

SERFF Tracking Number: INMX-125688387 State: Arkansas  
Filing Company: InsureMax Insurance Company State Tracking Number: #8599 \$50  
Company Tracking Number: 17AR0608  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: AR Revision 6-08 Form  
Project Name/Number: /

## Filing at a Glance

Company: InsureMax Insurance Company  
Product Name: AR Revision 6-08 Form  
TOI: 19.0 Personal Auto  
Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Filing Type: Form

SERFF Tr Num: INMX-125688387 State: Arkansas  
SERFF Status: Closed State Tr Num: #8599 \$50  
Co Tr Num: 17AR0608 State Status: Fees verified and received  
Co Status: Reviewer(s): Alexa Grissom, Betty Montesi  
Author: Jennifer Capozziello Disposition Date: 06/17/2008  
Date Submitted: 06/13/2008 Disposition Status: Approved

Effective Date Requested (New): 07/14/2008 Effective Date (New): 07/14/2008  
Effective Date Requested (Renewal): 07/14/2008 Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Status of Filing in Domicile:  
Project Number: Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 06/17/2008  
State Status Changed: 06/16/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:

We are filing a form revision to our Arkansas Private Passenger Automobile Program. This revision contains page 11 of our Personal Auto Policy deleting the statement that "if cancellation is due to your non-payment of premium, a cancellation fee will apply". We cordially request an effective date of July 14, 2008 for new and renewal business.

Please contact me directly at (877) 858-4100 ext. 277 with any questions regarding this filing.

Sincerely,

SERFF Tracking Number: INMX-125688387 State: Arkansas  
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Jennifer Capozziello  
 Product Analyst

## Company and Contact

### Filing Contact Information

Jennifer Capozziello, Product Analyst  
 4976 SR 261  
 Newburgh, IN 47630

jcapozziello@insuremax.net  
 (812) 858-4100 [Phone]  
 (812) 858-4124[FAX]

### Filing Company Information

InsureMax Insurance Company  
 4976 SR 261  
 PO Box 607  
 Newburgh, IN 47630  
 (812) 858-4100 ext. 277[Phone]

CoCode: 10922  
 Group Code:

State of Domicile: Indiana  
 Company Type:

Group Name:  
 FEIN Number: 35-2042563

State ID Number:

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## Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
8599	\$50.00	06/11/2008

SERFF Tracking Number: INMX-125688387

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	06/17/2008	06/17/2008

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Alexa Grissom	06/16/2008	06/16/2008

#### Response Letters

Responded By	Created On	Date Submitted
Jennifer Capozziello	06/16/2008	06/16/2008

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## **Disposition**

Disposition Date: 06/17/2008

Effective Date (New): 07/14/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: INMX-125688387 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form (revised)	Personal Auto Policy p.11	Approved	Yes
Form	Personal Auto Policy p.11	Withdrawn	No

SERFF Tracking Number: INMX-125688387 State: Arkansas  
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Product Name: AR Revision 6-08 Form  
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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 06/16/2008  
Submitted Date 06/16/2008  
Respond By Date

Dear Jennifer Capozziello,

This will acknowledge receipt of the captioned filing. Do you have an amendatory endorsement that extends the non-renewal time period to 30 days?

Please feel free to contact me if you have questions.

Sincerely,  
Alexa Grissom

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 06/16/2008  
Submitted Date 06/16/2008

Dear Alexa Grissom,

### Comments:

### Response 1

Comments: Shortly after beginning to write business in Arkansas, we noticed that our policy booklet was incorrect regarding the number of days notice to use when issuing a non-renewal. We have been using 30 days notice, although we did not have our policy updated. It was overlooked for this revision. Please see the attached policy page.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific	Readability Score	Attach Document
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SERFF Tracking Number: INMX-125688387 State: Arkansas  
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 Product Name: AR Revision 6-08 Form  
 Project Name/Number: /

Data

Personal Auto Policy PAP 0608 0608 Policy/Coverage Form Replaced 09AR0108 AR PAP  
 p.11 (6-2008)  
 pg 11  
 amended.  
 pdf

**Previous Version**

Personal Auto Policy PAP 0608 0608 Policy/Coverage Form Replaced 09AR0108 AR PAP  
 p.11 (6-2008)  
 pg 11.pdf

*SERFF Tracking Number: INMX-125688387*

*State: Arkansas*

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*State Tracking Number: #8599 \$50*

*Company Tracking Number: 17AR0608*

*TOI: 19.0 Personal Auto*

*Sub-TOI: 19.0001 Private Passenger Auto (PPA)*

*Product Name: AR Revision 6-08 Form*

*Project Name/Number: /*

**No Rate/Rule Schedule items changed.**

Sincerely,  
Jennifer Capozziello

SERFF Tracking Number: INMX-125688387 State: Arkansas  
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 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
 Product Name: AR Revision 6-08 Form  
 Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Personal Auto Policy p.11	PAP 0608	0608	Policy/Coverage Replaced Form	Replaced Form #: 12/07 Previous Filing #: 09AR0108		AR PAP (6-2008) pg 11 amended.pdf

- (ii) homicide or assault arising out of the use of a motor vehicle; or
- (iii) three separate convictions of speeding or reckless driving, or any combination of the two, during the policy period or the three months prior to the effective date of the policy; or
- (d) for fraud, willful misrepresentation or concealment on the part of any insured with respect to a material fact or circumstance relating to the issuance or continuation of this policy; or
- (e) for any other reason allowed by law.

If **we** decide not to renew this policy, **we** will mail notice to **you** at the address shown in the Declarations. Notice will be mailed at least **30** days before the end of the policy period.

Proof of mailing any notice shall be sufficient proof of notice. The effective date of cancellation stated in a notice is the end of the policy period.

Upon cancellation, **you** may be entitled to a premium refund. **Our** making or offering a refund is not a condition of cancellation.

If **we** cancel this policy for a reason other than non-payment of premium, any refund due will be computed on a daily pro-rata basis.

If cancellation is at **your** request, ~~or for your non-payment of premium,~~ a cancellation fee of \$25 will apply.

If **you** or **we** cancel, any premium due to **you** of \$10.00 or less will be refunded to **you** only upon **your** written request.

With regards to abandoned property as defined by the Unclaimed Property Act, any property deemed abandoned is subject to a monthly processing and holding charge of \$10.00 per month. This charge shall occur each consecutive month that the property remains unclaimed until such time the value of the abandoned property equals zero dollars.

All policies are subject to a minimum of \$50 earned premium.

#### **AUTOMATIC TERMINATION**

This policy will automatically terminate at the end of the current policy period if **you** or **your** representative does not accept **our** offer to renew it. **Your** failure to pay the required renewal premium when due means that **you** have declined **our** offer.

**We** will mail or deliver any premium billing notice for renewal of this policy to **you**, at the address shown in the Declarations.

Coverage under this policy will terminate automatically:

- (1) If the down payment check for a new business policy or renewal term is not honored by the bank, the policy will be rescinded and no coverage will be afforded.
- (2) If other insurance is obtained on **your insured car**, similar insurance afforded under this policy for that **car** will cease on the effective date of the other insurance.
- (3) When a person other than an **insured person** becomes the owner of **your insured car**.

#### **FRAUD AND MISREPRESENTATION**

The statements made by **you** in the application are deemed to be **your** representations. If any representation contained in the application is false, misleading or materially affects the acceptance or rating of this risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, this policy will be null and void from its inception.

If any representation contained in any notification of change is false, misleading or materially affects the acceptance or rating of this risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, this policy will be null and void from the effective date of the change.

This policy will be voidable at **our** option if **you** or an **insured person** or any other individual act at or by the direction of **you** or any **insured person** has:

- (1) concealed or misrepresented any material fact; or
- (2) committed or attempted fraud concerning any matter regarding this policy whether before or after a **loss**.

If **we** void this policy, this shall not affect coverage under Part I—

Liability of this policy for a **loss** that occurs before **we** notify the named insured that the policy is void.

**You** have an ongoing duty to notify **us** if there is a material change in the risk or exposure that might affect the rating of your policy. (See “Changes In Your Policy” on page 9-10.)

## **PART VI– WHAT TO DO IN CASE OF AN AUTO ACCIDENT OR LOSS**

### **NOTICE OF ACCIDENT OR LOSS**

In the event of an accident or **loss**, notice must be given to **us** promptly. The notice must give the time, place, and circumstances of the accident or **loss**, including the names and addresses of injured persons and witnesses.

*FAILURE TO PROMPTLY REPORT A LOSS OR ACCIDENT TO US MAY JEOPARDIZE YOUR COVERAGE UNDER THIS POLICY.*

*WE WILL NOT PAY FOR ANY JUDGMENT RENDERED AGAINST YOU PRIOR TO OUR RECEIVING ACTUAL NOTICE OF THE LAWSUIT.*

### **OTHER DUTIES**

A person claiming any coverage under this policy must also:

- (1) cooperate with **us** and assist **us** in any matter concerning a claim or suit, including presence at a trial.
- (2) send **us** promptly any legal papers received relating to any claim or suit.
- (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 and other records including but not limited to credit and financial records.
- (5) submit a proof of loss under oath if required by **us**.
- (6) submit to an examination under oath as often as may be reasonably required.
- (7) upon **our** request, allow **us** to obtain a written or recorded statement concerning the circumstances of the claim and any damages claimed.

### **UNINSURED/UNDERINSURED MOTORISTS**

A person claiming Uninsured/Underinsured Motorists Coverage must also notify the police within 24 hours of the accident if a hit-and-run driver is involved.

An **insured person** shall send to **us**, by certified mail, return receipt requested, written notice of any tentative settlement agreement reached with the owner or operator of an **underinsured motor vehicle**, or that person’s liability insurer. However, this notice requirement shall not apply when **we** are making that offer of settlement as insurer of the owner or operator of the **underinsured motor vehicle**. The notice shall include:

- (1) written documentation of economic losses incurred, including copies of all medical bills;
- (2) written authorization or a court order allowing **us** to obtain medical reports from all employers and medical providers;
- (3) written confirmation from the owner or operator’s liability insurer as to the amount of the liability limits and the terms of the settlement agreement. The agreement shall not include any sum representing **punitive or exemplary damages**.

Within thirty (30) days of **our** receipt of written notice of the tentative settlement agreement, **we** may pay the sum offered in the settlement to the **insured person**. If **we** do this, **we** are entitled to subrogate to the extent of **our** payment to the **insured person’s** right of recovery against the owner or operator of the **underinsured motor vehicle** and the **insured person** must assign to **us** all rights to any amount subsequently paid from all applicable liability bonds and policies.

### **CAR DAMAGE**

A person claiming Car Damage Coverage must also:

- (1) take reasonable steps after **loss** to protect the **car** and its equipment from further **loss**. **We** will pay reasonable expenses incurred in providing that protection.

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*State Tracking Number: #8599 \$50*

*Company Tracking Number: 17AR0608*

*TOI: 19.0 Personal Auto*

*Sub-TOI: 19.0001 Private Passenger Auto (PPA)*

*Product Name: AR Revision 6-08 Form*

*Project Name/Number: /*

## **Rate Information**

Rate data does NOT apply to filing.

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State: Arkansas

Filing Company: InsureMax Insurance Company

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TOI: 19.0 Personal Auto

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Product Name: AR Revision 6-08 Form

Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**

Approved

06/17/2008

**Comments:**

**Attachment:**

Transmittal Document 0608 Forms.pdf

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

**1. Reserved for Insurance Dept. Use Only**

<b>2. Insurance Department Use only</b>	
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	

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #

<b>5. Company Tracking Number</b>	
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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

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

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

9. Type of Insurance (TOI)	
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 type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____
14. Effective Date(s) Requested	New: _____      Renewal: _____

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>16.</b>	<b>Reference Organization</b> (if applicable)	
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	
<b>18.</b>	<b>Company's Date of Filing</b>	
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	

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

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	<p><b>Check #:</b></p> <p><b>Amount:</b></p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p> <p><b>***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)</b></p>

### 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>				
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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		





<b>Overall Rate Information (Complete for Multiple Company Filings only)</b>			
		<b>COMPANY USE</b>	<b>STATE USE</b>
<b>5a.</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5b.</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5c.</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		
<b>6.</b>	<b>Overall percentage of last rate revision</b>		
<b>7.</b>	<b>Effective Date of last rate revision</b>		
<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>		
<b>9.</b>	<b>Rule # or Page # Submitted for Review</b>	<b>Replacement or Withdrawn?</b>	<b>Previous state filing number, if required by state</b>
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
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	

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## Superseded Attachments

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

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Personal Auto Policy p.11	06/09/2008	AR PAP (6-2008) pg 11.pdf

- (ii) homicide or assault arising out of the use of a motor vehicle; or
- (iii) three separate convictions of speeding or reckless driving, or any combination of the two, during the policy period or the three months prior to the effective date of the policy; or
- (d) for fraud, willful misrepresentation or concealment on the part of any insured with respect to a material fact or circumstance relating to the issuance or continuation of this policy; or
- (e) for any other reason allowed by law.

If **we** decide not to renew this policy, **we** will mail notice to **you** at the address shown in the Declarations. Notice will be mailed at least 20 days before the end of the policy period.

Proof of mailing any notice shall be sufficient proof of notice. The effective date of cancellation stated in a notice is the end of the policy period.

Upon cancellation, **you** may be entitled to a premium refund. **Our** making or offering a refund is not a condition of cancellation.

If **we** cancel this policy for a reason other than non-payment of premium, any refund due will be computed on a daily pro-rata basis.

If cancellation is at **your** request, ~~or for your non-payment of premium,~~ a cancellation fee of \$25 will apply.

If **you** or **we** cancel, any premium due to **you** of \$10.00 or less will be refunded to **you** only upon **your** written request.

With regards to abandoned property as defined by the Unclaimed Property Act, any property deemed abandoned is subject to a monthly processing and holding charge of \$10.00 per month. This charge shall occur each consecutive month that the property remains unclaimed until such time the value of the abandoned property equals zero dollars.

All policies are subject to a minimum of \$50 earned premium.

#### **AUTOMATIC TERMINATION**

This policy will automatically terminate at the end of the current policy period if **you** or **your** representative does not accept **our** offer to renew it. **Your** failure to pay the required renewal premium when due means that **you** have declined **our** offer.

**We** will mail or deliver any premium billing notice for renewal of this policy to **you**, at the address shown in the Declarations.

Coverage under this policy will terminate automatically:

- (1) If the down payment check for a new business policy or renewal term is not honored by the bank, the policy will be rescinded and no coverage will be afforded.
- (2) If other insurance is obtained on **your insured car**, similar insurance afforded under this policy for that **car** will cease on the effective date of the other insurance.
- (3) When a person other than an **insured person** becomes the owner of **your insured car**.

#### **FRAUD AND MISREPRESENTATION**

The statements made by **you** in the application are deemed to be **your** representations. If any representation contained in the application is false, misleading or materially affects the acceptance or rating of this risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, this policy will be null and void from its inception.

If any representation contained in any notification of change is false, misleading or materially affects the acceptance or rating of this risk by **us**, by either direct misrepresentation, omission, concealment of facts, or incorrect statements, this policy will be null and void from the effective date of the change.

This policy will be voidable at **our** option if **you** or an **insured person** or any other individual act at or by the direction of **you** or any **insured person** has:

- (1) concealed or misrepresented any material fact; or
- (2) committed or attempted fraud concerning any matter regarding this policy whether before or after a **loss**.

If **we** void this policy, this shall not affect coverage under Part I—

Liability of this policy for a **loss** that occurs before **we** notify the named insured that the policy is void.

**You** have an ongoing duty to notify **us** if there is a material change in the risk or exposure that might affect the rating of your policy. (See "Changes In Your Policy" on page 9-10.)

## **PART VI— WHAT TO DO IN CASE OF AN AUTO ACCIDENT OR LOSS**

### **NOTICE OF ACCIDENT OR LOSS**

In the event of an accident or **loss**, notice must be given to **us** promptly. The notice must give the time, place, and circumstances of the accident or **loss**, including the names and addresses of injured persons and witnesses.

*FAILURE TO PROMPTLY REPORT A LOSS OR ACCIDENT TO US MAY JEOPARDIZE YOUR COVERAGE UNDER THIS POLICY.*

*WE WILL NOT PAY FOR ANY JUDGMENT RENDERED AGAINST YOU PRIOR TO OUR RECEIVING ACTUAL NOTICE OF THE LAWSUIT.*

### **OTHER DUTIES**

A person claiming any coverage under this policy must also:

- (1) cooperate with **us** and assist **us** in any matter concerning a claim or suit, including presence at a trial.
- (2) send **us** promptly any legal papers received relating to any claim or suit.
- (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 and other records including but not limited to credit and financial records.
- (5) submit a proof of loss under oath if required by **us**.
- (6) submit to an examination under oath as often as may be reasonably required.
- (7) upon **our** request, allow **us** to obtain a written or recorded statement concerning the circumstances of the claim and any damages claimed.

### **UNINSURED/UNDERINSURED MOTORISTS**

A person claiming Uninsured/Underinsured Motorists Coverage must also notify the police within 24 hours of the accident if a hit-and-run driver is involved.

An **insured person** shall send to **us**, by certified mail, return receipt requested, written notice of any tentative settlement agreement reached with the owner or operator of an **underinsured motor vehicle**, or that person's liability insurer. However, this notice requirement shall not apply when **we** are making that offer of settlement as insurer of the owner or operator of the **underinsured motor vehicle**. The notice shall include:

- (1) written documentation of economic losses incurred, including copies of all medical bills;
- (2) written authorization or a court order allowing **us** to obtain medical reports from all employers and medical providers;
- (3) written confirmation from the owner or operator's liability insurer as to the amount of the liability limits and the terms of the settlement agreement. The agreement shall not include any sum representing **punitive or exemplary damages**.

Within thirty (30) days of **our** receipt of written notice of the tentative settlement agreement, **we** may pay the sum offered in the settlement to the **insured person**. If **we** do this, **we** are entitled to subrogate to the extent of **our** payment to the **insured person's** right of recovery against the owner or operator of the **underinsured motor vehicle** and the **insured person** must assign to **us** all rights to any amount subsequently paid from all applicable liability bonds and policies.

### **CAR DAMAGE**

A person claiming Car Damage Coverage must also:

- (1) take reasonable steps after **loss** to protect the **car** and its equipment from further **loss**. **We** will pay reasonable expenses incurred in providing that protection.