

SERFF Tracking Number: NVAC-125461558 State: Arkansas  
Filing Company: NOVA Casualty Company State Tracking Number: EFT \$50  
Company Tracking Number: C0316NOVAAPDFO  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
Product Name: APD - Remaining States RRF  
Project Name/Number: APD - Remaining States RRF/C0316NovaAPDFO

## Filing at a Glance

Company: NOVA Casualty Company

|   |                               |   |
|---|-------------------------------|---|
| Product Name: APD - Remaining States RRF        | SERFF Tr Num: NVAC-125461558  | State: Arkansas   |
| TOI: 20.0 Commercial Auto                       | SERFF Status: Closed          | State Tr Num: EFT \$50  |
| Sub-TOI: 20.0001 Business Auto                  | Co Tr Num: C0316NOVAAPDFO     | State Status: Fees verified and received                        |
| Filing Type: Form                               | Co Status: Initial Co. Filing | Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding |
|   | Author: Brenda Eldridge       | Disposition Date: 06/20/2008                                    |
|   | Date Submitted: 02/01/2008    | Disposition Status: Approved                                    |
| Effective Date Requested (New): On Approval     |                               | Effective Date (New): 06/20/2008                                |
| Effective Date Requested (Renewal): On Approval |                               | Effective Date (Renewal): 06/20/2008                            |

State Filing Description:

## General Information

|  |   |
|--|---|
| Project Name: APD - Remaining States RRF | Status of Filing in Domicile: Not Filed |
| Project Number: C0316NovaAPDFO           | Domicile Status Comments:               |
| Reference Organization: NA               | Reference Number:                       |
| Reference Title:                         | Advisory Org. Circular:                 |
| Filing Status Changed: 06/20/2008        |   |
| State Status Changed: 02/14/2008         | Deemer Date:                            |
| Corresponding Filing Tracking Number:    |   |
| Filing Description:                      |   |
| Nova Casualty Company                    |   |
| Filing Memorandum                        |   |
| Auto Physical Damage Program             |   |

### General Information

Nova's Auto Physical Damage Program focuses on trucking entities operating in the U.S. We will offer Automobile

*SERFF Tracking Number:* NVAC-125461558                      *State:* Arkansas  
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Physical Damage coverage to meet the unique insurance needs of the transportation industry for both trucking operations as well as owner operators.

The program is designed to meet the Physical Damage requirements of long, medium and short haul with 1-1,000 plus power units. Groups of 10 power units and over will have a separate rating structure.

Operations and commodities eligible under this program include independent contractors, common carriers, contract carriers and other companies involved in the transportation of general freight and miscellaneous commodities for another, utilizing over the road vehicles.

Haulers of the following commodities are prohibited in the program:

- Butane
- Chlorine
- Coal
- Dynamite/Nitroglycerine and other highly explosive materials
- Gasoline and related petroleum products
- Hanging meat
- Hazardous materials/chemicals
- Haulers of commodities classified as hazardous by the Department of Transportation
- Liquid anhydrous ammonia
- LPG
- Logs
- Livestock
- Propane
- Radioactive Materials

#### Administration

The program will be written through licensed retail agents. Individual Commercial Auto Policies will be issued to each trucking entity or Owner Operator. Certificates of insurance may be issued for informational purposes to Owner Operators and/or Loss Payee.

#### Pricing

The rates for this program are attached for informational purposes only.



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## Correspondence Summary

### Dispositions

| Status   | Created By       | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 06/20/2008 | 06/20/2008     |

### Objection Letters and Response Letters

| Objection Letters               |                     |            |                | Response Letters |            |                |
|---------------------------------|---------------------|------------|----------------|------------------|------------|----------------|
| Status                          | Created By          | Created On | Date Submitted | Responded By     | Created On | Date Submitted |
| Pending<br>Industry<br>Response | Llyweyia<br>Rawlins | 02/14/2008 | 02/14/2008     | Brenda Eldridge  | 06/20/2008 | 06/20/2008     |

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## **Disposition**

Disposition Date: 06/20/2008

Effective Date (New): 06/20/2008

Effective Date (Renewal): 06/20/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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| Item Type           | Item Name   | Item Status | Public Access |
|---------------------|---|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty  | Approved    | Yes           |
| Supporting Document | Form F-1  | Approved    | Yes           |
| Supporting Document | Form SelfCert                                     | Approved    | Yes           |
| Supporting Document | Checklist   | Approved    | Yes           |
| Form (revised)      | Business Auto Physical Damage Form                | Approved    | Yes           |
| Form                | Business Auto Physical Damage Form                | Approved    | No            |
| Form                | Business Auto Physical Damage Policy Declarations | Approved    | Yes           |
| Form                | Schedule of Covered Autos you Own                 | Approved    | Yes           |
| Form                | Certificate of Insurance                          | Approved    | Yes           |
| Form                | Auto Physical Damage Reporting Endorsement        | Approved    | Yes           |
| Form                | Truckers Plus Endorsement                         | Approved    | Yes           |
| Form (revised)      | Auto Forms and Endorsement Shchedule              | Approved    | Yes           |
| Form                | Auto Forms and Endorsement Shchedule              | Approved    | No            |
| Form                | Arkansas Business Auto Physical Damage Form       | Approved    | Yes           |

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 02/14/2008  
Submitted Date 02/14/2008  
Respond By Date 02/23/2008

Dear Brenda Eldridge,

Form: NCA 0054 Business Auto Physical Damage Cov.

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Form: NCA0057 Auto Forms and Endst.

Please convert this form over to pdf document instead of word document per serff requirement.

Thank You

Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,

Llyweyia Rawlins

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 06/20/2008  
Submitted Date 06/20/2008

Dear Llyweyia Rawlins,

### Comments:

### Response 1

Comments: In response to your objection of 02/14/2008 and subsequent email of 06/17/2008 please find that we have revised for NCA0054 Business Auto Physical Damage Coverage to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The new form number is ACA00260608.

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We have also uploaded NCA0057 Auto Forms and Endorsements in a .pdf versions and per Serff requirements.

**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                   |
|---|-------------|--------------|-----------------------------------|-----------|----------------------|-------------------|-----------------------------------|
| Business Auto Physical Damage Form          | NCA0054     | 07-06        | Policy/Coverage Form              | Withdrawn |                      | 0                 |                                   |
| <b>Previous Version</b>                     |             |              |                                   |           |                      |                   |                                   |
| Business Auto Physical Damage Form          | NCA0054     | 07-06        | Policy/Coverage Form              | New       |                      | 0                 | NCA 0054 07-06.pdf                |
| Auto Forms and Endorsement Shchedule        | NCA0057     | 07-06        | Endorsement/Amendment /Conditions | New       |                      | 0                 | NCA 0057 07-06.pdf                |
| <b>Previous Version</b>                     |             |              |                                   |           |                      |                   |                                   |
| Auto Forms and Endorsement Shchedule        | NCA0057     | 07-06        | Endorsement/Amendment /Conditions | New       |                      | 0                 | NCA 0057 07-06 Forms Schedule.doc |
| Arkansas Business Auto Physical Damage Form | ACA0026     | 0608         | Policy/Coverage Form              | New       |                      |                   | ACA0026 _06-08.pdf                |

No Rate/Rule Schedule items changed.

Sincerely,  
 Brenda Eldridge

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## Form Schedule

| Review Status | Form Name   | Form #  | Edition Date | Form Type Action                 | Action Specific Data           | Readability | Attachment         |
|---------------|---|---------|--------------|----------------------------------|--------------------------------|-------------|--------------------|
| Approved      | Business Auto Physical Damage Form                | NCA0054 | 07-06        | Policy/Coverage Form             | Withdrawn Replaced Form #:0.00 |             |                    |
| Approved      | Business Auto Physical Damage Policy Declarations | NCA0056 | 07-06        | Declaration News/Schedule        | Previous Filing #:             | 0.00        | NCA 0056 07-06.pdf |
| Approved      | Schedule of Covered Autos you Own                 | NCA0058 | 07-06        | Declaration News/Schedule        |                                | 0.00        | NCA 0058 07-06.pdf |
| Approved      | Certificate of Insurance                          | NCA0059 | 07-06        | Certificate New                  |                                | 0.00        | NCA 0059 07-06.pdf |
| Approved      | Auto Physical Damage Reporting Endorsement        | NCA0060 | 07-06        | Endorsement/Amendment/Conditions |                                | 0.00        | NCA 0060 07-06.pdf |
| Approved      | Truckers Plus Endorsement                         | NCA0061 | 07-06        | Endorsement/Amendment/Conditions |                                | 0.00        | NCA 0061 07-06.pdf |
| Approved      | Auto Forms and Endorsement Schedule               | NCA0057 | 07-06        | Endorsement/Amendment/Conditions |                                | 0.00        | NCA 0057 07-06.pdf |
| Approved      | Arkansas Business Auto Physical Damage Form       | ACA0026 | 0608         | Policy/Coverage Form             |                                |             | ACA0026_06-08.pdf  |





**SCHEDULE OF COVERED AUTOS YOU OWN**

**DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.  
Including additions, changes and deletions.**

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see attached endorsement(s).

**DATE OF THIS SCHEDULE:**

| A<br>Veh No. | DESCRIPTION   |               |              |                         | Stated<br>Amount* | Garaging Location<br>St-Zip Territory |
|--------------|---------------|---------------|--------------|-------------------------|-------------------|---------------------------------------|
|              | Year<br>Model | Trade<br>Name | Body<br>Type | Serial Number<br>or VIN |                   |                                       |

001      VEHICLE SCHEDULE ON FILE WITH COMPANY

| B<br>Veh No. | CLASSIFICATION   |     |                        |              |                                    |               | VEHICLE CHANGE ENDS REFERENCES<br>(o/t Additions or Deletions)<br>(Endorsement Date or Seq. No.) |
|--------------|------------------|-----|------------------------|--------------|------------------------------------|---------------|--|
|              | Radius<br>of Ops | Use | GVW,<br>GCW<br>Seating | Age<br>Group | Rating Factor<br><br>Liab Phys Dam | Class<br>Code |  |

| C<br>Veh No. | Date<br>Vehicle<br>Deleted | Date<br>Added If<br>Not At<br>Inception | Loss<br>Payee** | COVERAGES            |                    |                |           |     |
|--------------|----------------------------|---|-----------------|----------------------|--------------------|----------------|-----------|-----|
|              |                            |   |                 | Liability<br>Premium | Med Pay<br>Premium | PIP<br>Premium | Added PIP | PPI |

| D<br>Veh No. | COVERAGES (Continued)   |                      |         |       |         |            |         |                   |
|--------------|-------------------------|----------------------|---------|-------|---------|------------|---------|-------------------|
|              | Un-Und Ins.<br>Motorist | Other Than Collision |         |       |         | Collision  |         | Towing &<br>Labor |
|              |                         | Descrip.             | Deduct. | Limit | Premium | Deductible | Premium |                   |

\* Actual Cash Value or Cost of Repair, whichever is less.

\*\* Except for Towing, all Physical Damage Loss is payable to you and the Loss Payee per attached endorsement as interests may appear at the time of loss..

|                                 |                   |
|---------------------------------|-------------------|
| <b>CERTIFICATE OF INSURANCE</b> |                   |
| <b>Issue date:</b>              |                   |
| <b>Named Insured</b>            | <b>CSR/Agency</b> |
|                                 |                   |

|                        |                             |                        |                            |                       |
|------------------------|-----------------------------|------------------------|----------------------------|-----------------------|
| <u><b>COVERAGE</b></u> | <u><b>EFF/EXP DATES</b></u> | <u><b>POLICY #</b></u> | <u><b>LIMITS</b></u>       | <u><b>INSURER</b></u> |
|                        |                             |                        |                            |                       |
| <u>Vehicle</u>         | <u>Client unit #</u>        | <u>VIN</u>             |                            |                       |
| Date coverage bound:   |                             | <u>As of date...</u>   | <u>Insured value is...</u> |                       |

|  |  |
|--|--|
| DESCRIPTION OF ENDORSEMENTS OR SPECIAL PROVISIONS  |  |
| <p>This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by policies shown above. Should any of the above policies described be cancelled before the expiration date shown, we will endeavor to mail 10 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, it's agents or representatives.</p> |  |

|   |
|---|
| <b>The following is named as cert holder:</b> |
|   |



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO PHYSICAL DAMAGE REPORTING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL AUTO POLICY**

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

1. The Named Insured represents that the stated amount of all units as per schedule on file with the Company at the inception date of this policy is \$\_\_\_\_\_.
  
2. **MAINTENANCE OF RECORDS** – The Named Insured shall maintain a record of additions to and deletions from the fleet of units during the policy period, showing as to each unit the date of acquisition, disposition or sale and the description including the stated amount.
  
3. **EXAMINATION OF RECORDS** – The Company through any authorized representative and at all reasonable times shall be permitted to examine the books, records and files of the Named Insured for the purpose of determining any facts relating to this insurance.
  
4. **PREMIUM** – The earned premium for this insurance shall be computed monthly by applying the monthly rate of \_\_\_\_\_ per \$100 of value to the total amount of values of all covered units at the close of business on the last business day of each month.

In the event a policy is effective other than the first of the month, there will be a pro-rata interim adjustment to convert the monthly billing to the first date of the subsequent month.

The monthly premium will be based on vehicles covered under this policy on each monthly billing date.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## TRUCKERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTO POLICY

The following coverages A.-F., described by this endorsement are to be mutually exclusive of each other and constitute separate "insuring" agreements. These coverages are supplementary to the coverages offered in your Commercial Auto Policy. Coverage is provided only if a premium charge is displayed for the Supplemental Coverage Item Line in your Commercial Auto Policy Declarations page or Certificate of Insurance. Definitions not included in this endorsement are those definitions in the Commercial Auto Policy to which this endorsement is attached.

#### **A. DOWNTIME/RENTAL REIMBURSEMENT COVERAGE**

We will pay for "Downtime" in an amount of up to a maximum of \$150 each day, or \$750 a week, subject to a maximum of \$5,000 each "Loss" incurred after the "Waiting Period".

##### **Definitions**

"Downtime" means:

1. Loss of "Business Income" you incur due to necessary suspension of your operations during the "Period of Restoration". The suspension must be caused by direct physical loss of or damage to a Covered Auto described in the Certificate on file with the Company, caused by or resulting from any Covered Cause of Loss.
2. Extra expenses that minimize the suspension of your business operations and that you would not have incurred if there had been no direct physical loss of or damage to your Covered Auto caused by or resulting from a Covered Cause of Loss. This includes the rental of a reasonable substitute vehicle.

"Business Income" means:

1. Net income, which is gross income less operating expenses before income taxes, that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

"Waiting Period" means:

1. Seven days after we have given you our agreement to pay for appraised repairs and you have given "Authorized of Repair or
2. If you choose to wait, or use your vehicle for some period of time before authorizing repair, then "downtime" coverage will begin on the seventh day after the date on which you authorize those repairs which we had previously given our agreement to pay.

"Authorization of Repair" means:

The insured's signing of the work order at the repair facility or the time when the repairs of the Covered Auto commence.

"Period of Restoration" means:

The period of time after the waiting period has been satisfied until the date when the

Covered Auto has reasonably been scheduled to be repaired, rebuilt or replaced.

or rings.

### Exclusions

1. We will not pay for "Loss" arising out of any dishonest or illegal act, alone or in collusion with another by you, others under your employment or service or any person or persons to whom the property may be entrusted.
2. We will not pay for "Downtime" for the period of time between the date of the "Loss" and our authorization to repair the vehicle.
3. "Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effect of "Pollutants".

- d. Precious metals and stones such as gems, gold, platinum or silver.
- e. Furs.
- f. Animals, birds or fish.
- g. Motorized vehicles.

2. This coverage excludes "Loss" caused by the following:

Theft if, at the time of "Loss" the Covered Auto is unattended, unless the Loss is the result of forcible entry into such vehicle while all doors, windows or other openings are closed and locked and provided there are visible signs or marks of forcible entry.

3. This coverage excludes:

Mysterious disappearance of the covered property. Collusion, conversion, embezzlement, secretion of any other intentional loss to the covered property.

### Other Insurance Provision

In the event of other insurance for the same loss, the coverage provided by the Supplemental Coverages Endorsement will be excess over any other collectable insurance.

### Other Insurance Provision

In the event of other insurance for the same coverage, the coverage provided by this **Supplemental Coverages Endorsement** will be excess over any other collectable insurance.

## B. PERSONAL EFFECTS COVERAGE

We will pay the lesser of actual cash value, repair cost or replacement cost, up to a limit of \$5,000 for any one loss subject to a \$250.00 deductible, for "Loss" to personal property or effects of the Insured. The property must be in the Covered Auto at the time of loss.

## C. ELECTRONIC EQUIPMENT COVERAGE

We will pay the lesser of actual cash value, repair cost or replacement cost, up to a limit of \$5,000 for any one loss subject to a \$250.00 deductible, for "Loss" to electronic equipment, including satellite communication equipment, antennas, tapes, records, discs or other similar devices used with the electronic equipment and other accessories used for audio, visual or data purposes. At the time of "Loss" the equipment must be in or on the Covered Auto.

### Exclusions

1. This coverage excludes "Loss" of the following:
  - a. .Accounts, bills, currency, deeds, evidence of debt, money, notes or securities.
  - b. Electronic equipment or tapes, records, discs or other similar audio visual or data electronic equipment.
  - c. Jewelry, watches, necklaces, bracelets

### Exclusions

1. We will not pay for the following:
2. Equipment used to operate the Covered Auto.

3. Radar detection devices.
4. Actual data, however maintained.
5. Facts, concepts or instructions converted to a form for use with electronic equipment.
6. The cost to reproduce or replace information placed on electronic equipment.
7. Loss because of theft if, at the time of "Loss" the covered auto is unattended, unless the loss is the result of forcible entry into such auto while all doors, windows or other openings are closed and locked and provided there are visible signs or marks of forcible entry.
8. Loss due to mysterious disappearance of covered property.
9. Loss from collusion conversion, embezzlement, secretion or any other intentional loss to the covered equipment.
10. Any satellite and satellite equipment, speakers, stereo equipment, computers and computer equipment, monitors or televisions not permanently installed to the vehicle.

- (5) the sinking, burning, collision or derailment of any conveyance transporting the covered auto;
- (6) mischief or vandalism or
- (7) collision.

#### **E. SINGLE DEDUCTIBLE CLAUSE**

You will pay the deductible stated on the declarations page only once for damages to your tractor and trailer when both are insured by this policy and are damaged by the same covered cause of loss.

#### **F. DIMINISHING DEDUCTIBLE**

The deductible stated on the declarations page will decrease 25% of the deductible amount at policy inception for every year in which the insured does not have a loss until the deductible reaches \$0. The deductible will reset to the original amount as at policy inception when the insured has a loss.

#### **Other Insurance Provision**

In the event of other insurance for the same coverage, the coverage provided by this **Supplemental Coverages Endorsement** will be excess over any other collectable insurance.

#### **D. TARPS, CHAINS AND BINDERS**

We will pay for loss of tarps, chains and binders up to a limit of \$500 and subject to a deductible of \$100 per loss if the loss occurs while the tarps, chains and binders are used with the insured trailer or semi-trailer as described in the policy/certificate. This coverage extends to loss caused by:

- (1) fire, lightning or explosion;
- (2) theft, provided notice of theft is reported to the police;
- (3) windstorm, hail or earthquake;
- (4) flood;



**AUTO PHYSICAL DAMAGE AUTO POLICY  
FORMS AND ENDORSEMENTS SCHEDULE**

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It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

| Form | ST | Date Added (if not at inception)<br>Or<br>Date Deleted | Form Description |
|------|----|--|------------------|
|------|----|--|------------------|

**COMMERCIAL AUTO POLICY  
BUSINESS AUTO PHYSICAL DAMAGE  
COVERAGE FORM - ARKANSAS**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section IV – Definitions.

**SECTION I – COVERED AUTOS**

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

**A. Description Of Covered Auto Designation Symbols**

| Symbol | Description Of Covered Auto Designation Symbols |   |
|--------|---|---|
| 51     | Owned "Autos" Only                              | Only the "autos" you own. Only those trucks, tractors and "trailers" you own. This includes those trucks, tractors and "trailers" you acquire ownership of after the policy begins. |
| 52     | Specifically Described "Autos"                  | Only those "autos" described on the schedules issued to you which become part of this policy and for which a premium charge is shown on the schedules.                              |

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols **51** is entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **52** is entered next to a coverage in Item Two of the Declarations or Certificate of Insurance, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
  - c. Any "auto" you do not own while renting or leasing for a period of 30 days or less while a covered "auto" you own that is out of service because of it's:
    - a. Repair; or
    - b. Servicing.

**SECTION II –PHYSICAL DAMAGE COVERAGE**

**A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:
  - a. **Comprehensive Coverage**  
From any cause except:
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.
  - b. **Specified Causes Of Loss Coverage**  
Caused by:
    - (1) Fire, lightning or explosion;
    - (2) Theft;
    - (3) Windstorm, hail or earthquake;
    - (4) Flood;
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
  - c. **Collision Coverage**  
Caused by:
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.

**2. Tarps, Chains and Binders.** We will pay for loss of tarps, chains and binders up to a limit of \$500 and subject to a deductible of \$100 per loss if the loss occurs while the tarps, chains and binders are used with the insured trailer as described in the policy/certificate. This coverage extends to loss caused by:

- (1) fire or explosion;
- (2) theft, provided notice of theft is reported to the police;
- (3) windstorm, hail or earthquake;
- (4) flood;
- (5) the sinking, burning, collision or derailment of any conveyance transporting the covered auto; or
- (6) collision

**3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**  
If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

#### **4. Supplementary Payments**

- a. We will pay towing and wrecker charges that result from a covered loss equal to 10% of the actual cash value or stated amount of the covered auto, whichever is less, but only to a qualified service dealer nearest to the location of disablement who is qualified and capable to perform repair of the auto.
- b. We will pay reasonable storage charges for a covered "auto" that result from a covered "loss". The most we will pay is the lesser of:

- (1) those charges that are due and payable at the time we offer payment for "loss" to a

covered auto in accordance with the terms and conditions of the policy; or

- (2) those charges that are due and payable at the time we agree to movement of a covered "auto" to another place of repair.

#### **B. Exclusions**

**1.** We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

##### **a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

##### **b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**2.** We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions **2.c.** and **2.d.** do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.
3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
  - (1) Wear and tear, freezing, mechanical or electrical breakdown.
  - (2) Blowouts, punctures or other road damage to tires.
4. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.
5. We will not pay for "loss" to any covered "auto" caused by or resulting from the discharge, dispersal, release or escape of, or contact with "pollutants".
6. We will not pay for "loss" to any covered "auto", its equipment, tarps, chains and binders, while in anyone else's possession under a written "trailer" interchange agreement. This exclusion does not apply to a "loss" payee; however, if we pay the loss payee, you must reimburse us for our payment.
7. Under the Comprehensive Coverage or Specified Perils Coverage to "loss" or damage due to conversion, embezzlement or secretion by any person in possession of a covered "auto" and its equipment under a bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance.
8. We will not pay for "loss" of or damage to any personal effects, tools or other property of the insured or of others carried in or upon the covered "auto" except as provided for by the coverage for Tarps, Chains and Binders.
9. We will not pay for "loss" of or damage to any covered "auto", its equipment, tarps, chains and binders, while operated, maintained or used by any person in violation of any state operator's license requirement or, in any event, by any person under the age of eighteen (18) years.
10. We will not pay for "loss" or damage to any covered "auto", its equipment, tarps, chains and binders, while subject to any bailment, lease, conditional sale, mortgage or other encumbrance not specifically declared and described in the insurance.
11. We will not pay for "loss" or damage to any covered "auto", its equipment, tarps, chains and binders, while it is used in connection with any illegal or illicit trade or transportation.
12. We will not pay for "loss" or damage by theft caused by any person or persons in the insured's household or in the insured's service or employment.
13. We will not pay for "loss" or theft suffered by the Insured as the result of voluntarily parting with the title or possession of the covered "auto" and its equipment, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.
14. We will not pay for "loss" due to the wrongful conversion, embezzlement, vendee, lessee or other person in lawful possession of the insured's property under a mortgage, conditional sale, lease or other contract agreement, whether written or verbal.
15. We will not pay for "loss" or physical damage to any covered "auto", its equipment, tarps, chains and binders, when off public roads, while practicing for, testing for, or participating in a speed contest, time trials or any kind of exhibition.
16. We will not pay for "loss" due to any seizure, capture, confiscation or appropriation by any governmental authority or law enforcement agency.
17. We will not pay for "loss" to a covered "auto"

due to "diminution in value".

### C. Limit Of Insurance And Deductible

1. The most we will pay for "loss" in any one "accident" is the least of the following amounts minus any applicable deductible shown in the Schedule:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss";
- b. The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
- c. The stated amount shown in the Schedule of Autos, Item Two of the Declarations.

However, if the limit of liability you declared in the Schedule of autos, Item Two of the Declarations is less than eighty percent (80%) of the actual cash value at the time of "loss" to your covered "auto", you will share with us in the "loss" as follows:

- (1) we will pay the same portion of the "loss" which the limit of liability you declared in the Schedule of "autos", Item Two of the Declarations bears to the actual cash value of your insured auto at the time of "loss"; and
  - (2) we will reduce the amount of "loss" by the "auto" damage deductible shown in the Schedule of Autos, Item Two of the Declarations prior to calculating the proportionate amount we will pay.
  - (3) For each covered "auto", our obligation to pay for, repairs, return or replace damage or stolen property will be reduced by the applicable deductible shown in the Schedule of Autos, Item Two of the Declarations.
  - (4) In the event of our payment of the stated amount or actual cash value of any covered "auto", whichever is less, we may take title and possession of the damage property for salvage.
  - (5) Any payment for "loss" relating to a Temporary Substitute Automobile will not exceed the stated amount shown in the Schedule of Autos, Item Two of the Declarations.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations or Schedule. Any Comprehensive Coverage Deductible shown in the Declarations or Schedule does not apply to "loss" caused by fire or lightning.

## SECTION III –BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

#### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, 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. A decision agreed to by any two will be voluntary and non-binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "loss", you must give us or our authorized representative prompt notice of the accident or "loss". Include:
  - (1) How, when and where the "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or suit.

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit.
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is a "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examination under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

### 4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligation under this Coverage Form.

### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

## 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the "private passenger" type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a suit on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## B. "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- D. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or suit is brought.
- E. "Loss" means direct and accidental loss or damage.
- F. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
  1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
  5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.

## SECTION IV – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- G. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- H. "Private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.
- I. "Property damage" means damage to or loss of use of tangible property.
- J. "Trailer" includes semitrailer or a dolly used to convert a semitrailer into a trailer. But for Trailer Interchange Coverage only, "trailer" also includes a container.

*SERFF Tracking Number:* NVAC-125461558      *State:* Arkansas  
*Filing Company:* NOVA Casualty Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* C0316NOVAAPDFO  
*TOI:* 20.0 Commercial Auto      *Sub-TOI:* 20.0001 Business Auto  
*Product Name:* APD - Remaining States RRF  
*Project Name/Number:* APD - Remaining States RRF/C0316NovaAPDFO

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: NVAC-125461558 State: Arkansas  
Filing Company: NOVA Casualty Company State Tracking Number: EFT \$50  
Company Tracking Number: C0316NOVAAPDFO  
TOI: 20.0 Commercial Auto Sub-TOI: 20.0001 Business Auto  
Product Name: APD - Remaining States RRF  
Project Name/Number: APD - Remaining States RRF/C0316NovaAPDFO

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 06/20/2008

**Comments:**

**Attachment:**

NAIC Transmittal.pdf

**Satisfied -Name:** Form F-1 **Review Status:** Approved 06/20/2008

**Comments:**

**Attachment:**

FORM F-1 Additional Forms.pdf

**Satisfied -Name:** Form SelfCert **Review Status:** Approved 06/20/2008

**Comments:**

**Attachment:**

FORM SELFCERT.pdf

**Satisfied -Name:** Checklist **Review Status:** Approved 06/20/2008

**Comments:**

**Attachment:**

Checklist.pdf

## Property & Casualty Transmittal Document

|   |  |              |  |                  |  |
|---|--|--------------|--|------------------|--|
| <b>1. Reserved for Insurance Dept. Use Only</b> | <b>2. Insurance Department Use only</b><br>a. Date the filing is received:<br>b. Analyst:<br>c. Disposition:<br>d. Date of disposition of the filing:<br>e. Effective date of filing:<br><table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;">New Business</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Renewal Business</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table> f. State Filing #:<br>g. SERFF Filing #:<br>h. Subject Codes | New Business |  | Renewal Business |  |
| New Business                                    |  |              |  |                  |  |
| Renewal Business                                |  |              |  |                  |  |

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

| 4. Company Name(s) | Domicile | NAIC # | FEIN # | State # |
|--------------------|----------|--------|--------|---------|
|                    |          |        |        |         |
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|-----------------------------------|--|
| <b>5. Company Tracking Number</b> |  |
|-----------------------------------|--|

**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<br><input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms<br><input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. Effective Date(s) Requested  | New: <input style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" type="text"/>   |
| 15. Reference Filing?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |
| 16. Reference Organization (if applicable)   |   |
| 17. Reference Organization # & Title   |   |
| 18. Company's Date of Filing   |   |
| 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 #

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

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.)

PC TD-1 pg 2 of 2

## 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><br>(Company tracking number of rate/rule filing, if applicable) |  |
|-----------|---|--|

| 3. | Form Name<br>/Description/Synopsis | Form #<br>Include edition date | Replacement<br>Or<br>withdrawn?  | If replacement,<br>give form #<br>it replaces | Previous state<br>filing number,<br>if required by state |
|----|------------------------------------|--------------------------------|--|---|--|
| 01 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 02 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 03 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 04 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 05 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 06 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 07 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 08 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 09 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 10 |                                    |                                | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |

PC FFS-1

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

|           |  |  |
|-----------|--|--|
| <b>1.</b> | <b>This filing transmittal is part of Company Tracking #</b> |  |
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|           |   |  |
|-----------|---|--|
| <b>2.</b> | <b>This filing corresponds to form filing number</b><br>(Company tracking number of form filing, if applicable) |  |
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

|           |  |  |
|-----------|--|--|
| <b>3.</b> | <b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b> |  |
|-----------|--|--|

|            |   |
|------------|---|
| <b>4a.</b> | <b>Rate Change by Company (As Proposed)</b> |
|------------|---|

| Company Name | Overall % Indicated Change (when applicable) | Overall % Rate Impact | Written premium change for this program | # of policyholders affected for this program | Written premium for this program | Maximum % Change (where required) | Minimum % Change (where required) |
|--------------|--|-----------------------|---|--|----------------------------------|-----------------------------------|-----------------------------------|
|              |  |                       |   |  |                                  |                                   |                                   |
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|            |  |
|------------|--|
| <b>4b.</b> | <b>Rate Change by Company (As Accepted) For State Use Only</b> |
|------------|--|

| Company Name | Overall % Indicated Change (when applicable) | Overall % Rate Impact | Written premium change for this program | # of policyholders affected for this program | Written premium for this program | Maximum % Change | Minimum % Change |
|--------------|--|-----------------------|---|--|----------------------------------|------------------|------------------|
|              |  |                       |   |  |                                  |                  |                  |
|              |  |                       |   |  |                                  |                  |                  |

|           |  |
|-----------|--|
| <b>5.</b> | <b>Overall Rate Information (Complete for Multiple Company Filings only)</b> |
|-----------|--|

|           |  | COMPANY USE | STATE USE |
|-----------|--|-------------|-----------|
| <b>5a</b> | <b>Overall percentage rate indication (when applicable)</b>            |             |           |
| <b>5b</b> | <b>Overall percentage rate impact for this filing</b>                  |             |           |
| <b>5c</b> | <b>Effect of Rate Filing – Written premium change for this program</b> |             |           |
| <b>5d</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> |  |
|-----------|---|--|

| 9. | Rule # or Page # Submitted for Review | Replacement or withdrawn?  | Previous state filing number, if required by state |
|----|---------------------------------------|--|--|
| 01 |                                       | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |
| 02 |                                       | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |
| 03 |                                       | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |

| <b>16. Form Filing Attachment</b>                                     |                |
|---|----------------|
| <b>This filing transmittal is part of company tracking number</b>     | C0316NovaAPDFO |
| <b>This filing corresponds to rate filing company tracking number</b> |                |

| # | Document Name                      | Form Number    | <input checked="" type="checkbox"/> Initial<br><input type="checkbox"/> Revised<br><input type="checkbox"/> Other _____ | Replaced Form Number         |
|---|------------------------------------|----------------|---|------------------------------|
|   | Description                        |                |   | Previous State Filing Number |
| # | Business Auto Physical Damage Form | NCA 0054 07-06 | <input checked="" type="checkbox"/> Initial<br><input type="checkbox"/> Revised<br><input type="checkbox"/> Other _____ |                              |
| # | APD Policy Declarations            | NCA 0056 07-06 | <input checked="" type="checkbox"/> Initial<br><input type="checkbox"/> Revised<br><input type="checkbox"/> Other _____ |                              |
| # | Forms Schedule                     | NCA 0057 07-06 | <input checked="" type="checkbox"/> Initial<br><input type="checkbox"/> Revised<br><input type="checkbox"/> Other _____ |                              |
| # | Auto Schedule                      | NCA 0058 07-06 | <input checked="" type="checkbox"/> Initial<br><input type="checkbox"/> Revised<br><input type="checkbox"/> Other _____ |                              |
| # | CERTIFICATE OF INSURANCE           | NCA 0059 07-06 | <input checked="" type="checkbox"/> Initial<br><input type="checkbox"/> Revised<br><input type="checkbox"/> Other _____ |                              |
| # | APD Reporting Endorsement          | NCA 0060 07-06 | <input checked="" type="checkbox"/> Initial<br><input type="checkbox"/> Revised<br><input type="checkbox"/> Other _____ |                              |
| # | TRUCKERS PLUS                      | NCA 0061 07-06 | <input checked="" type="checkbox"/> Initial<br><input type="checkbox"/> Revised<br><input type="checkbox"/> Other _____ |                              |
| # |                                    |                | <input type="checkbox"/> Initial<br><input type="checkbox"/> Revised<br><input type="checkbox"/> Other _____            |                              |



LINE OF BUSINESS: Auto Liability  
Auto Physical Damage

Code: 19.0000  
21.0000

LINE(S) OF INSURANCE  
Personal PP  
Auto No-fault (PIP)  
Other Auto Liability  
Personal PD

CODES  
19.1001  
19.0001  
19.0002  
21.2002

IF CHECKLIST IS NOT APPLICABLE, PLEASE EXPLAIN:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

| REVIEW REQUIREMENTS                              | REFERENCE   | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS   | LOCATION OF STANDARD IN FILING                    |
|--|---|--|---|
| GENERAL REQUIREMENTS FOR ALL FILINGS             |   |  |   |
| COPIES, RETURN ENVELOPES, ETC                    | Rule & Reg 23—12/18/02. This reg is scheduled to change in 2003. <a href="#">WORD</a> <a href="#">PDF</a> | 12/18/02—At this time Arkansas will accept the abstracts required in current Rule and Reg 23 or the NAIC Uniform Transmittal Document and its related forms. If the Uniform Transmittal document is used, no cover letter is necessary.    | NA  |
| COVER LETTER AND EXPLANATORY MEMORANDUM          | Rule & Reg 23—12/18/02. This reg is scheduled to change in 2003. <a href="#">WORD</a> <a href="#">PDF</a> | 12/18/02—At this time Arkansas will accept the abstracts required in current Rule and Reg 23 or the NAIC Uniform Transmittal Document and its related forms. If the Uniform Transmittal document is used, no cover letter is necessary.    | General Information tab, filing description field |
| EFFECTIVE DATE WORDING                           | 23-67-219 <a href="#">WORD</a> <a href="#">PDF</a>  | C)(i) Every filing must be submitted for approval to the commissioner at least thirty (30) days prior to the proposed effective date.<br>(ii) Upon written request of the filer, the commissioner may authorize an earlier effective date. | NA – Upon approval requested                      |
| FREE CONTRACT PROHIBITED                         |   |  | NA  |
| LIMITATIONS/RESTRICTIONS ON TRANSACTING BUSINESS |   |  | NA  |

| REVIEW REQUIREMENTS                  | REFERENCE  | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS   | LOCATION OF STANDARD IN FILING |
|--------------------------------------|--|--|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS |  |  |                                |
| LINE OF AUTHORITY                    | 23-62-105 (Liab.) <a href="#">WORD</a> <a href="#">PDF</a> | 23-62-105 (Liability) Code cite too large to quote. See link at left   | NA                             |
| NO FILE OR FILING EXEMPTIONS         |  |  | NA                             |
| UMBRELLA/EXCESS LIABILITY            |  |  | NA                             |
| NAIC #                               | Bulletin 8-90 <a href="#">WORD</a> <a href="#">PDF</a>     | NAIC #s are required on all correspondence, documents, reports, etc. filed by the insurer with the AR Insurance Dept.  | NAIC# 42552                    |
| THIRD PARTY FILERS AUTHORITY         |  | A third party filer must be given permission by insurer to file on their behalf. No specific code cite.  | NA                             |
| TRANSACTING OTHER BUSINESS           |  |  | NA                             |
| <b>FORMS: POLICY PROVISIONS:</b>     |  |  |                                |
| ACCESS TO COURTS                     | 23-79-203 <a href="#">WORD</a> <a href="#">PDF</a>         | 23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void. | NA                             |
| AGGREGATE LIMITS                     |  |  | NA                             |
| AMBIGUOUS & MISLEADING               |  |  | NA                             |

| REVIEW REQUIREMENTS                  | REFERENCE  | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS  | LOCATION OF STANDARD IN FILING |
|--------------------------------------|--|---|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS |  |   |                                |
| APPLICATIONS                         | 23-79-109(a) <a href="#">WORD</a> <a href="#">PDF</a>  | 23-79-109. Filing and approval of forms. (a)(1)(A) No basic insurance policy, or annuity contract form, or application form where written application is required and is to be made a part of the policy or contract, or printed rider or endorsement form or form of renewal certificate, shall be issued, delivered, or used as to a subject of insurance resident, located, or to be performed in this state unless the form has been filed with and approved by the Insurance Commissioner and, in the case of individual accident and health contracts, the rates have been filed with and approved by the commissioner. | NA                             |
| APPRAISALS                           | 23-79-203(a) <a href="#">WORD</a> <a href="#">PDF</a><br>Bulletin 19-89 <a href="#">WORD</a> <a href="#">PDF</a>             | 23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.  | NA                             |
| ARBITRATION                          | 23-79-203(a) <a href="#">WORD</a> <a href="#">PDF</a><br>Bulletin 19-89 <a href="#">WORD</a> <a href="#">PDF</a>             | 23-79-203. Trial by jury.(a) No insurance policy or annuity contract shall contain any condition, provision, or agreement which directly or indirectly deprives the insured or beneficiary of the right to trial by jury on any question of fact arising under the policy or contract. (b) All such provisions, conditions, or agreements shall be void.  | NA                             |
| ASSESSIBLE POLICIES                  |  |   | NA                             |
| BANKRUPTCY PROVISIONS                | 23-89-102 <a href="#">Word</a> <a href="#">PDF</a> ;<br>Jarboe v. Shelter Ins. Co.,<br>317 Ark. 395,877 S.W.2d<br>930 (1994) | Insurer's liability is not affected by the insured's insolvency; the filing of a petition in bankruptcy is not the type of immunity contemplated by this section.   | NA                             |
|                                      |  |   |                                |

| REVIEW REQUIREMENTS  | REFERENCE   | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS   | LOCATION OF STANDARD IN FILING   |
|--|---|--|--|
| GENERAL REQUIREMENTS FOR ALL FILINGS   |   |  |  |
| <b>BLANK ENDORSEMENTS</b>  | 23-79-109 <a href="#">WORD</a> <a href="#">PDF</a>                        | Forms must be filed. A form without specific language is not a complete form and can't be approved. However, we will consider approving a "blank" form if the company will provide a detailed description of how the form will be used.  | <b>SEE FORM SCHEDULE FOR FORMS AND GENERAL INFORMATION TAB FOR COMPLETE FILING DESCRIPTION</b> |
|  |   |  |  |
| <b>CANCELLATION &amp; NON-RENEWAL</b>  | 23-66-206(11) <a href="#">WORD</a> <a href="#">PDF</a>                    | See "Permissible Reasons for Cancellation" below   | <b>WE WILL USE CURRENT STATE APPROVED ISO FORMS AND ENDORSEMENTS</b>                           |
| <b>Cancellation-indiscriminate &amp; capricious cancellation or nonrenewal by insurers</b> | Directive 1-85<br>Bulletin 13-85 <a href="#">WORD</a> <a href="#">PDF</a> | Directive 1-85 primarily states the Dept. position on cancellations & nonrenewals. It deals with policies in effect more than 60 days, policyholders forced to suffer cancellation or nonrenewal when a company decides they wish to restrict writing in an area, termination of agent/agency contracts, etc. Bulletin 13-85 emphasizes the Dept. position stated in Directive 1-85. Both Directive and Bulletin are too long to provide here but are available by email or fax by contacting the P&C Division (501-371-2800). | <b>WE WILL USE CURRENT STATE APPROVED ISO FORMS AND ENDORSEMENTS</b>                           |
| <b>Calculation of Unearned/Return Premium</b>  | 23-79-112(h) <a href="#">WORD</a> <a href="#">PDF</a>                     | “(h) On and after January 1, 1990, every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer.”  | <b>WE WILL USE CURRENT STATE APPROVED ISO FORMS AND ENDORSEMENTS</b>                           |

| REVIEW REQUIREMENTS                  | REFERENCE  | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS  | LOCATION OF STANDARD IN FILING         |
|--------------------------------------|--|---|--|
| GENERAL REQUIREMENTS FOR ALL FILINGS |  |   |  |
| <b>Conditional Renewal</b>           | 23-79-307 <a href="#">WORD</a> <a href="#">PDF</a>       | (6)(A) When an insurer revises its rates or rules and the revision results in a premium increase equal to or greater than twenty-five percent (25%) on any renewal policy issued for a term of twelve (12) months or less, the insurer shall mail or deliver to the insured's agent not less than thirty (30) days prior to the effective date of renewal, and to the insured not less than ten (10) days prior to the effective date of renewal, notice specifically stating the insurer's intention to increase the premium by an amount equal to or greater than twenty-five percent (25%).<br>(B) If the notice is not given as stated in subdivision (6)(A) of this section, the insurer is required to extend the existing policy thirty (30) days from the date such notice is mailed or delivered. The premium for the policy as extended in such circumstances | <b>ACKNOWLEDGED</b>                    |
| <b>Minimum Retained Premium</b>      | 23-79-112(b)(7) <a href="#">WORD</a> <a href="#">PDF</a> | 23-79-112. Contents.<br>(a) The written instrument in which a contract of insurance is set forth is the policy.<br>(b) Every policy shall specify:<br>(1) The names of the parties to the contract;<br>(2) The subject of the insurance;<br>(3) The risks insured against;<br>(4) The time when the insurance thereunder takes effect and the period during which the insurance is to continue;<br>(5) The premium or premium deposit;<br>(6) The policy fee, if any;<br><b>(7) The minimum premium to be retained, if any, by a property or casualty insurer in the event of cancellation of the policy by the insured; and</b><br>(8) The conditions pertaining to the insurance.   | <b>See premium determination pages</b> |

| REVIEW REQUIREMENTS                  | REFERENCE   | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS   | LOCATION OF STANDARD IN FILING |
|--------------------------------------|---|--|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS |   |  |                                |
| <b>Notice of Cancellation</b>        | <b>23-66-206(9)(B)</b> <a href="#">WORD</a> <a href="#">PDF</a> | (B) Cancellations of property and casualty policies shall only be effective when notice of cancellation is mailed or delivered by the insurer to the named insured and to any lienholder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation. However, where cancellation is for nonpayment of premium, at least ten (10) days' notice of cancellation accompanied by the reason for cancellation shall be given | <b>Acknowledged</b>            |
| <b>Notice of Non-renewal</b>         | <b>23-79-307(7)</b> <a href="#">WORD</a> <a href="#">PDF</a>    | (7) Except in the case of nonpayment of premium, an insurer shall renew a policy, unless a written notice of nonrenewal is mailed at least sixty (60) days prior to the expiration date of the policy or, for a policy for a term longer than one (1) year and not having a fixed expiration date, sixty (60) days prior to the anniversary date   | <b>Acknowledged</b>            |

| REVIEW REQUIREMENTS                  | REFERENCE  | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS  | LOCATION OF STANDARD IN FILING |
|--------------------------------------|--|---|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS |  |   |                                |
| Permissible Reasons for Cancellation | 23-66-206(9)(A) <a href="#">WORD</a> <a href="#">PDF</a> | <p>(9)(A) "Policy cancellations" are cancellations of insurance coverage on a property or casualty risk which has been in force over sixty (60) days or after the effective date of a renewal policy or an annual anniversary date, unless the cancellation is based upon at least one (1) of the following reasons:</p> <ul style="list-style-type: none"> <li>(i) Nonpayment of premium;</li> <li>(ii) Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy, or in presenting a claim under the policy;</li> <li>(iii) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;</li> <li>(iv) Violation of any local fire, health, safety, building, or construction regulation or ordinances with respect to any insured property or the occupancy of the property, which substantially increases any hazard insured against under the policy;</li> <li>(v) Nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the insurer issuing the policy require payment as a condition of the issuance and maintenance of the policy; or</li> <li>(vi) A material violation of a material provision of the policy.</li> </ul> <p>(B) Cancellations of property and casualty policies shall only be effective when notice of cancellation is mailed or delivered by the insurer to the named insured and to any lienholder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation. However, where cancellation is for nonpayment of premium, at least ten (10) days' notice of cancellation accompanied by the reason for cancellation shall be given.</p> <p>(C) The provisions of subdivision (9) of this section shall not be applicable to any policy providing coverage for workers' compensation or employers' liability or to any policy providing coverage for personal automobile liability, automobile physical damage, or automobile collision, or any combination thereof;</p> | Acknowledged                   |

| REVIEW REQUIREMENTS                        | REFERENCE   | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS  | LOCATION OF STANDARD IN FILING |
|--|---|---|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS       |   |   |                                |
| <b>Permissible Reasons for Non-renewal</b> | <b>Directive 1-85 Bulletin 13-85</b> <a href="#">WORD</a> <a href="#">PDF</a> | There is nothing SPECIFIC to this line of business but Directive 1-85 primarily states the Dept. position on cancellations & nonrenewals. It deals with policies in effect more than 60 days, policyholders forced to suffer cancellation or nonrenewal when a company decides they wish to restrict writing in an area, termination of agent/agency contracts, etc. Bulletin 13-85 emphasizes the Dept. position stated in Directive 1-85. Both Directive and Bulletin are too long to provide here but are available by email or fax by contacting the P&C Division (501-371-2800).   | <b>Acknowledged</b>            |
| <b>Required Policy Period</b>              | <b>23-79-112(b)(4)</b> <a href="#">WORD</a> <a href="#">PDF</a>               | 23-79-112. Contents.<br>(a) The written instrument in which a contract of insurance is set forth is the policy.<br>(b) Every policy shall specify:<br>(1) The names of the parties to the contract;<br>(2) The subject of the insurance;<br>(3) The risks insured against;<br><b>(4) The time when the insurance thereunder takes effect and the period during which the insurance is to continue;</b><br>(5) The premium or premium deposit;<br>(6) The policy fee, if any;<br>(7) The minimum premium to be retained, if any, by a property or casualty insurer in the event of cancellation of the policy by the insured; and<br>(8) The conditions pertaining to the insurance. | <b>Acknowledged</b>            |
| <b>Return Premium</b>                      | <b>23-79-112(h)</b> <a href="#">WORD</a> <a href="#">PDF</a>                  | “(h) On and after January 1, 1990, every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer.”   | <b>Acknowledged</b>            |
| <b>Suspension</b>                          |   |   | <b>NA</b>                      |

| REVIEW REQUIREMENTS                  | REFERENCE  | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS   | LOCATION OF STANDARD IN FILING |
|--------------------------------------|--|--|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS |  |  |                                |
| <b>CERTIFICATIONS</b>                |  | AR is a pilot state for self-certification. However, the forms required have not been developed. Contact Property & Casualty for additional info at (501)-371-2800.  | <b>Acknowledged</b>            |
| <b>CLAIMS MADE</b>                   |  |  | <b>NA</b>                      |
| <b>CONSUMER INFORMATION</b>          |  |  |                                |
| Credit Scoring Notice                | Bulletin 6-87 <a href="#">WORD</a> <a href="#">PDF</a>   | Requires the address & phone # of the Arkansas Insurance Dept in every policy. The correct address is: Arkansas Insurance Dept., Consumer Services Division, 1200 W. 3rd St., Little Rock, AR 72201-1904; Telephone 800-852-5494 or 501-371-2640 | <b>Acknowledged</b>            |
| Privacy notice                       |  |  | <b>NA</b>                      |
| Notification Form                    |  |  | <b>NA</b>                      |
| <b>CONTENT OF POLICIES</b>           | 23-79-111 <a href="#">WORD</a> <a href="#">PDF</a><br>23-79-112 <a href="#">WORD</a> <a href="#">PDF</a> | Too large to include entire code cite here. Refer to the links to the left   | <b>Acknowledged</b>            |
| <b>COUNTERSIGNATURES</b>             | <b>Not Applicable</b>  | Resident countersignature requires were repealed several years ago.  | <b>Acknowledged</b>            |
| <b>DECLARATIONS PAGE</b>             | <b>No specific requirements</b>  |  | <b>Forms Tab</b>               |
| <b>DEFENSE WITHIN LIMITS</b>         |  |  | <b>NA</b>                      |
| <b>DISCLOSURES</b>                   |  |  | <b>NA</b>                      |
| <b>DEFINITIONS</b>                   |  |  | <b>NA</b>                      |
| <b>DISCRIMINATION</b>                | 23-66-206(14) <a href="#">WORD</a> <a href="#">PDF</a>   | This section too large to provide here. Check link to left.  | <b>NA</b>                      |
|                                      |  |  | <b>NA</b>                      |
| <b>DUTY TO DEFEND</b>                |  |  |                                |

| REVIEW REQUIREMENTS                  | REFERENCE  | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS   | LOCATION OF STANDARD IN FILING |
|--------------------------------------|--|--|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS |  |  |                                |
| EMPLOYERS LIABILITY                  |  |  | NA                             |
| EXCESS COVERAGE                      |  |  | NA                             |
| EXCLUSIONS & LIMITATIONS             |  |  | NA                             |
| Asbestos                             |  |  | NA                             |
| Lead                                 |  |  | NA                             |
| Mold                                 |  |  | NA                             |
| Terrorism                            |  | Terrorism cannot be excluded on Personal Lines.  | NA                             |
| FICTITIOUS GROUPS                    | 23-66-304 <a href="#">WORD</a> <a href="#">PDF</a> | Fictitious groups. (a) No insurer, whether an authorized or unauthorized insurer, shall make available through any rating plan or form any fire, casualty, or surety insurance to any person, firm, corporation, or association of individuals at any preferred rate, premium, or form of contract based upon any fictitious grouping of the firm, corporation, or association. (b) "Fictitious grouping" is defined and declared to be the grouping by membership, nonmembership, license, franchise, agreement, contract, or any other method or means wherein the person, firm, corporation, or association of individuals of a group may receive a preferred rate, premium, or form of insurance contract. (c) Nothing in this section shall apply to the State of Arkansas or any governmental unit thereof, including counties, school districts, municipalities, state agencies, or any other governmental subsidiary, to life or accident and health insurance or to annuity contracts, nor to any insurer that restricts its insurance coverage to members of a particular association or organization with which the insurer is directly affiliated. | NA                             |
| FORMS MISCELLANEOUS                  | 23-79-109 <a href="#">WORD</a> <a href="#">PDF</a> | (General requirement that forms be filed). This section too large to provide here. Check link to left.   | SEE FORMS SCHEDULE             |

| REVIEW REQUIREMENTS                  | REFERENCE  | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS  | LOCATION OF STANDARD IN FILING                               |
|--------------------------------------|--|---|--|
| GENERAL REQUIREMENTS FOR ALL FILINGS |  |   |  |
| <b>FRAUD WARNING</b>                 | 23-66-503 <a href="#">WORD</a> <a href="#">PDF</a> | <p>Fraud warning required. (a) Claim forms, proofs of loss, or any similar documents, however designated, seeking payment or benefit pursuant to an insurance policy, and applications for insurance, regardless of the form of transmission, shall contain the following statement or a substantially similar statement:</p> <p>"Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison."</p> <p>(b) The lack of a statement as required in subsection (a) of this section does not constitute a defense in any prosecution for a fraudulent insurance act.</p> <p>(c) Policies issued by unauthorized insurers shall contain a statement disclosing the status of the insurer to do business in the state where the policy is delivered or issued for delivery or the state where coverage is in force. The requirement of this subsection may be satisfied by a disclosure specifically required by § 23-65-307.</p> <p>(d) The requirements of this section shall not apply to reinsurance proofs of loss or applications.</p> | <b>WE WILL USE CURRENT ISO STATE APPROVED FORMS IL N 016</b> |
|                                      |  |   |  |
| <b>GROUP POLICIES</b>                |  |   | <b>NA</b>  |
| Extra-Territorial Approval Authority |  |   | <b>NA</b>  |
|                                      |  |   |  |
| <b>GUEST PASSENGER LIABILITY</b>     |  |   | <b>NA</b>  |
|                                      |  |   |  |

| REVIEW REQUIREMENTS                  | REFERENCE | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS  | LOCATION OF STANDARD IN FILING |
|--------------------------------------|-----------|---|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS |           |   |                                |
| LIMITS                               | 27-19-605 | No policy or bond shall be effective unless issued by an insurance company or surety company authorized to do business in this state except as provided in subsection (b) of this section, nor unless the policy or bond is subject, if the accident resulted in bodily injury or death, to a limit, exclusive of interest and costs, of not less than twenty-five thousand dollars (\$25,000) because of bodily injury or death of one (1) person in any one (1) accident and subject to said limit for one (1) person, to a limit of not less than fifty thousand dollars (\$50,000) because of bodily injury or death of two (2) or more persons in any one (1) accident, and if the accident has resulted in injury to or destruction of property, to a limit of not less than twenty-five thousand dollars (\$25,000) because of injury to or destruction of property of others in any one (1) accident. | Acknowledged                   |
|                                      |           |   |                                |
| LOSS PAYEE                           |           |   | See forms tab                  |
|                                      |           |   |                                |
| LOSS SETTLEMENTS                     |           |   | Acknowledged                   |
| Appraisal                            |           |   |                                |
| Action Against Company               |           |   |                                |
| After Market Parts                   |           |   |                                |
| Arbitration                          |           |   |                                |
| Deductibles                          |           |   |                                |
| Defense Costs                        |           |   |                                |
| Loss Valuation                       |           |   |                                |
|                                      |           |   |                                |
| NOTICE REQUIREMENTS                  |           |   | Acknowledged                   |
| Payment of Loss Time Period          |           |   |                                |
| Appraisal                            |           |   |                                |
| MEDICAL PAYMENTS                     |           |   |                                |
|                                      |           |   |                                |

| REVIEW REQUIREMENTS  | REFERENCE | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS | LOCATION OF STANDARD IN FILING |
|--|-----------|--|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS                                       |           |  |                                |
| MINIMUM STANDARDS FOR CONTENT (POLICIES AND STANDARD FORMS)                |           |  |                                |
| PARTICIPATING POLICIES   |           |  |                                |
| PERMISSIBLE DRIVER   |           |  |                                |
| PERSONAL INJURY PROTECTION   |           |  |                                |
| PREMIUM AUDIT  |           |  |                                |
| PREMIUM REFUND   |           |  |                                |
| PRIMARY/UNDERLYING COVERAGE  |           |  |                                |
| PRIOR APPROVAL   |           |  |                                |
| PUNITIVE DAMAGES   |           |  |                                |
| READABILITY  |           |  |                                |
| REBATES  |           |  |                                |
| SERVICE CONTRACTS <sup>3</sup> / <sub>4</sub> VEHICLE & OTHER THAN VEHICLE |           |  |                                |
| SUBROGATION  |           |  |                                |
| Suit   |           |  |                                |
| TIMELINESS   |           |  |                                |

| REVIEW REQUIREMENTS   | REFERENCE | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS | LOCATION OF STANDARD IN FILING |
|---|-----------|--|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS                                      |           |  |                                |
| UNINSURED/UNDERINSURED MOTORISTS  |           |  |                                |
| USE & FILE  |           |  |                                |
| VALUED POLICIES   |           |  |                                |
| VICARIOUS LIABILITY   |           |  |                                |
| VOIDANCE  |           |  |                                |
| WARRANTIES  |           |  |                                |
| WORKERS' COMPENSATION <sup>3</sup> / <sub>4</sub> EXCESS                  |           |  |                                |
| OTHER   |           |  |                                |
| RATE, RULE, RATING PLAN, CLASSIFICATION, AND TERRITORY FILING REQUIRMENTS |           |  |                                |
| INDIVIDUAL RISK RATING  |           |  |                                |
| ACTUARIAL CERTIFICATIONS FOR RATES  |           |  |                                |
| ADOPTIONS OF RATE SERVICE ORGANIZATIONS (RSO) FILINGS                     |           |  |                                |
| Loss Costs  |           |  |                                |
| CONSENT-TO-RATE   |           |  |                                |

| REVIEW REQUIREMENTS                   | REFERENCE | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS | LOCATION OF STANDARD IN FILING |
|---------------------------------------|-----------|--|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS  |           |  |                                |
| CREDIT SCORING AND REPORTS            |           |  |                                |
| CREDIBILITY                           |           |  |                                |
| DEFENSE COSTS                         |           |  |                                |
| DISCOUNTS                             |           |  |                                |
| EXPIRATION DATE(S) FOR APPROVED RATES |           |  |                                |
| GROUP POLICIES                        |           |  |                                |
| Extra-Territorial Approval Authority  |           |  |                                |
| LOSS COST MULTIPLIERS                 |           |  |                                |
| LOSS RATIO STANDARDS                  |           |  |                                |
| MID TERM CHANGES                      |           |  |                                |
| PREMIUM REFUND OR RETENTION           |           |  |                                |
| PRICING                               |           |  |                                |
| Charges                               |           |  |                                |
| Minimum Premium Rules                 |           |  |                                |
| Multi-tier                            |           |  |                                |
| Payment Plans                         |           |  |                                |
| Premiums                              |           |  |                                |
| Service Charges                       |           |  |                                |
| Surcharges                            |           |  |                                |

| REVIEW REQUIREMENTS                   | REFERENCE | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS | LOCATION OF STANDARD IN FILING |
|---------------------------------------|-----------|--|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS  |           |  |                                |
| Other Fees                            |           |  |                                |
| RATE RANGES                           |           |  |                                |
| RATING PLAN REQUIREMENTS              |           |  |                                |
| Expense Modification Plan             |           |  |                                |
| Experience Rating                     |           |  |                                |
| Large Deductible                      |           |  |                                |
| Retrospective Rating                  |           |  |                                |
| Schedule Rating                       |           |  |                                |
| Small Deductible                      |           |  |                                |
| Wrap-up Rating                        |           |  |                                |
| RATE/LOSS COST SUPPORTING INFORMATION |           |  |                                |
| Competition                           |           |  |                                |
| REVIEW REQUIREMENTS                   |           |  |                                |
| Expenses                              |           |  |                                |
| Experience                            |           |  |                                |
| Judgment                              |           |  |                                |
| Credibility AND Other Factors         |           |  |                                |
| Profit Loading                        |           |  |                                |
| RETURN ON EQUITY/ Investment Income   |           |  |                                |
| SYMBOLS                               |           |  |                                |
| SUPPORTING DATA                       |           |  |                                |
| TRENDING                              |           |  |                                |

| REVIEW REQUIREMENTS                  | REFERENCE | DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS | LOCATION OF STANDARD IN FILING |
|--------------------------------------|-----------|--|--------------------------------|
| GENERAL REQUIREMENTS FOR ALL FILINGS |           |  |                                |
| OTHER                                |           |  |                                |