

SERFF Tracking Number: APST-125654299 State: Arkansas
Filing Company: AIPSO State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Proposed Revised Endorsement AP 20 29 11 07 Arkansas Changes
Project Name/Number: /AR 08-01

Filing at a Glance

Company: AIPSO

Product Name: Proposed Revised
Endorsement AP 20 29 11 07 Arkansas
Changes

TOI: 20.0 Commercial Auto
Sub-TOI: 20.0001 Business Auto

Filing Type: Form

Effective Date Requested (New):
Effective Date Requested (Renewal):

State Filing Description:

SERFF Tr Num: APST-125654299 State: Arkansas

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Christopher Falaguerra

Date Submitted: 05/19/2008

State Tr Num: EFT \$50

State Status: Fees verified and
received

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Disposition Date: 05/28/2008

Disposition Status: Approved

Effective Date (New): 05/28/2008

Effective Date (Renewal):
05/28/2008

General Information

Project Name:

Project Number: AR 08-01

Reference Organization:

Reference Title:

Filing Status Changed: 05/28/2008

State Status Changed: 05/28/2008

Corresponding Filing Tracking Number:

Filing Description:

ARK. CODE ANN. Section 27-19-713(1) was amended to require that every motor vehicle liability, bodily injury, physical damage, uninsured and underinsured motorist insurance policy extend coverage on a primary basis to vehicles operated by the insured if such vehicle is rented or leased from a rental company.

We propose amending the "Other Insurance" condition in the commercial auto endorsement in response to amended

SERFF Tracking Number: APST-125654299 State: Arkansas
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ARK. CODE ANN. Section 27-19-713(1).

Company and Contact

Filing Contact Information

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

Christopher Falaguerra, Product Analyst christopher.falaguerra@aipso.com
 302 Central Avenue (401) 946-2310 [Phone]
 Johnston, RI 02919 (401) 528-1468[FAX]

Filing Company Information

AIPSO CoCode: -99 State of Domicile: Rhode Island
 302 Central Avenue Group Code: 99 Company Type:
 Johnston, RI 02919 Group Name: State ID Number:
 (401) 946-2310 ext. 1319[Phone] FEIN Number: 13-2732270

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 X each form submission
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AIPSO	\$50.00	05/19/2008	20388588

SERFF Tracking Number: APST-125654299

State: Arkansas

Filing Company: AIPSO

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: Proposed Revised Endorsement AP 20 29 11 07 Arkansas Changes

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/28/2008	05/28/2008

SERFF Tracking Number: APST-125654299 State: Arkansas
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Project Name/Number: /AR 08-01

Disposition

Disposition Date: 05/28/2008

Effective Date (New): 05/28/2008

Effective Date (Renewal): 05/28/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: APST-125654299 *State:* Arkansas
Filing Company: AIPSO *State Tracking Number:* EFT \$50
Company Tracking Number:
TOI: 20.0 Commercial Auto *Sub-TOI:* 20.0001 Business Auto
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Arkansas Changes	Approved	Yes

SERFF Tracking Number: APST-125654299 State: Arkansas
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 TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Changes	AP 20 29 11 07	11 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #: AP 20 29 02 05 Previous Filing #:		AP 20 29 02 05.pdf AP 20 29 11 07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

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

For a covered "auto" licensed or principally garaged in Arkansas, the Coverage Form is changed as follows:

- I. **Physical Damage Coverage** is changed as follows:

If collision coverage, comprehensive coverage or specified causes of loss coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

 1. Breakdown;
 2. Repair; or
 3. Servicing.
- II. The **Appraisal For Physical Damage Loss** Condition of the **Business Auto Conditions** or **Truckers Conditions** Section is replaced by the following:
 1. If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
 2. If we submit to an appraisal, we will still retain our right to deny the claim.
 3. An appraisal decision will not be binding on either party.
- III. The following is added to the **Transfer of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the "insured" has been fully compensated for "loss" or damage sustained.
- IV. The **Other Insurance** Condition of the General Conditions of the **Business Auto Conditions** Section and the **Other Insurance—Primary And Excess Insurance Provisions** in the **Truckers Coverage Form** is changed by adding the following:

When the following applies:

 1. This Coverage Form and any other Coverage Form or policy providing liability, physical damage and uninsured motorists coverage apply to an "auto" in a given "accident"; and
 2. This Coverage Form provides coverage to an "insured" who:
 1. a. ~~one provides coverage to an "insured" Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or selling, repairing or servicing "autos"; and~~
 2. b. ~~the other provides coverage to a person not engaged in that business; and Is a duly licensed automobile dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or~~
 3. c. Is a duly licensed automobile dealer and loans the "auto" out for use as a demonstrator "auto"; and
 3. The other Coverage Form provides coverage to a person who is not working

~~for, and not employed by, a business described in paragraph 2.a, 2.b, or 2.c above, and who, at the time of an "accident", a person covered by a Coverage Form described in 2., above, is operating an "auto" provided by the a business covered by a Coverage Form described in paragraph 2.a, 2.b, or 2.c above; 1. as a temporary replacement or demonstrator "auto", while that person's "auto" is out of use because of its breakdown, servicing or repair, or has been offered and is being used as a demonstrator;~~

~~then the other Coverage Form that person's liability, physical damage and uninsured motorists coverage is primary and the this Coverage Form issued to a business covered by a Coverage Form described in paragraph 1. is excess over any coverage available to the person described in paragraph IV.3 covered by a Coverage Form described in paragraph 2.~~

V. The **Common Policy Conditions** are amended as follows:

A. **CANCELLATION**

Paragraphs A.2 and A.5 are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 20 days before the effective date of cancellation for any other reason:
5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The premium refund, if any, will be the full pro rata unearned premium.

The cancellation will be effective even if we have not made or offered a refund.

B. The **Changes** provision is replaced by the following:

CHANGES

1. Premium Changes

The premium for this policy is based on information we have received from you or other sources. You agree:

- a. that if any of this information material to the development of the policy premium is incorrect, incomplete or changed, we may adjust the premium accordingly during the policy period.
- b. to cooperate with us in determining if this information is correct and complete, and to advise us of changes in this information.

Any adjustment of your premium will be made using the rules in effect at the time of the change.

Premium adjustment may be made as the result of a change in:

- a. autos insured by the policy, including changes in use.
- b. drivers, driver's age or driver's marital status.
- c. coverages or coverage limits.
- d. rating territory.
- e. eligibility for discounts or other premium credits.

2. Coverage Changes

We may revise your policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which is changed, your policy will automatically provide the additional coverage as of the date the revision is effective in your state. Otherwise, this policy contains all of the coverage agreements between you and us. Its terms may not be changed or waived except by an endorsement issued by us.

C. **Inspections And Surveys** is changed with the addition of the following:

INSPECTIONS AND SURVEYS

You agree to comply with reasonable safety requirements recommended during the time period which we specify.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Copyright, Insurance Services Office, Inc., ~~1997~~ 2007

Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording coverage in accordance with the provisions of the Arkansas Automobile Insurance Plan.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM

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

For a covered "auto" licensed or principally garaged in Arkansas, the Coverage Form is changed as follows:

- I. **Physical Damage Coverage** is changed as follows:

If collision coverage, comprehensive coverage or specified causes of loss coverage is provided by this Coverage Form on at least one covered "auto", then a temporary substitute vehicle is also a covered "auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

 1. Breakdown;
 2. Repair; or
 3. Servicing.
- II. The **Appraisal For Physical Damage Loss Condition of the Business Auto Conditions or Truckers Conditions Section** is replaced by the following:
 1. If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:
 - a. Pay its chosen appraiser; and
 - b. Bear the other expenses of the appraisal and umpire equally.
 2. If we submit to an appraisal, we will still retain our right to deny the claim.
 3. An appraisal decision will not be binding on either party.
- III. The following is added to the **Transfer of Rights Of Recovery Against Others To Us Condition**:

We will be entitled to recovery only after the "insured" has been fully compensated for "loss" or damage sustained.
- IV. The **Other Insurance Condition of the General Conditions of the Business Auto Conditions Section and the Other Insurance—Primary And Excess Insurance Provisions in the Truckers Coverage Form** is changed by adding the following:

When the following applies:

 1. This Coverage Form and any other Coverage Form or policy providing liability, physical damage and uninsured motorists coverage apply to an "auto" in a given "accident"; and
 2. This Coverage Form provides coverage to an "insured" who:
 - a. Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or
 - b. Is a duly licensed automobile dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or
 - c. Is a duly licensed automobile dealer and loans the "auto" out for use as a demonstrator "auto"; and
 3. The other Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in paragraph 2.a, 2.b, or 2.c above, and who, at the time of the "accident", is operating an "auto" provided

by a business described in paragraph 2.a, 2.b, or 2.c above;

then the other Coverage Form is primary and this Coverage Form is excess over any coverage available to the person described in paragraph IV.3.

V. The **Common Policy Conditions** are amended as follows:

A. CANCELLATION

Paragraphs A.2 and A.5 are replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 20 days before the effective date of cancellation for any other reason:
5. If this policy is cancelled, we will send the first Named Insured any premium refund due.

The premium refund, if any, will be the full pro rata unearned premium.

The cancellation will be effective even if we have not made or offered a refund.

B. The **Changes** provision is replaced by the following:

CHANGES

1. Premium Changes

The premium for this policy is based on information we have received from you or other sources. You agree:

- a. that if any of this information material to the development of

the policy premium is incorrect, incomplete or changed, we may adjust the premium accordingly during the policy period.

- b. to cooperate with us in determining if this information is correct and complete, and to advise us of changes in this information.

Any adjustment of your premium will be made using the rules in effect at the time of the change.

Premium adjustment may be made as the result of a change in:

- a. autos insured by the policy, including changes in use.
- b. drivers, driver's age or driver's marital status.
- c. coverages or coverage limits.
- d. rating territory.
- e. eligibility for discounts or other premium credits.

2. Coverage Changes

We may revise your policy coverages to provide more protection without additional premium charge. If we do this and you have the coverage which is changed, your policy will automatically provide the additional coverage as of the date the revision is effective in your state. Otherwise, this policy contains all of the coverage agreements between you and us. Its terms may not be changed or waived except by an endorsement issued by us.

C. **Inspections And Surveys** is changed with the addition of the following:

INSPECTIONS AND SURVEYS

You agree to comply with reasonable safety requirements recommended during the time period which we specify.

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Instructions

The provisions of this endorsement must be attached to, incorporated in, or overprinted upon every applicable policy affording coverage in accordance with the provisions of the Arkansas Automobile Insurance Plan.

SERFF Tracking Number: APST-125654299

State: Arkansas

Filing Company: AIPSO

State Tracking Number: EFT \$50

Company Tracking Number:

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0001 Business Auto

Product Name: Proposed Revised Endorsement AP 20 29 11 07 Arkansas Changes

Project Name/Number: /AR 08-01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: APST-125654299 State: Arkansas
Filing Company: AIPSO State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto
Product Name: Proposed Revised Endorsement AP 20 29 11 07 Arkansas Changes
Project Name/Number: /AR 08-01

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Approved	05/28/2008

Comments:

I have included a copy of the PC TD 1 and a copy of the Cover Letter and Explanatory Memorandum.

Attachments:

AR08-01.pdf

AR 08 01 PC TD 1.pdf



May 19, 2008

Honorable Julie Benafield Bowman, Commissioner of Insurance
Department of Insurance
State of Arkansas
1200 W. Third Street
Little Rock, AR 72201-1904

**Arkansas Automobile Insurance Plan
Commercial Auto
Proposed Revised Endorsement AP 20 29 11 07 Arkansas Changes
AIPSO Filing No. AR 08-01**

Dear Commissioner Bowman:

On behalf of the subscribers to AIPSO, i.e., all subscribers to the Arkansas Automobile Insurance Plan, we are filing the attached amendments at the request of the Governing Committee.

Proposed Effective Date

Effective immediately or on a date as soon thereafter as is practical for companies to implement.

Defining the Issue

ARK. CODE ANN. Section 27-19-713(1) was amended to require that every motor vehicle liability, bodily injury, physical damage, uninsured and underinsured motorist insurance policy extend coverage on a primary basis to vehicles operated by the insured if such vehicle is rented or leased from a rental company.

Action Needed

We respectfully request your prompt consideration and approval of this filing.

Proposal

We propose amending the "Other Insurance" condition in the commercial auto endorsement in response to amended ARK. CODE ANN. Section 27-19-713(1).

Impact

These revisions will allow endorsement language to track amended Arkansas laws.

Attachments

- PC TD - 1
- Explanatory Memorandum
- Strike through and underscore copy of AP 20 29 02 05
- Specimen copy of AP 20 29 11 07

Please contact the undersigned at extension 3455 if you have any questions.

Sincerely,
Christopher A. Young, CPCU, CCP, Director

A handwritten signature in black ink that reads "Christopher Falaguerra". The signature is written in a cursive, flowing style.

Christopher Falaguerra, AIAF
Product Analyst
Manuals and Policy Forms

Attach.

pc: Ms. Suzy Sheriff, Manager—Arkansas Automobile Insurance Plan

<p style="text-align: center;">Proposed Revised Endorsement AP 20 29 11 07 Arkansas Changes AIPSO Filing No. AR 08-01</p>

Background

Currently, ARK. CODE ANN. § 27-19-713(1) requires that every motor vehicle liability insurance policy, every motor vehicle physical damage insurance policy, every motor vehicle uninsured and underinsured motorist insurance policy, and every motor vehicle insurance policy covering death or bodily injury insuring a motor vehicle licensed in Arkansas, or the occupants of the motor vehicle shall extend its liability, physical damage, uninsured and underinsured motorist, and death or bodily injury coverages to include any other motor vehicle operated by the insured individual and its occupants if the other motor vehicle is:

- loaned by a duly licensed automobile dealer as a temporary substitute, with or without compensation, to the insured individual for use as a temporary substitute vehicle while the insured's vehicle is out of use because of breakdown, repair, or servicing, or;
- loaned by a duly licensed automobile dealer for use as a demonstrator vehicle.

2007 Ark. Acts 373 (former H.B. 2243) amends ARK. CODE ANN. § 27-19-713(1) in part, to require that every motor vehicle liability, bodily injury, physical damage, and uninsured and underinsured motorist insurance policy extend coverage on a primary basis to any other motor vehicle operated by the insured and to its occupants, if such motor vehicle is rented or leased from a rental company as defined in ARK. CODE ANN. § 23-64-202(d)(2)(C).

ARK. CODE ANN. § 23-64-202 (d)(2)(C) defines a rental company as “any person or entity in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed ninety (90) days”.

Proposed Changes

AP 20 29 11 07 Arkansas Changes

Replaces AP 20 29 02 05

The Other Insurance condition is amended to clarify the priority of primary motor vehicle liability when an auto is provided as a temporary substitute vehicle by a licensed dealer or leased/rented for a period not more than 90 days.

These amendments are the same changes as filed and approved for ISO.

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

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

3. Group Name	AIPSO			Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	
AIPSO			13-2732270	

5. Company Tracking Number	AR 08-01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Chris Falaguerra AIPSO 302 Central Ave Johnston, RI 02919	Product Analyst	401-946-2310 x 3455	401-528-1251	Christopher.falaguerra @aipso.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Christopher A. Young, CPCU, CCP, CSP		

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

9. Type of Insurance (TOI)	20.0001
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	May 19, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AR 08-01
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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ARK. CODE ANN. Section 27-19-713(1) was amended to require that every motor vehicle liability, bodily injury, physical damage, uninsured and underinsured motorist insurance policy extend coverage on a primary basis to vehicles operated by the insured if such vehicle is rented or leased from a rental company.

We propose amending the “Other Insurance” condition in the commercial auto endorsement in response to amended ARK. CODE ANN. Section 27-19-713(1).

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]
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Check #: EFT 50.00
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.)**

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 08-01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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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	Arkansas Changes	AP 20 29 11 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AP 20 29 02 05	
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1