated in other Parts or Conditions from Part I - Liability:**
"Non-owned auto" means **car** used by **you** with the permission of the owner and not owned by, furnished, or available for the **regular use** of **you**, a **relative** or a **resident**.
"Your insured car" means any **car** owned by or furnished for the **regular use** of the named insured, a **relative** or a **resident** of the named insured.

(3) **Part IX definitions to be substituted in specified Parts and related Conditions:**
For purpose of Part II – Personal Injury Protection Coverage and Part III – Medical Payments Coverage and Part IV, V and VI – Uninsured and Underinsured Motorist Coverages and of:
"insured person (s)" means the named insured.

(4) **The following are added Exclusions:**
In Part I - Liability:
(19) to any **motor vehicle** owned by or furnished for the **regular use** of the named insured, or owned by or furnished for the **regular use** of a **relative** or a **resident** of the named insured;
(20) to any **motor vehicle** while used in a **business** or occupation of the named insured.
In Part II – Personal Injury Protection:
(16) to injuries arising out of the use, operation, or maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or **resident** of the named insured;
In Part IV - Uninsured Motorist Bodily Injury Coverage:
(5) to injuries arising out of the use, operation, maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or a **resident** of the named insured.
In Part V- Uninsured Motorist Property Damage Coverage:
(5) to damage to a **motor vehicle** arising out of the use, operation, maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or a **resident** of the named insured.
In Part VI - Underinsured Motorist Coverage:
(5) to injuries arising out of the use, operation, maintenance of any **motor vehicle** owned by or furnished for the **regular use** of the named insured or a **relative** or a **resident** of the named insured.

(5) **In all Parts, delete the Other Insurance section and replace it with:**
Other Insurance: This insurance shall be excess insurance over any other valid and collectible insurance or self-insurance

PART X - GENERAL PROVISIONS

Policy Period, Territory

This policy applies only to **car accidents** and losses that happen during the policy period shown on the **Declarations Page** and while the **car** is within the United States, its territories or possessions, or Canada, or between their ports.

Changes

This policy, **your** application (which is made a part of this policy as if attached), and the **Declarations Page** include all the agreements between **you** and **us** relating to this insurance. No change or waiver may be effected in this policy unless **we** issue a written endorsement. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change. **We** will automatically give **you** the benefit of any broadened

coverage under this policy unless the change requires additional premium.

Two or More Cars Insured

With respect to any **car accident** or **loss** to which this and any other auto policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall or by lease, other not exceed the highest applicable limit of liability under any one policy.

Lawsuit Against Us

We may not be sued unless there has been full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an i**nsured person** 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 has any right under this policy to make **us** a party to a lawsuit to determine the liability of an **insured person.**

No person who is not an **insured person** under the terms of this policy shall have any interest in this policy, either as:
(1) a third party beneficiary; or
(2) otherwise;
unless there first is a rendering of a verdict against a person who is an **insured person** under the terms of this policy for a claim which is covered by this policy.

Our Recovery Rights

In the event of any payment by **us** under this policy, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. A person **we** have paid must sign and deliver to **us** any legal papers relating to that recovery, do whatever is necessary to help **us** exercise those rights and do nothing after the loss to prejudice **our** rights.

If **we** ask, any person that **we** have paid must take appropriate action, in that person's own name, to recover any payment **we** have made from any responsible party or insurer. **We** will select the attorney and pay all related costs and fees.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimburse **us** to the extent of **our** payment plus any costs or attorney fees **we** have to pay.

If **we** make payment under any Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under such Part no longer exists.

Assignment

Interest in this policy may not be assigned without **our** written consent If the policyholder named on the **Declarations Page** or the spouse of the policyholder who lives in the same household dies, the policy will cover~

(1) The surviving spouse. However, if the surviving spouse is an excluded driver under this policy there would be no coverage while the excluded spouse is driving an **insured car**.
(2) The legal representative of the deceased while acting within the scope of the duties as a legal representative.
(3) Any person having proper custody of **your insured car** until a legal representative is appointed. However, if that person is an excluded driver under this policy, there would be no coverage while that person is driving an **insured car.**

Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

Insurance Laws of Your State

If any provision of this policy conflicts with or fails to comply with any insurance laws of the state where **you** live, this policy is automatically amended to comply with those laws. All other provisions of this policy shall remain in force and legally binding.

Renewal of This Policy

Subject to **our** consent, **you** have the right to renew this policy. When **we** consent to renewal, **you** must pay the renewal premium before the renewal date. This policy will automatically expire if **we** do not receive the required premium before the renewal date of the policy.

If **we** offer to renew the policy or bill for a balance due from a policy change and **you** or **your** representative fail to pay the required premium when due, **you** have not accepted **our** offer and this policy will automatically terminate on the date noted on the renewal or balance due notice.

Cancellation or Non renewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to **you** at the address shown on the **Declarations Page** or by delivering the notice to **you**:

(1) Not less than 10 days prior to the effective date of cancellation for nonpayment of premium.

(2) Not less than 20 days prior to the effective date of cancellation for any other reason.

(3) if this policy has been in effect for 60 days, **we** may cancel only:

(A) For nonpayment of premium;
(B) For suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car**. The suspension or revocation must have taken place during the policy period, or, if a renewal policy, within 180 days immediately preceding its effective date;
However, **we** may not cancel solely due to the administrative suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car** due to an alcohol or drug related violation set forth under Arkansas code 5-65-104.
(C) If the policy was obtained through a material misrepresentation; or
(D) If the named insured or any driver of **your insured car** is convicted of
(i) Driving while intoxicated;
(ii) Homicide or assault arising out of the use of a motor vehicle; or
(iii) Three separate speeding or reckless driving violations, or any combination of the two, during the policy period, including the three months prior to the effective date of the policy.

If **we** decide not to renew this policy, **we** will mail to **you** at the address shown on the **Declarations Page** or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period.

If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that **car** will cease on the effective date of the other insurance.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you** cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The effective date of cancellation stated in a notice is the end of the policy period

Loss Payable Clause

This entire clause is void unless the name of the lienholder is inserted in the space provided in the policy

declarations.

Payment for damage to a car will be made according to **your** interest of any Loss Payee or lienholder shown on the Declaration or designated by **you**. Payment may be made both jointly, or separately, at **our** discretion.

Where inclusive, but not limited to fraud, material misrepresentation, material omission, racing, the commission of a crime or any other intentional damage or loss wantonly, or intentionally caused by **you**, a **relative** or a **resident** or the loss payee in the process of something done, or failed to do in violation of the terms or this agreement or any other exclusion indicated in the policy jacket under Part VII the Loss Payee or lienholder's interest will not be protected.

You shall notify **us** of any change of ownership or increase of hazard upon discovery and, unless otherwise authorized, **you**, on demand, shall pay the premium for any increased hazard for the term of the policy. Otherwise recovery provided by this policy may be prevented.

We reserve the right to cancel its policy at any time as provided by its terms and the laws of the state of Arkansas, and this cancellation shall terminate this agreement as to the loss payee's interest. Proof of mailing by **us** shall be proof of notice to the lienholder.

If **you** fail to give proof of loss as required by the policy terms, the lienholder must do so if required. The lienholder shall be subject to provisions of the policy relating to appraisal, time of payment and bringing suit. **We** will be entitled to the Loss Payee or lienholder's rights of recovery, to the extent of **our** payment to the Loss Payee or lienholder.

If **we** pay the lienholder any sum for loss or damage under the policy and no liability exists to **you**, **we** shall be subrogated to all the rights of the party to whom payments are made. Subrogation shall not impair the right of the lienholder to recover the full amount of its claim.

Misrepresentations

IF **YOU MISREPRESENT** ANY FACT OR CIRCUMSTANCE THAT AFFECTS THE ELIGIBILITY OF A RISK, CONTRIBUTES TO A LOSS, OR RESULTS IN A PREMIUM LOWER THAN THAT WHICH WOULD HAVE BEEN CHARGED IF TRUE AND COMPLETE REPRESENTATIONS HAD BEEN MADE, **WE** RESERVE THE RIGHT TO RESCIND THE POLICY AND DENY COVERAGE, EXCEPT FOR COVERAGE TO INJURED THIRD PARTIES UNDER PART I — LIABILITY COVERAGE OF THIS POLICY.

In Witness Whereof, **we** have caused this policy to be signed by its President and Secretary, and, if required by state law, this policy shall not be valid unless countersigned by **our** authorized representative.

Jack Ramirez
PRESIDENT

Charles J. Grimsley
SECRETARY

NOTICE OF OUR INFORMATION PRACTICES

As required by Public Law 91-508, Fair Credit Reporting Act, this is to inform **you** that as part of **our** procedure for processing and reviewing applications, new policies, renewal policies and policies currently in effect, a credit report, motor vehicle report or an investigative report may be obtained through personal interviews with third parties, such as family members, **business** associates, financial sources, friends, neighbors, or others with whom **you** are acquainted. This inquiry includes information as to **your** character, general reputation, personal characteristics, mode of living or driving history, whichever may be applicable. **You** have the right to make a written request to this company within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation and/or to dispute such information which **you** believe to be erroneous.

United Automobile Insurance Company, Inc.

PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887

FOR OFFICE USE ONLY: CLIENT ID POLICY #

Agency Name:	
Address	
City, State, Zip Code	
Phone	Agent Code

1

Name of Applicant	Home Phone	Work Phone
Mailing Address	City	State	Zip
Garaging Address	City	State	Zip

COVERAGE REQUESTED EFFECTIVE: FROM: _____ TO: _____ (months)

2

APPLICANT WARRANTS THERE ARE NO OTHER DRIVERS IN THE HOUSEHOLD, OTHER THAN THOSE LISTED BELOW

Any household member 14 years old or older, whose driver's license is suspended or revoked or who has no license, must be excluded by completing the Exclusion form, over.

Show Name and Date of Birth for all Principal Drivers and Residents of Household 14 years old or older. Non-operators should be excluded.	BIRTH DATE MM/ DD / YYYY	Class (Gender/ Marital)		Territory	Driver Point	DRIVER'S LICENSE NUMBER	State	OCCUPATION
APPLICANT								

3

DESCRIPTION OF AUTOMOBILE (S)

Auto	Year	Make and Model	Body Type	VIN	Symbol

LOSS PAYEE INFORMATION

Auto	Loss Payee	Address	City/ State / Zip

4

DESCRIPTION OF COVERAGE

COVERAGES		LIMITS OF LIABILITY	PREMIUMS AUTO	PREMIUMS AUTO	PREMIUMS AUTO
LIABILITY COVERAGE	BODILY INJURY LIABILITY	$ each person $ each accident	$	$	$
	PROPERTY DAMAGE LIABILITY	$ each accident	$	$	$
PERSONAL INJURY PROTECTION	MEDICAL HOSPITAL BENEFIT	$ each accident			
	INCOME DISABILITY BENEFIT	$ each person			
	ACIDENTAL DEATH BENEFIT	$ each accident			
MEDICAL PAYMENTS COVERAGE		$ each person	$	$	$
UNINSURED MOTORIST COVERAGE (UM)	BODILY INJURY LIABILITY (Min. limit: $25,000 / $50,000)	$ each person $ each accident	$	$	$
UNDERINSURED MOTORIST COVERAGE (UIM)	BODILY INJURY LIABILITY (Min. limit: $25,000 / $50,000)	$ each person $ each accident	$	$	$
UNINSURED MOTORIST (PD)	PROPERTY DAMAGE LIABILITY ($200 Deductible)	$ each accident	$	$	$

COVERAGE FOR DAMAGE TO YOUR AUTO		AUTO	AUTO	AUTO	$	$	$
COMPREHENSIVE	ACV LESS DEDUCTIBLE	$	$	$			
COLLISION	ACV LESS DEDUCTIBLE	$	$	$	$	$	$
TOWING AND RENTAL	TOW ($50) RENTAL ($25/$450)	$	$	$	$	$	$

Policy Fees are fully earned upon submission of this application to this Company.
A "Vehicle Inspection Form" or photos must be completed and attached for each vehicle purchasing comprehensive or collision coverage.

SUB TOTALS	$	$	$
	POLICY FEE		$
	TOTAL PREMIUM		$

5 **PHOTOS ARE REQUIRED FOR ALL VEHICLES WITH COMPREHENSIVE AND COLLISION COVERAGES**

6 **NOTICE Comprehensive, Collision, PIP and Med Pay Exclusions:** This policy **DOES NOT COVER** Comprehensive, Collision, Personal Injury Protection or Medical Payments coverage losses when your insured car is being operated by any unlicensed driver, underage driver or undisclosed driver.

Date_____ Signature of Applicant: X_____

7 **DISCOUNTS (40% MAXIMUM BY COVERAGE)**

8 **BI/PD TOTAL____ %** ☐ 20% Multi-Car ☐ 10% Transfer ☐ 10% Renewal ☐ 5% Paid-in-full ☐ 5% Defensive Driver ☐ 5% College Grad ☐ 5% Home

9 **COMP/COLL TOTAL____ %** ☐ 20% Multi-Car ☐ 15% Anti-Theft ☐ 10% Transfer ☐ 10% Renewal ☐ 5% Paid-in-full ☐ 5% College Grad ☐ 5% Home

10 **MP TOTAL____%** ☐ 20% Multi-Car ☐ 10% Transfer ☐ 5% Paid-in-full ☐ 5% College Grad

11 **UM/UIM/PIP____%** ☐ 5% Paid-in-full ☐ 5% College Grad

12 **LIST ALL ACCIDENTS AND VIOLATIONS FOR ALL DRIVERS BELOW**

Driver#	Driver Name	Date	Description of Accident or Violation	Points

13 **ARKANSAS PERSONAL INJURY PROTECTION (PIP) COVERAGE REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED**

My agent has explained the No-Fault Personal Injury Protection coverages to me and I fully understand them. I understand that my policy when issued or renewed will NOT provide (check all that apply):

☐ $5,000 Medical and Hospital Benefits Coverage. By checking this box hereby *REJECT* Medical and Hospital Benefits Coverage.

☐ Income Disability Benefits Coverage. By checking this box I hereby *REJECT* Income Disability Benefits Coverage

☐ $5,000 Accidental Death Benefits Coverage. By checking this box I hereby *REJECT* Accidental Death Benefits Coverage

Date_____ Signature of Applicant: X_____

ARKANSDAS UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

I have had Uninsured Motorists Coverage and Underinsured Motorists Coverage explained to me by my agent and fully understand it. I also understand that Uninsured Motorist Bodily Injury, Underinsured Motorist Bodily Injury, and Uninsured Motorist Property Damage Coverage is available to me in an amount equal to the liability limits for which I am applying.

☐ **I REJECT ALL UM/BI, UIM/BI, AND UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain these coverages, but upon my written request, I may have these coverage added to my policy at any future date (UIM/BI and UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UM/BI coverage, but upon my written request, I may have UM/BI coverage added to my policy at any future date.

☐ **I REJECT UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain UM/PD coverage, but upon my written request, I may have UM/PD coverage added to my policy at any future date. (UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UIM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UIM/BI coverage, but upon my written request, I may have UIM/BI coverage added to my policy at any future date. (UIM/BI cannot be purchased without UM/BI).

Date_____ Signature of Applicant: X_____

14 **EXCLUSION OF NAMED DRIVER AND REJECTION OF COVERAGES -- WARNING – READ THIS ENDORSEMENT CAREFULLY! --**

This acknowledgement and rejection is applicable to all renewals or rewrites issued by any affiliated insurer or us.

In consideration of the premium charge, you agree that none of the insurance coverage afforded by this policy to your insured car shall apply while the following listed driver(s) (the excluded driver) is/are in control of, operating, using, or driving your insured car(s).

By signing below, you agree to this amendment to your policy. The provisions of this endorsement supersede and exclude from the policy any contrary provisions.

EXCLUDED DRIVER(S) NAMES	RELATIONSHIP	BIRTHDATE	GENDER

Date_____ Signature of Applicant: X_____

15

NON-BUSINESS USE

I hereby state that I **do not** use my Vehicle for any business purposes or delivery service of any type.

Should my Vehicle be used for any business or delivery, I understand that there will be no coverage afforded under my current policy for any loss.

Date_____ **Signature of Applicant: X**_____

16

UNDERWRITING QUESTIONS

	Yes	No
1. Does the applicant or any driver have a handicap or physical disability that substantially impairs the applicant(s)/driver(s) driving ability, which is NOT corrected by medical assistance?	___	___
2. Has any vehicle(s) listed on this application ever been salvaged or purchased in the "gray market"? (i.e., not manufactured for original sale in the U.S.)	___	___
3. Have you failed to disclose any household residents, whether licensed or not, on this application?	___	___
4. Have you failed to list any drivers, such as children away from home or in college, who may operate your vehicle on a REGULAR or INFREQUENT basis? (If yes, please disclose all drivers).	___	___
5. Are any of the vehicle(s) listed in the application not titled in your name?	___	___

Date: _____ **Signature of Applicant: X**_____

17

UNDERWRITING AND BINDING

The Agent has no authority to Bind the Company without first obtaining confirmation through a TELEPHONE, FAX or INTERNET BINDER and receiving a corresponding BINDER NUMBER. The Agent has no right to MAKE, ALTER, MODIFY or DISCHARGE any CONTRACT or POLICY issued on the basis of this application. This application for insurance must always be signed by the proposed insured. It is understood by the applicant that the premium on any policy issued on the basis of this application may be adjusted as a result of the motor vehicle report on any operator. It is further understood that the applicant shall be responsible for any additional premium from (1) additional coverages being added to this policy, (2) motor vehicle reports, (3) or any changes of classification which may develop. The undersigned by signature hereto, warrants the statements and answers and understands that falsity, incompleteness, or incorrectness may jeopardize the coverage under such policy so issued or renewed. It is also hereby agreed and understood that misrepresentation, omission, concealment of a fact and incorrect statements on this application may cause this coverage to be declared null and void as of the effective date.

I (we) hereby agree and understand that any and all policy fees charged hereon may be declared fully earned by the company.

I hereby understand and agree that coverages afforded by the policy shall not apply to any loss or damage which occurs while the automobile is being operated without permission by a driver not listed on the original application or any endorsement change request who resides in the same household as the named insured or is a regular user of any vehicle insured under this policy.

I AGREE THAT IF ANY PORTION OF MY DOWN PAYMENT OR FULL PAYMENT CHECK IS RETURNED BY THE BANK BECAUSE OF ANY REASON, COVERAGE WILL BE NULL AND VOID FROM INCEPTION.

I understand that this application is not a binder unless indicated as such on this form by the brokering agent. A copy of this application has been furnished to the application or insured and coverage is:

☐ Bound Effective Date and Time:_____/_____/_____a.m. / p.m.

☐ Not Bound

Date: _____ **Signature of Applicant: X**_____

Date: _____ **Signature of Sales Agent: X**_____**ID:** _____ **Agency:** _____

FOR OFFICE USE: CLIENT ID **POLICY #:**

United Automobile Insurance Company, Inc.

PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887

FOR OFFICE USE ONLY: CLIENT ID POLICY #

Agency Name:	
Address	
City, State, Zip Code	
Phone	Agent Code

1

Name of Applicant	Home Phone	Work Phone
Mailing Address	City	State	Zip
Garaging Address	City	State	Zip

COVERAGE REQUESTED EFFECTIVE: FROM: _____ TO: _____ (months)

2

APPLICANT WARRANTS THERE ARE NO OTHER DRIVERS IN THE HOUSEHOLD, OTHER THAN THOSE LISTED BELOW

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APPLICANT								

3

DESCRIPTION OF AUTOMOBILE (S)

Auto	Year	Make and Model	Body Type	VIN	Symbol

LOSS PAYEE INFORMATION

Auto	Loss Payee	Address	City/ State / Zip

4

DESCRIPTION OF COVERAGE

COVERAGES		LIMITS OF LIABILITY	PREMIUMS AUTO	PREMIUMS AUTO	PREMIUMS AUTO
LIABILITY COVERAGE	BODILY INJURY LIABILITY	$ each person $ each accident	$	$	$
	PROPERTY DAMAGE LIABILITY	$ each accident	$	$	$
PERSONAL INJURY PROTECTION	MEDICAL HOSPITAL BENEFIT	$ each accident			
	INCOME DISABILITY BENEFIT	$ each person			
	ACIDENTAL DEATH BENEFIT	$ each accident			
MEDICAL PAYMENTS COVERAGE		$ each person	$	$	$
UNINSURED MOTORIST COVERAGE (UM)	BODILY INJURY LIABILITY	$ each person $ each accident	$	$	$
UNDERINSURED MOTORIST COVERAGE (UIM)	BODILY INJURY LIABILITY	$ each person $ each accident	$	$	$
UNINSURED MOTORIST (PD)	PROPERTY DAMAGE LIABILITY ($200 Deductible)	$ each accident	$	$	$

COVERAGE FOR DAMAGE TO YOUR AUTO		AUTO	AUTO	AUTO	$	$	$
COMPREHENSIVE	ACV LESS DEDUCTIBLE	$	$	$			
COLLISION	ACV LESS DEDUCTIBLE	$	$	$	$	$	$
TOWING AND RENTAL	TOW ($50) RENTAL ($25/$450)	$	$	$	$	$	$

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A "Vehicle Inspection Form" or photos must be completed and attached for each vehicle purchasing comprehensive or collision coverage.

SUB TOTALS	$	$	$
	POLICY FEE		$
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Date_____ Signature of Applicant: X_____

7 **DISCOUNTS (40% MAXIMUM BY COVERAGE)**

8 **BI/PD TOTAL____ %** ☐ 20% Multi-Car ☐ 10% Transfer ☐ 10% Renewal ☐ 5% Paid-in-full ☐ 5% Defensive Driver ☐ 5% College Grad

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10 **MP TOTAL____%** ☐ 20% Multi-Car ☐ 10% Transfer ☐ 5% Paid-in-full ☐ 5% College Grad

11 **UM/UIM/PIP____%** ☐ 5% Paid-in-full ☐ 5% College Grad

12 **LIST ALL ACCIDENTS AND VIOLATIONS FOR ALL DRIVERS BELOW**

Driver#	Driver Name	Date	Description of Accident or Violation	Points

13 **ARKANSAS PERSONAL INJURY PROTECTION (PIP) COVERAGE REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED**

My agent has explained the No-Fault Personal Injury Protection coverages to me and I fully understand them. I understand that my policy when issued or renewed will NOT provide (check all that apply):

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☐ Income Disability Benefits Coverage. By checking this box I hereby *REJECT* Income Disability Benefits Coverage

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Date_____ Signature of Applicant: X_____

ARKANSDAS UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

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☐ **I REJECT ALL UM/BI, UIM/BI, AND UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain these coverages, but upon my written request, I may have these coverage added to my policy at any future date (UIM/BI and UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UM/BI coverage, but upon my written request, I may have UM/BI coverage added to my policy at any future date.

☐ **I REJECT UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain UM/PD coverage, but upon my written request, I may have UM/PD coverage added to my policy at any future date. (UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UIM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UIM/BI coverage, but upon my written request, I may have UIM/BI coverage added to my policy at any future date. (UIM/BI cannot be purchased without UM/BI).

Date_____ Signature of Applicant: X_____

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In consideration of the premium charge, you agree that none of the insurance coverage afforded by this policy to your insured car shall apply while the following listed driver(s) (the excluded driver) is/are in control of, operating, using, or driving your insured car(s).

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EXCLUDED DRIVER(S) NAMES	RELATIONSHIP	BIRTHDATE	GENDER

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Date_____ **Signature of Applicant: X**_____

16

UNDERWRITING QUESTIONS

	Yes	No
1. Does the applicant or any driver have a handicap or physical disability that substantially impairs the applicant(s)/driver(s) driving ability, which is NOT corrected by medical assistance?	___	___
2. Has any vehicle(s) listed on this application ever been salvaged or purchased in the "gray market"? (i.e., not manufactured for original sale in the U.S.)	___	___
3. Have you failed to disclose any household residents, whether licensed or not, on this application?	___	___
4. Have you failed to list any drivers, such as children away from home or in college, who may operate your vehicle on a REGULAR or INFREQUENT basis? (If yes, please disclose all drivers).	___	___
5. Are any of the vehicle(s) listed in the application not titled in your name?	___	___

Date: _____ **Signature of Applicant: X**_____

17

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☐ Bound Effective Date and Time:_____/_____/_____a.m. / p.m.

☐ Not Bound

Date: _____ **Signature of Applicant: X**_____

Date: _____ **Signature of Sales Agent: X**_____**ID:** _____ **Agency:** _____

FOR OFFICE USE: CLIENT ID **POLICY #:**

United Automobile Insurance Company, Inc.

PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887

FOR OFFICE USE ONLY: CLIENT ID POLICY #

Agency Name:	
Address	
City, State, Zip Code	
Phone	Agent Code

1

Name of Applicant	Home Phone	Work Phone
Mailing Address	City	State	Zip
Garaging Address	City	State	Zip

COVERAGE REQUESTED EFFECTIVE: FROM: _____ TO: _____ (months)

2

APPLICANT WARRANTS THERE ARE NO OTHER DRIVERS IN THE HOUSEHOLD, OTHER THAN THOSE LISTED BELOW

Any household member 14 years old or older, whose driver's license is suspended or revoked or who has no license, must be excluded by completing the Exclusion form, over.

Show Name and Date of Birth for all Principal Drivers and Residents of Household 14 years old or older. Non-operators should be excluded.	BIRTH DATE MM/ DD / YYYY	Class (Gender/ Marital)	SR22	Territory	Driver Point	DRIVER'S LICENSE NUMBER	State	OCCUPATION
APPLICANT								

3

DESCRIPTION OF AUTOMOBILE (S)

Auto	Year	Make and Model	Body Type	VIN	Symbol

LOSS PAYEE INFORMATION

Auto	Loss Payee	Address	City/ State / Zip

4

DESCRIPTION OF COVERAGE

COVERAGES		LIMITS OF LIABILITY	PREMIUMS AUTO	PREMIUMS AUTO	PREMIUMS AUTO
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	ACIDENTAL DEATH BENEFIT	$ each accident			
MEDICAL PAYMENTS COVERAGE		$ each person	$	$	$
UNINSURED MOTORIST COVERAGE (UM)	BODILY INJURY LIABILITY	$ each person $ each accident	$	$	$
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COVERAGE FOR DAMAGE TO YOUR AUTO		AUTO	AUTO	AUTO	$	$	$
COMPREHENSIVE	ACV LESS DEDUCTIBLE	$	$	$			
COLLISION	ACV LESS DEDUCTIBLE	$	$	$	$	$	$
TOWING AND RENTAL	TOW ($50) RENTAL ($25/$450)	$	$	$	$	$	$

Policy Fees and SR-22 fee are fully earned upon submission of this application to this Company.
A "Vehicle Inspection Form" or photos must be completed and attached for each vehicle purchasing comprehensive or collision coverage.

SUB TOTALS	$	$	$
	SR-22 FEE		
	POLICY FEE		$
	TOTAL PREMIUM		$

5 **PHOTOS ARE REQUIRED FOR ALL VEHICLES WITH COMPREHENSIVE AND COLLISION COVERAGES**

6 **NOTICE Comprehensive, Collision, PIP and Med Pay Exclusions:** This policy **DOES NOT COVER** Comprehensive, Collision, Personal Injury Protection or Medical Payments coverage losses when your insured car is being operated by any unlicensed driver, underage driver or undisclosed driver.

Date_____ Signature of Applicant: X_____

7 **DISCOUNTS (40% MAXIMUM BY COVERAGE)**

8 **BI/PD TOTAL____ %** ☐ 20% Multi-Car ☐ 10% Transfer ☐ 10% Renewal ☐ 5% Paid-in-full ☐ 5% Defensive Driver ☐ 5% College Grad

9 **COMP/COLL TOTAL____ %** ☐ 20% Multi-Car ☐ 15% Anti-Theft ☐ 10% Transfer ☐ 10% Renewal ☐ 5% Paid-in-full ☐ 5% College Grad

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11 **UM/UIM/PIP____%** ☐ 5% Paid-in-full ☐ 5% College Grad

12 **LIST ALL ACCIDENTS AND VIOLATIONS FOR ALL DRIVERS BELOW**

Driver#	Driver Name	Date	Description of Accident or Violation	Location

13 **ARKANSAS PERSONAL INJURY PROTECTION (PIP) COVERAGE REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED**

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Date_____ Signature of Applicant: X_____

ARKANSDAS UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

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☐ **I REJECT ALL UM/BI, UIM/BI, AND UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain these coverages, but upon my written request, I may have these coverage added to my policy at any future date (UIM/BI and UM/PD cannot be purchased without UM/BI).

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☐ **I REJECT UIM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UIM/BI coverage, but upon my written request, I may have UIM/BI coverage added to my policy at any future date. (UIM/BI cannot be purchased without UM/BI).

Date_____ Signature of Applicant: X_____

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By signing below, you agree to this amendment to your policy. The provisions of this endorsement supersede and exclude from the policy any contrary provisions.

EXCLUDED DRIVER(S) NAMES	RELATIONSHIP	BIRTHDATE	GENDER

Date_____ Signature of Applicant: X_____

15

NON-BUSINESS USE

I hereby state that I **do not** use my Vehicle for any business purposes or delivery service of any type.

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Date_____ **Signature of Applicant: X**_____

16

UNDERWRITING QUESTIONS

	Yes	No
1. Does the applicant or any driver have a handicap or physical disability that substantially impairs the applicant(s)/driver(s) driving ability, which is NOT corrected by medical assistance?	___	___
2. Has any vehicle(s) listed on this application ever been salvaged or purchased in the "gray market"? (i.e., not manufactured for original sale in the U.S.)	___	___
3. Have you failed to disclose any household residents, whether licensed or not, on this application?	___	___
4. Have you failed to list any drivers, such as children away from home or in college, who may operate your vehicle on a REGULAR or INFREQUENT basis? (If yes, please disclose all drivers).	___	___
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Date: _____ **Signature of Applicant: X**_____

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I hereby understand and agree that coverages afforded by the policy shall not apply to any loss or damage which occurs while the automobile is being operated without permission by a driver not listed on the original application or any endorsement change request who resides in the same household as the named insured or is a regular user of any vehicle insured under this policy.

I AGREE THAT IF ANY PORTION OF MY DOWN PAYMENT OR FULL PAYMENT CHECK IS RETURNED BY THE BANK BECAUSE OF ANY REASON, COVERAGE WILL BE NULL AND VOID FROM INCEPTION.

I understand that this application is not a binder unless indicated as such on this form by the brokering agent. A copy of this application has been furnished to the application or insured and coverage is:

☐ Bound Effective Date and Time:_____/_____/_____a.m. / p.m.

☐ Not Bound

Date: _____ **Signature of Applicant: X**_____

Date: _____ **Signature of Sales Agent: X**_____**ID:** _____ **Agency:** _____

FOR OFFICE USE: CLIENT ID **POLICY #:**

United Automobile Insurance Company
PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

Brokering Agent's Register #:
Policy #: ☐Check if convert to OWNER policy
Company Binder/Confirmation #:

ENDORSEMENT CHANGE REQUEST

Endorsement Effective: **Original Policy:** **to** **Term:**

AGENT INFORMATION

Agent Code #:
State License #:
Phone #:

PAYMENT OPTION

GENERAL INFORMATION

☐Check if insured/co-insured has changed
New Named Insured:
☐Check if garage address has changed
Garage Street:
Garage City: **St:** **Zip:**
Territory:

☐Check if mailing address has changed
Mailing Street:
Mailing City: **St:** **Zip:**
☐Check if phone has changed
Home Phone:
Work Phone: **Ext.:**

VEHICLE INFORMATION

A/D*	Year	Make	Model	Style	TT/Conv	4x4	Sym	VIN	MSRP	Airbag	Age	ABS	AT	Veh Use	Leased	Wt

LOSS PAYEE / ADDITIONAL INTEREST

A/D*	Vehicle	Loss Payee/Add'l Interest	Street	City	ST	Zip

COVERAGE INFORMATION

☐Check if coverage has changed

Coverages	Limits and Deductibles	Premiums			
Bodily Injury Liability [BI]					
Property Damage Liability [PD]					
Personal Injury Protection [PIP]					
Medical and Hospital Benefits					
Income Disability Benefits					
Accidental Death Benefits					
Uninsured Motorist BI					
Uninsured Motorist PD					
Underinsured Motorist BI					
Medical Payments					
Comprehensive Deductibles					
Collision Deductibles					
Towing					
Rental Reimbursement					
		Policy Fee:	Total Charge:	Total Premium:	

"A Preinsurance Inspection Form" must be completed and attached for each vehicle purchasing comprehensive or collision coverage.

DRIVER AND RESIDENT INFORMATION

A/D*	DR #	Name	Sex	Ms	Rel	DOB	Cls	License	ST	Yrs		Case #	Use	Miles	DD			

List accidents and traffic violations during the last 3 years for each driver. Indicate "None" if applicable.

DR#	Date	Description	MVR Ver.	Fault	Points

DR#	Employer	Street	City	ST	ZIP	Occupation	

A*= Add Driver/Vehicle/Loss Payee
D*= Delete Driver/Vehicle/Loss Payee
E*= Endorsed

PIP and UM/BI, UM/PD, UIM/BI COVERAGE SELECTION/REJECTION

ARKANSAS PERSONAL INJURY PROTECTION (PIP) COVERAGE REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

My agent has explained the No Fault Personal Injury Protection coverages to me and I fully understand them. I understand that my policy when issued or renewed will NOT provide (check all that apply):

☐ $5,000 Medical and Hospital Benefits Coverage. By checking this box hereby *REJECT* Medical and Hospital Benefits Coverage.

☐ Income Disability Benefits Coverage. By checking this box I hereby *REJECT* Income Disability Benefits Coverage

☐ $5,000 Accidental Death Benefits Coverage. By checking this box I hereby *REJECT* Accidental Death Benefits Coverage

Date_____ Signature of Applicant: X_____

ARKANSAS UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

I have had Uninsured Motorists Coverage and Underinsured Motorists Coverage explained to me by my agent and fully understand it. I also understand that Uninsured Motorist Bodily Injury, Underinsured Motorist Bodily Injury, and Uninsured Motorist Property Damage Coverage is available to me in an amount equal to the liability limits for which I am applying.

☐ **I REJECT ALL UM/BI, UIM/BI, AND UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain these coverages, but upon my written request, I may have these coverage added to my policy at any future date (UIM/BI and UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UM/BI coverage, but upon my written request, I may have UM/BI coverage added to my policy at any future date.

☐ **I REJECT UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain UM/PD coverage, but upon my written request, I may have UM/PD coverage added to my policy at any future date. (UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UIM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UIM/BI coverage, but upon my written request, I may have UIM/BI coverage added to my policy at any future date. (UIM/BI cannot be purchased without UM/BI).

Date_____ Signature of Applicant: X_____

STATEMENT OF NON-BUSINESS USE

I hereby state that I **DO NOT** use my car for any business purpose or delivery of any type. Should my car be used for business or delivery, I understand that will be no coverage afforded under my current policy for any loss.

Date_____ Signature of Applicant: X_____

UNDERWRITING AND BINDING

I hereby request United Automobile Insurance Company (hereafter Company) endorse my insurance policy as set forth in this endorsement change request on the basis of the statements contained herein. I represent and certify that the information I have provided on this endorsement change request is complete, correct and accurate. I agree and acknowledge that if I have fraudulently misrepresented, whether by direct misrepresentation, omission, concealment of facts or incorrect statement, any information which would materially affect the Company's acceptance of this endorsement change request, the policy may be terminated at the earliest possible date allowed by state law.

I hereby understand and agree that coverages, except for minimum limit liability, afforded by the policy shall not apply to any loss or damage which occurs while the automobile is being operated without express or implied permission by a driver not listed on the original application or any endorsement change request who resides in the same household as the named insured or is a regular or frequent operator of any vehicle insured under this policy.

I understand that coverage may not be in effect until my valid payment of the required premium is received by the Company. Acceptance of my check as payment is considered conditional acceptance until payment is honored by my bank. If such payment is not honored, the Company shall be deemed to have not received the payment, and no coverage shall have been provided. If this policy is cancelled for nonpayment of premium due and a reinstatement notice is issued based on the Company's receipt of my check which is subsequently not honored by my bank, I understand and agree that such reinstatement will be rescinded and that no coverage will extend beyond the original cancellation date. A service fee will be charged for any check returned for nonpayment (NSF).

I AGREE THAT IF ANY PORTION OF MY DOWN PAYMENT OR FULL PAYMENT CHECK IS RETURNED BY THE BANK BECAUSE OF ANY REASON, COVERAGE WILL BE NULL AND VOID FROM INCEPTION.

I understand that this endorsement change request is not a binder unless indicated as such on this form by the brokering agent. A copy of this endorsement change request has been furnished to the applicant or insured and coverage is:

☐ **Bound** **Effective Date and Time**: _____/_____/_____a.m. / p.m.

☐ **Not Bound**

Date: X _____ **Signature of Applicant: X**_____

Date: X _____ **Signature of Licensed Agent: X**_____ **ID:** _____

FOR OFFICE USE: CLIENT ID: **POLICY #:**

United Automobile Insurance Company
PO BOX 2590 FORT SMITH, AR 72902
(800) 255-9887 FAX: (800) XXX-XXXX

Brokering Agent's Register #:
Policy #: ☐Check if convert to OWNER policy

Company Binder/Confirmation #:

ENDORSEMENT CHANGE REQUEST

Endorsement Effective: **Original Policy:** **to** **Term:**

AGENT INFORMATION

Agent Code #:
State License #:
Phone #:

PAYMENT OPTION

GENERAL INFORMATION

☐Check if insured/co-insured has changed
New Named Insured:
☐Check if garage address has changed
Garage Street:
Garage City: **St:** **Zip:**
Territory:

☐Check if mailing address has changed
Mailing Street:
Mailing City: **St:** **Zip:**
☐Check if phone has changed
Home Phone:
Work Phone: **Ext.:**

VEHICLE INFORMATION

A/D*	Year	Make	Model	Style	TT/Conv	4x4	Sym	VIN	MSRP	Airbag	Age	ABS	AT	Veh Use	Leased	Wt

LOSS PAYEE / ADDITIONAL INTEREST

A/D*	Vehicle	Loss Payee/Add'l Interest	Street	City	ST	Zip

COVERAGE INFORMATION

☐Check if coverage has changed

Coverages	Limits and Deductibles	Premiums			
Bodily Injury Liability [BI]					
Property Damage Liability [PD]					
Personal Injury Protection [PIP]					
Medical and Hospital Benefits					
Income Disability Benefits					
Accidental Death Benefits					
Uninsured Motorist BI					
Uninsured Motorist PD					
Underinsured Motorist BI					
Medical Payments					
Comprehensive Deductibles					
Collision Deductibles					
Towing					
Rental Reimbursement					
		Policy Fee:	SR22 Fee/s:	Total Charge:	Total Premium:

"A Preinsurance Inspection Form" must be completed and attached for each vehicle purchasing comprehensive or collision coverage.

DRIVER AND RESIDENT INFORMATION

A/D*	DR #	Name	Sex	Ms	Rel	DOB	Cls	License	ST	Yrs	SR22(s)	Case #	Use	Miles	DD			

List accidents and traffic violations during the last 3 years for each driver. Indicate "None" if applicable.

DR#	Date	Description	MVR Ver.	Fault	Points

DR#	Employer	Street	City	ST	ZIP	Occupation	

A*= Add Driver/Vehicle/Loss Payee
D*= Delete Driver/Vehicle/Loss Payee
E*= Endorsed

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Date_____ Signature of Applicant: X_____

ARKANSAS UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION – REJECTION MUST BE SIGNED IF NOT DESIRED

I have had Uninsured Motorists Coverage and Underinsured Motorists Coverage explained to me by my agent and fully understand it. I also understand that Uninsured Motorist Bodily Injury, Underinsured Motorist Bodily Injury, and Uninsured Motorist Property Damage Coverage is available to me in an amount equal to the liability limits for which I am applying.

☐ **I REJECT ALL UM/BI, UIM/BI, AND UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain these coverages, but upon my written request, I may have these coverage added to my policy at any future date (UIM/BI and UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UM/PD COVERAGE** and understand that my policy when issued or renewed will not contain UM/PD coverage, but upon my written request, I may have UM/PD coverage added to my policy at any future date. (UM/PD cannot be purchased without UM/BI).

☐ **I REJECT UIM/BI COVERAGE** and understand that my policy when issued or renewed will not contain UIM/BI coverage, but upon my written request, I may have UIM/BI coverage added to my policy at any future date. (UIM/BI cannot be purchased without UM/BI).

Date_____ Signature of Applicant: X_____

STATEMENT OF NON-BUSINESS USE

I hereby state that I **DO NOT** use my car for any business purpose or delivery of any type. Should my car be used for business or delivery, I understand that will be no coverage afforded under my current policy for any loss.

Date_____ Signature of Applicant: X_____

UNDERWRITING AND BINDING

I hereby request United Automobile Insurance Company (hereafter Company) endorse my insurance policy as set forth in this endorsement change request on the basis of the statements contained herein. I represent and certify that the information I have provided on this endorsement change request is complete, correct and accurate. I agree and acknowledge that if I have fraudulently misrepresented, whether by direct misrepresentation, omission, concealment of facts or incorrect statement, any information which would materially affect the Company's acceptance of this endorsement change request, the policy may be terminated at the earliest possible date allowed by state law.

I hereby understand and agree that coverages, except for minimum limit liability, afforded by the policy shall not apply to any loss or damage which occurs while the automobile is being operated without express or implied permission by a driver not listed on the original application or any endorsement change request who resides in the same household as the named insured or is a regular or frequent operator of any vehicle insured under this policy.

I understand that coverage may not be in effect until my valid payment of the required premium is received by the Company. Acceptance of my check as payment is considered conditional acceptance until payment is honored by my bank. If such payment is not honored, the Company shall be deemed to have not received the payment, and no coverage shall have been provided. If this policy is cancelled for nonpayment of premium due and a reinstatement notice is issued based on the Company's receipt of my check which is subsequently not honored by my bank, I understand and agree that such reinstatement will be rescinded and that no coverage will extend beyond the original cancellation date. A service fee will be charged for any check returned for nonpayment (NSF).

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I understand that this endorsement change request is not a binder unless indicated as such on this form by the brokering agent. A copy of this endorsement change request has been furnished to the applicant or insured and coverage is:

☐ **Bound** **Effective Date and Time**: _____/_____/_____a.m. / p.m.

☐ **Not Bound**

Date: X _____ **Signature of Applicant: X**_____

Date: X _____ **Signature of Licensed Agent: X**_____ **ID:** _____

FOR OFFICE USE: CLIENT ID: **POLICY #:**

Property & Casualty Transmittal Document

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

3.	Group Name	Group NAIC #
	United Automobile Insurance Group	1235

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	United Automobile Insurance Co.	Florida	35319	65-0145688	8237

5.	Company Tracking Number	AR-1

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Dean Kozlowski 724 Enterprise Dr. Oak Brook, IL 60523	VP Product Developm't	630-282-1807	630-571-6658	dkozlowski@uaig.net

7.	Signature of authorized filer	Dean Kozlowski Digitally signed by Dean Kozlowski DN: cn=Dean Kozlowski, o=UAIC, ou=VP Prod Dev, email=dkozlowski@uaig.net, c=US Date: 2008.03.04 14:21:05 -06'00'
8.	Please print name of authorized filer	Dean Kozlowski

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]**				
12.	**Company Program Title** (Marketing title)	UAIC Private Passenger Auto Program			
13.	**Filing Type**	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules [ ] Forms [ ] Combination Rates/Rules/Forms [ ] Withdrawal[ ] Other (give description)			
14.	**Effective Date(s) Requested**	New:	05-12-08	Renewal:	05-12-08
15.	**Reference Filing?**	[ ] Yes [**X**] No			
16.	**Reference Organization** (if applicable)				
17.	**Reference Organization # & Title**				
18.	**Company's Date of Filing**	03-05-08			
19.	**Status of filing in domicile**	[ ] Not Filed [ ] Pending [**X**] Authorized [ ] Disapproved			

Property & Casualty Transmittal Document—

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

21.	**Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Arkansas Insurance Department
Attention: Property & Casualty, Private Passenger Auto
1200 West Third Street
Little Rock, AR 72201

RE: Initial Form Filing for our Private Passenger Auto program

This form filing is submitted with a requested effective date of May 12, 2008. This is the initial form filing for United Automobile Insurance Company.

Our forms have been reviewed for completeness and compliance with the Arkansas Insurance Code.

Should you have any questions during your review, please call me directly at 630-282-1807.

Regards,

Dean Kozlowski
VP Product Development

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

Check #:
Amount:

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

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

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FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

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

1.	**This filing transmittal is part of Company Tracking #**	AR-1
2.	**This filing corresponds to rate/rule filing number** (Company tracking number of rate/rule filing, if applicable)	**AR-2**

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	Policy Form	UAIC-AR POL 05/12/08	[**X**] New [ ] Replacement [ ] Withdrawn		
02	Application	AR APP 05/08	[**X**] New [ ] Replacement [ ] Withdrawn		
03	Cancellation Request	UAIC AR CAN (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
04	Custom Equipment Exclusion Form	UAIC AR CUS (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
05	Declarations Page	Dec Page	[**X**] New [ ] Replacement [ ] Withdrawn		
06	Endorsement Form	UAIC AR END 05/08	[**X**] New [ ] Replacement [ ] Withdrawn		
07	Driver Exclusion Form	Form Excl-AR (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
08	ID Card	UAIC AR ID (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
09	Invoice and 10 day notice of cancellation	UAIC INV (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		
10	Non-Business Use	UAIC AR BUS (0508)	[**X**] New [ ] Replacement [ ] Withdrawn		

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16. Form Filing Attachment	
This filing transmittal is part of company tracking number AR-1	
This filing corresponds to rate filing company tracking number AR-2	

	Document Name **Description**	**Form Number**		**Replaced Form Number** **Previous State Filing Number**
# 11	Lapse Notice	UAIC LAPS (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
#12	Physician Health Statement	UAIC AR Phys (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 13	Reinstatement Recission	UAIC AR RESC (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 14	Vehicle Inspection Form	UAIC AR VEH (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# **15**	VIN / Address Validation	UAIC AR VIN/ADDR (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# **16**	EFT Change Notice	UAIC AR EFT CHG (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 17	EFT installment and 10 day notice of cancellation	UAIC AR EFT INV (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 18	EFT Non Renewal	UAIC AR EFT NON-REN (0508)	**[X] Initial** **[ ] Revised** **[ ]Other _____**	

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16. Form Filing Attachment	
This filing transmittal is part of company tracking number AR-1	
This filing corresponds to rate filing company tracking number AR-2	

	Document Name **Description**	**Form Number**		**Replaced Form Number** **Previous State Filing Number**
# 19	AR Non Renewal	UAIC AR NON (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
#20	AR EFT Renewal Notice	UAIC AR REN (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 21	EFT Authorization Form	UAIC AR EFT AUTH (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 22	EFT Revocation Notice	UAIC AR EFT REV (0508)	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 23	Notice of Rate Increase	Form PPANOT	**[X] Initial** **[ ] Revised** **[ ] Other _____**	
# 24			**[ ] Initial** **[ ] Revised** **[ ] Other _____**	
# 25			**[ ] Initial** **[ ] Revised** **[ ] Other _____**	
# 26			**[ ] Initial** **[ ] Revised** **[ ]Other _____**	

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