

SERFF Tracking Number: AOIC-125335041 State: Arkansas
Filing Company: Owners Insurance Company State Tracking Number: AR-PC-07-026577
Company Tracking Number: GAR-AR-04-10/25/2007-89701
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
Product Name: Garage Liability/Dealer's Blanket
Project Name/Number: GAR/89701

Filing at a Glance

Company: Owners Insurance Company
Product Name: Garage Liability/Dealer's
Blanket

TOI: 20.0 Commercial Auto
Sub-TOI: 20.0002 Garage

Filing Type: Form

SERFF Tr Num: AOIC-125335041 State: Arkansas

SERFF Status: Closed

Co Tr Num: GAR-AR-04-
10/25/2007-89701

Co Status: Pending

Authors: Claudia Stewart, Drew
Westen

Date Submitted: 10/26/2007

State Tr Num: AR-PC-07-026577

State Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Disposition Date: 07/09/2008

Disposition Status: Approved

Effective Date (New): 01/19/2008

Effective Date (Renewal):
01/19/2008

Effective Date Requested (New): 01/19/2008

Effective Date Requested (Renewal): 01/19/2008

State Filing Description:

General Information

Project Name: GAR

Project Number: 89701

Reference Organization:

Reference Title:

Filing Status Changed: 07/09/2008

State Status Changed: 10/29/2007

Corresponding Filing Tracking Number:

Filing Description:

FORM FILING: See Attached List

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Forms Attach To: Dealer's Blanket Coverage

Submitted for your approval is the attached list of forms. We desire to use these forms with policies effective on or after

SERFF Tracking Number: AOIC-125335041 State: Arkansas
 Filing Company: Owners Insurance Company State Tracking Number: AR-PC-07-026577
 Company Tracking Number: GAR-AR-04-10/25/2007-89701
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
 Product Name: Garage Liability/Dealer's Blanket
 Project Name/Number: GAR/89701

January 19, 2008. Forms are submitted in final printed copy. If you have any questions, please feel free to contact one of the following:

Manager:

JENNIFER HAMILTON, ASST. MANAGER
 GARAGE LIABILITY AND DEALER'S BLANKET
 HAMILTON.JENNIFER@AOINS.COM (emails without attachments)
 commlinesund@aoins.net (emails with attachments)
 517-323-1488 Ext. 1488

Company and Contact

Filing Contact Information

Jennifer Hamilton, Assistant Manager hamilton.jennifer@aoins.com
 P. O. Box 30660 (800) 346-0346 [Phone]
 Lansing, MI 48909-8160 (517) 391-1903[FAX]

Filing Company Information

Owners Insurance Company CoCode: 32700 State of Domicile: Ohio
 P.O. Box 30660 Group Code: 280 Company Type: PC
 Lansing, MI 48909-8160 Group Name: Auto-Owners Ins State ID Number:
 Group
 (800) 346-0346 ext. [Phone] FEIN Number: 34-1172650

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 Per Filing
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Owners Insurance Company	\$50.00	10/26/2007	16343354

SERFF Tracking Number: AOIC-125335041 State: Arkansas
Filing Company: Owners Insurance Company State Tracking Number: AR-PC-07-026577
Company Tracking Number: GAR-AR-04-10/25/2007-89701
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
Product Name: Garage Liability/Dealer's Blanket
Project Name/Number: GAR/89701

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/09/2008	07/09/2008

SERFF Tracking Number: AOIC-125335041 *State:* Arkansas
Filing Company: Owners Insurance Company *State Tracking Number:* AR-PC-07-026577
Company Tracking Number: GAR-AR-04-10/25/2007-89701
TOI: 20.0 Commercial Auto *Sub-TOI:* 20.0002 Garage
Product Name: Garage Liability/Dealer's Blanket
Project Name/Number: GAR/89701

Disposition

Disposition Date: 07/09/2008

Effective Date (New): 01/19/2008

Effective Date (Renewal): 01/19/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AOIC-125335041 State: Arkansas
 Filing Company: Owners Insurance Company State Tracking Number: AR-PC-07-026577
 Company Tracking Number: GAR-AR-04-10/25/2007-89701
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
 Product Name: Garage Liability/Dealer's Blanket
 Project Name/Number: GAR/89701

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Form	Dealer's Blanket Coverage	Approved	Yes
Form (revised)	Manuscript Endorsement	Approved	Yes
Form	Manuscript Endorsement	Approved	Yes
Form	Hail Exclusion - Dealer's Blanket	Approved	Yes
Form	Limited Hail Deductible	Approved	Yes
Form	No Aggregate Hail Deductible	Approved	Yes
Form	False Pretense Coverage	Approved	Yes
Form	False Pretense Coverage - With Floor Plan	Approved	Yes
Form	Dealer's Blanket Coverage Package	Approved	Yes
Form	Dealer's Blanket Coverage Package - With Floor Plan	Approved	Yes
Form	Policy Cancellation and Nonrenewal - Dealer's Blanket	Approved	Yes
Form	Arkansas Amendatory Endorsement - Dealer's Blanket	Approved	Yes

SERFF Tracking Number: AOIC-125335041 State: Arkansas
 Filing Company: Owners Insurance Company State Tracking Number: AR-PC-07-026577
 Company Tracking Number: GAR-AR-04-10/25/2007-89701
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
 Product Name: Garage Liability/Dealer's Blanket
 Project Name/Number: GAR/89701

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Dealer's Blanket Coverage	89701	12-04	Policy/CoveNew rage Form		0.00	89701 (12-04).pdf
Approved	Manuscript Endorsement	26153	10-00	Endorsement/Amendment/Conditions	Replaced Form #:0.00 Previous Filing #:		
Approved	Hail Exclusion - Dealer's Blanket	89710	11-04	Endorsement/Amendment/Conditions		0.00	89710 (11-04).pdf
Approved	Limited Hail Deductible	89712	11-04	Endorsement/Amendment/Conditions		0.00	89712 (11-04).pdf
Approved	No Aggregate Hail Deductible	89714	11-04	Endorsement/Amendment/Conditions		0.00	89714 (11-04).pdf
Approved	False Pretense Coverage	89914	09-05	Endorsement/Amendment/Conditions		0.00	89914 (09-05).pdf
Approved	False Pretense Coverage - With Floor Plan	89915	09-05	Endorsement/Amendment/Conditions		0.00	89915 (09-05).pdf
Approved	Dealer's Blanket Coverage Package	89919	09-05	Endorsement/Amendment/Conditions		0.00	89919 (09-05).pdf
Approved	Dealer's Blanket Coverage Package - With	89920	09-05	Endorsement/Amendment/Conditions		0.00	89920 (09-05).pdf

SERFF Tracking Number: AOIC-125335041 State: Arkansas
 Filing Company: Owners Insurance Company State Tracking Number: AR-PC-07-026577
 Company Tracking Number: GAR-AR-04-10/25/2007-89701
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
 Product Name: Garage Liability/Dealer's Blanket
 Project Name/Number: GAR/89701

	Floor Plan			ons		
Approved	Policy	89752	08-05	Endorseme Replaced	Replaced Form #:0.00	89752 (8-
	Cancellation and			nt/Amendm	89752 07-05	05).pdf
	Nonrenewal -			ent/Condi	Previous Filing #:	
	Dealer's Blanket			ons		
Approved	Arkansas	89811	08-05	Endorseme New	0.00	89811 (8-
	Amendatory			nt/Amendm		05).pdf
	Endorsement -			ent/Condi		
	Dealer's Blanket			ons		

AUTO-OWNERS INSURANCE COMPANY**DEALER'S BLANKET**

READ THIS CAREFULLY. This page provides only a brief outline of some of the important features of this policy. The actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and us. **IT IS IMPORTANT THAT YOU READ THE POLICY.**

A QUICK GUIDE TO THIS POLICY

The DEALER'S BLANKET DECLARATIONS contain:

- YOUR NAME
- POLICY TERM
- COVERAGES
- LIMIT OF INSURANCE
- ENDORSEMENTS THAT APPLY

<u>YOU WILL FIND</u>	<u>ON PAGE</u>
INSURING AGREEMENT	1
DEFINITIONS	1
SECTION I - PHYSICAL DAMAGE	2
A. COVERAGE	2
B. PERILS WE INSURE AGAINST	2
C. EXCLUSIONS	3
D. LIMIT OF INSURANCE - COINSURANCE CLAUSE	5
E. DEDUCTIBLE	5
F. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED LOCATIONS	5
G. CONDITIONS	5
SECTION II - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS	8
SECTION III - GENERAL CONDITIONS	8
A. POLICY PERIOD; TERRITORY	8
B. CONCEALMENT OR FRAUD	9
C. CHANGES	9
D. ASSIGNMENT	9
E. INSPECTIONS	9
F. DUPLICATION OF COVERAGE	9
G. EXAMINATION OF BOOKS AND RECORDS	9
H. OUR RIGHT TO RECOVER PAYMENT	9
I. RECOVERIES	9

INSURING AGREEMENT

The attached Declarations describe the Coverages and Limits of Insurance for which **you** have paid a premium. In reliance upon **your** statements in the Declarations and application(s), **we** agree to provide insurance subject to all terms and conditions of this policy. Each coverage described in this policy applies if a limit of insurance or a premium is shown in the Declarations for that coverage. In return, **you** must pay the premium and comply with all the terms and conditions of this policy.

DEFINITIONS

To understand this form, **you** must understand the meaning of the following words. These words appear in **bold face type** whenever used in this form and attached amendatory forms.

1. **Actual cash value** means the cost to repair or replace lost or damaged covered property with new property of similar quality and features reduced by the amount of depreciation applicable to the lost or damaged covered property immediately prior to the loss.

Actual cash value does not include:
 - a. **your** prospective profit or any overhead charges;
 - b. compensation for loss of use of lost or damaged covered property;
 - c. compensation for personal expense because of loss of use of lost or damaged covered property; nor
 - d. any real or perceived reduction in market value of covered property after it has been repaired as compared to the real or perceived market value of covered property prior to such loss or damage.
2. **Automobile** means a land motor vehicle, **trailer** or **farm implement**. **Automobile** includes equipment permanently included in or upon such **automobile**.
3. **Farm implement** means a land vehicle including any attached machinery, whether self-propelled or not, designed principally for use off public roads which is usual to the operations of a farm and designed for farming purposes. **Farm implement** includes animal drawn equipment.
4. **Garage business** means the ownership, maintenance or use of **premises** by **you** as a garage operation. This may include an automobile dealer, repair shop, service station, storage garage or public parking place. Unless modified in other parts of this policy, it also includes operations necessary and incidental to the garage operation.
5. **Premises** means any grounds used by **you** in **your garage business** including the ways immediately adjoining. **Premises** does not include any portion of such grounds upon which business operations are conducted by any other person or organization.
6. **Private passenger automobile** means:
 - a. a passenger or station wagon type **automobile** with four or more wheels;
 - b. a pickup or van type **automobile** with a gross weight of 15,000 pounds or less which is not used in the business of carrying passengers for hire; or
 - c. a motor home.
7. **Trailer** means a vehicle which is designed to be connected to and towed by an **automobile**. **Trailer** includes mobile homes, modular homes, utility trailers, camping trailers and vacation trailers.
8. **Watercraft** means a conveyance capable of being used as a means of transportation on water. This does not include aircraft or hovercraft. **Watercraft** includes **trailers** used to transport such **watercraft**.
9. **We, us** or **our** means the Company providing this insurance.
10. **You** or **your** means the named insured shown in the Declarations and if an individual, **your** spouse who resides in the same household.

A. COVERAGE

1. Covered Property

We cover:

a. automobiles:

- (1) held by **you** for sale;
- (2) used in **your garage business** as an **automobile** dealer, including repair service;
- (3) used as demonstrators;
- (4) **you** own which are:
 - a) used by **you**; or
 - b) furnished for the regular use of others; or
- (5) held by **you** pending actual delivery after sale.

b. watercraft:

- (1) held by **you** for sale;
- (2) held by **you** pending actual delivery after sale.

c. equipment permanently installed in or upon any **automobile** or **watercraft** described in a. or b. immediately above.

d. camper bodies.

2. Property Not Covered

We do not cover:

a. automobiles:

- (1) **you** own which are regularly used by **you** or others for other business purposes; or

(2) held by **you** pending actual delivery after sale for which the purchaser is insured.

b. watercraft held by **you** pending actual delivery after sale for which the purchaser is insured.

B. PERILS WE INSURE AGAINST

1. Named Perils

We shall pay for direct physical loss of or direct physical damage to covered property resulting from any of the following perils:

- a. fire or lightning;
- b. the stranding, sinking, burning, collision or derailment of any conveyance transporting the covered property;
- c. windstorm, hail, earthquake or explosion;
- d. theft, larceny, robbery and pilferage;
- e. flood or rising waters;
- f. vandalism or malicious mischief;
- g. riot or civil commotion;
- h. smoke or smudge arising out of the abrupt unusual and faulty operation of any fixed heating equipment used to heat the premises in which the covered property is stored;
- i. external discharge and leakage of water;
- j. aircraft or its parts;
- k. authorized destruction by civil authorities; or
- l. colliding with an animal or bird.

2. Comprehensive Coverage

a. We shall pay for direct physical loss of or direct physical damage to covered property to which this insurance applies resulting from any cause except upset or collision with another object or with a vehicle to which it is attached.

b. We shall pay for glass breakage to covered property from any cause, including collision.

c. We shall pay for direct physical damage caused by:

- (1) missiles or falling objects; or
- (2) colliding with an animal or bird.

3. Collision Coverage

- a. We shall pay for direct physical damage to covered property caused by accidental collision with another vehicle or object or accidental upset.
- b. Collision coverage does not include any loss or damage covered under:
 - (1) Named Perils; or
 - (2) Comprehensive Coverage.
- c. When this insurance does not provide Named Perils or Comprehensive Coverage, colliding with an animal or bird will be considered collision with another object.

C. EXCLUSIONS

We do not cover under this insurance any of the following, whether or not any other cause or event contributed concurrently or in any sequence to the loss:

- 1. loss to covered property while in a building or on any premises occupied by you as a factory or assembly plant. This exclusion does not apply to salesrooms, service stations or garages.
- 2. loss to more than four automobiles or watercraft while on any single boat, barge or lighter. This exclusion does not apply to property in transit by railroad car while being transported on a car ferry.
- 3. your loss of covered property:
 - a. with which you have voluntarily parted with title to, possession of or custody of because someone caused you to do so by a scheme, trick, device or false pretense; or

b. because of your acquiring the automobile or watercraft from a seller who did not have legal title.

- 4. loss to any automobile, watercraft or camper body:
 - a. in the possession of another under any lease or rental agreement unless leased to a salesperson for use principally in your garage business. This exclusion will not apply to any private passenger automobile rented to your customer while such customer's automobile is in your custody and control for service or repair.
 - b. in the possession of any purchaser under any partial payment or purchasing plan.
 - c. in the possession of another dealer or auction under any circumstances unless the automobile, watercraft or camper body is in the possession of another dealer for repair.
- 5. loss, however caused, arising directly or indirectly from:
 - a. war, including any undeclared war or civil war;
 - b. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these; or
 - c. 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.
- 6. loss to any automobile or watercraft while preparing for, practicing for or participating in any prearranged racing, speed, stunting activity, pulling contest or demolition contest.
- 7. under Named Perils, loss to covered property which results from collision or upset of the automobile on which it is being transported.

AUTO-OWNERS INSURANCE COMPANY

8. under Comprehensive coverage:
 - a. loss or damage resulting from:
 - (1) wear and tear;
 - (2) freezing;
 - (3) mechanical breakdown; or
 - (4) electrical breakdown, other than burning of wiring.

We will cover such loss or damage if caused by other loss or damage covered by this policy.
 - b. loss or damage to tires. We will cover loss or damage to tires if:
 - (1) caused by fire;
 - (2) malicious mischief and vandalism;
 - (3) theft; or
 - (4) it is coincident with other loss or damage covered by this policy.
 - c. loss or damage resulting from nuclear action meaning nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these.
 - d. loss or damage to headlights. We will cover loss or damage to headlights if coincident with other loss or damage covered by this policy.
9. your failure, directly or indirectly, to protect covered property from other or additional loss or damage.
10. payment of any reward offered for the recovery of covered property unless we authorize such payment prior to the offering of the reward.
11. loss of or damage to covered property because of or arising out of the intentional act of any person. This exclusion does not apply:
 - a. to you for acts committed by any other person or organization without your knowledge or direction; nor
 - b. to a loss payee's interest in the covered property.
12. loss of or damage to covered property because of confiscation or destruction by any civil or governmental authorities because of illegal activities engaged in by you. This exclusion does not apply to a loss payee's interest in the covered property.
13. any real or perceived reduction in market value of covered property after it has been repaired as compared to the real or perceived market value of covered property prior to such loss or damage.
14. conversion, embezzlement or secretion by any person who lawfully possessed covered property under any sale, lease or similar agreement.
15. loss of or damage to audio or video tapes, cassettes, disc or cartridges or related items.
16. loss of or damage to any device designed or used to detect or locate radar or any other speed measuring or calculating apparatus.
17. loss of or damage to television, radio, stereo, audio or video tape deck, compact disc player or other similar device designed for the reproduction of sound or video, including related items. These devices are covered if they are:
 - a. standard or optional equipment from the manufacturer of the automobile or watercraft for that make, model and model year; or
 - b. permanently installed in the automobile or watercraft.

18. loss of or damage to any two-way communication device, global positioning system, including related items. These devices are covered if they are:

- a. standard or optional equipment from the manufacturer of the **automobile** or **watercraft** for that make, model and model year; or
- b. permanently installed in the **automobile** or **watercraft**.

D. LIMIT OF INSURANCE - COINSURANCE CLAUSE

1. Subject to D. 2. immediately below and E. **DEDUCTIBLE**, we shall pay no more than the lowest of the following:

- a. the **actual cash value** of the covered property at the time the loss or damage occurs;
- b. the necessary cost, at local prices, to repair or replace the property or damaged parts with materials of similar kind and quality; or
- c. **your** original cost of the covered property.

2. a. If this insurance is written on a reporting basis:

(1) **our** liability for any loss shall not exceed the **actual cash value** of the inventory on the date of loss if the Dealer's Blanket Monthly Reporting Form for the reporting period immediately prior to the loss is not delinquent or inaccurate.

(2) **our** liability for any loss shall not exceed that proportion of such loss which **your** last reported inventory on the Dealer's Blanket Monthly Reporting Form prior to the loss for all locations bears to the **actual cash value** of the inventory at all locations if, on the date of loss, the report for the reporting period immediately prior to the loss is delinquent or inaccurate.

b. If this insurance is written on a non-reporting basis, **our** liability for any loss shall not exceed that proportion of the loss which the limit of insurance shown in the Declarations bears to the **actual cash value** at all locations at the time of loss.

3. **Our** payment of loss shall not be increased because of the number of parties with a financial interest in the covered property.

E. DEDUCTIBLE

If a deductible(s) is shown in the Declarations, this contract or any attached form, no loss will be paid until the amount of loss exceeds the applicable deductible(s). **We** shall then pay the amount of loss in excess of such deductible in accordance with policy provisions up to the corresponding limit of insurance shown in the Declarations. If more than one coverage or deductible applies to the same covered loss, the corresponding deductibles will be applied separately.

F. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED LOCATIONS

If **you** acquire a new location, the insurance provided by this policy applies to such new location as of the date of its acquisition.

G. CONDITIONS

1. PREMIUMS

a. Non-Reporting Form

If this insurance is written on a non-reporting basis, the premium is due at the inception date of the policy term shown in the Declarations.

b. Reporting Form

(1) if this insurance is written on a reporting basis, a deposit premium is due at the inception date of the policy term shown in the Declarations. An earned premium will be computed monthly as explained in the Reporting Form which **we** furnish. The earned premium:

AUTO-OWNERS INSURANCE COMPANY

- (a) will be billed on the basis shown in the Declarations; and
- (b) will be due when billed so that the full deposit remains for the next period.

(2) At the end of the policy period, if the total earned premium exceeds the deposit and interim payments, **you** must pay the difference. If the total earned premium is less than the deposit and interim payments, **we** will refund the difference subject to the minimum premium.

(3) **You** must send **us** a statement of the **actual cash value** of all covered property by the 15th day of each month. The statement will be as of the last business day of the preceding month. If **you** fail to send **us** any monthly report, an earned premium will be computed based on **your** last statement.

2. REPAIR OR REPLACEMENT

We may, at **our** option, either:

- a. repair or replace any part of covered property with property of like kind and quality; or
- b. make a cash settlement in accordance with the provisions of this insurance, subject to the deductible, if any, and take all or part of the covered property.

We must give **you** notice of **our** intention within 30 days after **we** receive **your** proof of loss.

3. REPLACEMENT AND REPAIRS REIMBURSEMENT

- a. In the event of loss or damage, if **you** and **we** agree, **you** must:
 - (1) replace the covered property; or
 - (2) furnish the labor and materials necessary for repairs to covered property.

We shall then pay **you**, the retail price of the replaced property or furnished labor and materials multiplied by the percentage shown in the Declarations for **REPLACEMENT AND REPAIRS REIMBURSEMENT**.

b. In the event of loss or damage, if **you** do not:

- (1) replace the covered property;
- (2) furnish the labor and materials necessary for repairs to such covered property in **your** facility; or
- (3) have others make necessary repairs to such covered property

we shall then pay **you** the **actual cash value** of the covered property.

4. OUR PAYMENT OF LOSS

We will adjust any loss with **you**. **We** shall pay **you** and all payees named in the Declarations. At **our** option, **we** may also pay any other party with a financial interest in the covered property. **We** shall pay within 60 days after:

- a. **we** receive **your** proof of loss;
- b. **we** receive all other requested documents; and
- c. the amount of loss is finally determined by an agreement between **you** and **us**, a court judgment or an appraisal award.

5. NO BENEFIT TO BAILEE

This insurance shall not, in any way, benefit any person or organization liable for loss to covered property.

6. PROTECTION OF SALVAGE

In the event of loss or damage to covered property, whether covered by this insurance or not, **you** must protect such covered property from other or additional loss or damage.

Any such act by **you** or **us** or **our** agents in recovering, saving and preserving the covered property shall be considered as done for the benefit of all concerned and without prejudice to the rights of either party.

When the loss under this insurance constitutes a claim under this insurance, then **we** shall pay all reasonable expenses incurred to protect the covered property from other or additional loss or damage.

7. OTHER INSURANCE

If there is other insurance available to **you**, whether primary, excess or contingent, against a loss **we** cover, **we** will pay only **our** share. **Our** share will be the ratio of the limit of insurance to the total of the limits of all valid and collectible insurance which applies.

8. LEGAL ACTION AGAINST US

No legal action may be brought against **us**:

- a. unless **you** have fully complied with all the terms of this insurance; and
- b. until the amount of loss has been finally determined in accordance with the terms of this policy.

Suit must be brought within one year after the loss or damage occurs.

9. APPRAISAL

If **you** and **we** fail to agree on the **actual cash value** or amount of loss covered by this policy, either party may make written demand for an appraisal.

Each party must select an appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree

upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **garage business** is located to select an umpire.

The appraisers will then appraise the loss, stating separately the **actual cash value** and loss to each item. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be the **actual cash value** or amount of loss. If they cannot agree, they will submit their differences to the umpire. A written award by two will determine the **actual cash value** or amount of loss.

Each party will pay the appraiser it chooses, and equally pay the umpire and all other expenses of the appraisal.

10. ABANDONED PROPERTY

We are not obliged to accept abandoned property.

11. BANKRUPTCY

Bankruptcy or insolvency proceedings filed by **you** or **your** estate will not relieve **us** of any obligation under this policy.

12. INSURABLE INTEREST

Subject to D. LIMIT OF INSURANCE, **we** will not pay more than the insurable interest:

- a. **you** have in the covered property at the time of loss or damage;
- b. all payees named in the Declarations have in the covered property at the time of loss or damage; and
- c. any other party with a financial interest in the covered property at the time of loss or damage.

SECTION II - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS

A. If a covered loss occurs, you must:

1. give **us** or **our** authorized representative notice as soon as possible.
2. provide **us** with the names and addresses of any witnesses.
3. notify **us** how, when and where the accident happened and the name of the owner or driver of the other **automobile** or **watercraft** involved, if the covered loss is because of an accident.
4. send to **us**, within 60 days after the loss, a proof of loss signed and sworn to by **you**, including:
 - a. **your** interest and the interest of all others in the **automobile** or **watercraft**;
 - b. all encumbrances on such **automobile** or **watercraft**;
 - c. all other insurance, whether or not valid and collectible;
 - d. the time and cause of loss;
 - e. the **actual cash value** and the amount of loss; and
 - f. an inventory of all damaged and destroyed property including:
 - (1) detailed listing of quantities, costs, **actual cash value** and amount of loss claimed; and
 - (2) a copy of all available bills, receipts and related documents that substantiate the figures in the inventory.
5. promptly report the loss to police if the loss or damage is caused by theft, larceny, robbery, pilferage or trickery.
6. submit to statements and examinations under oath and video taped examinations under oath while not in the presence of any other insured and sign the transcripts of the statements and examinations.
7. provide **us** with records and documents **we** require and permit **us** to make copies.
8. make available employees or others for examination under oath and audio or video taped examinations under oath to the extent that is within **your** power to do so.

B. You and any person seeking coverage under this policy must cooperate with **us** in the investigation or settlement of any claim. This includes giving **us** access to any documentation that **we** request.

C. When a claim is made for damage to any covered property, **you** must let **us** examine such covered property before repairs are made or evidence of loss removed.

D. Following damage to covered property, every reasonable effort must be made to protect such covered property against further loss and keep records of the cost. **We** will pay the reasonable expense incurred to do this.

SECTION III - GENERAL CONDITIONS

A. POLICY PERIOD; TERRITORY

We cover loss of or damage to covered property that occurs during the policy period shown in the Declarations:

1. in the United States of America, its territories or possessions;

2. in Canada;

3. in Mexico; or

4. while being transported between any of the ports of the places listed in 1., 2. or 3. above.

B. CONCEALMENT OR FRAUD

This contract is void if, whether before, during or after a loss, any person seeking coverage under this contract has:

1. intentionally concealed or misrepresented any material fact or circumstance relating to this insurance;
2. engaged in fraudulent conduct relating to this contract; or
3. made false statements relating to this contract.

C. CHANGES

This contract and the Declarations include all the agreements between **you** and **us** or the agent relating to this contract. No change or waiver may be effected in this contract except by endorsement issued by **us**. If a premium adjustment is necessary, **we** shall make the adjustment as of the effective date of the change.

We may adjust **your** premium because of differences in the exposures that were used to determine such premium.

Premium adjustment will be made at the time of the change.

D. ASSIGNMENT

No interest in this contract may be transferred or assigned without **our** written consent. But, if **you** should die within the policy term, the contract will cover as though named in the Declarations:

1. **your** spouse, if **you** are an individual;
2. **your** legal representative while acting in that capacity, provided **we** are given written notice of **your** death within 60 days; and
3. any person having proper temporary custody of covered property to which this contract applies:
 - a. until a legal representative is appointed; and

- b. provided **we** are given written notice of **your** death within 60 days.

E. INSPECTIONS

We may, but are not required to, inspect **your** property and **garage operations**. **Our** inspection or resulting advice or report does not warrant that **your** property or **garage operations** are safe or healthful or comply with any laws, rules or regulations.

F. DUPLICATION OF COVERAGE

1. If this insurance and any other insurance policy or form of coverage provided by **us** or a company affiliated with **us**, provides coverage for the same loss or damage, **our** maximum limit of insurance under all the insurance policies or forms of coverage will not exceed the highest limit of insurance under any single insurance policy or form of coverage applicable to the loss or damage.
2. This condition does not apply to any insurance policy or form of coverage issued by **us** or a company affiliated with **us** to specifically provide excess insurance over this insurance.

G. EXAMINATION OF BOOKS AND RECORDS

We may examine and audit **your** books and records as they relate to this insurance at any time during the policy period and up to three years afterward.

H. OUR RIGHT TO RECOVER PAYMENT

After making payment under this policy, **we** shall have the right to recover to the extent of **our** payment from anyone held responsible. This right will not apply if **you** have waived it in writing prior to the loss.

I. RECOVERIES

If **we** pay for a loss and then lost or damaged property is recovered or payment is made by those responsible for the loss, the following conditions apply:

AUTO-OWNERS INSURANCE COMPANY

1. **You** must inform **us** or **we** must inform **you** if either recover property or receive payment.
2. Proper costs paid by either party are paid first.
3. **You** may keep the property. If so, the amount of claim paid or a lesser amount to which **we** agree, must be returned to **us**.
4. If the claim paid is less than the agreed loss because of a deductible or other limiting terms, the recovery is prorated between **you** and **us** based on the interest of each party in the loss.

AUTO-OWNERS INSURANCE COMPANY**HAIL EXCLUSION**

Dealer's Blanket

It is agreed:

1. **SECTION I - PHYSICAL DAMAGE, B. PERILS WE INSURE AGAINST**, is amended as follows:
 - a. Under **Named Perils**, 1.c. is deleted and replaced with the following:
 - c. windstorm, earthquake or explosion;
 - b. Under **Comprehensive Coverage**, 2.a. and 2.b. are deleted and replaced with the following:
 - a. We shall pay for direct physical loss of or direct physical damage to covered property to which this insurance applies resulting from any cause except hail, upset or collision with another object or with a vehicle to which it is attached.
 - b. We shall pay for glass breakage to covered property from any cause except hail, including collision.
2. Under **SECTION I - PHYSICAL DAMAGE, C. EXCLUSIONS**, 8. the following exclusion is added:

loss or damage caused by hail.
3. Under **SECTION I - PHYSICAL DAMAGE, E. DEDUCTIBLE**, the following is added:

The deductible applies to each **automobile** or **watercraft**. However, except with respect to loss or damage caused by collision, the total deductible amount for any one occurrence shall not exceed four times the deductible.

All other policy terms and conditions apply.

AUTO-OWNERS INSURANCE COMPANY LIMITED HAIL DEDUCTIBLE
Dealer's Blanket

It is agreed:

Under SECTION 1 - PHYSICAL DAMAGE, E. DEDUCTIBLE, the following is added:

The deductible applies to each automobile or watercraft. However:

1. for loss caused by hail, the total deductible amount for any one occurrence shall not exceed fifteen times the deductible shown in the Declarations under COMPREHENSIVE Deductible - Hail Only.

2. for loss caused by other than collision or hail, the total deductible amount for any one occurrence shall not exceed four times the deductible shown in the Declarations under COMPREHENSIVE Deductible - Other Than Hail.

All other policy terms and conditions apply.

NO AGGREGATE HAIL DEDUCTIBLE**AUTO-OWNERS INSURANCE COMPANY**

Dealer's Blanket

It is agreed:

Under **SECTION I - PHYSICAL DAMAGE, E. DEDUCTIBLE**, the following is added:

The deductible applies to each **automobile** or **watercraft**. However, for loss caused by other than collision or hail, the total deductible amount for any one

occurrence shall not exceed four times the deductible shown in the Declarations under **COMPREHENSIVE Deductible - Other Than Hail**.

All other policy terms and conditions apply.

FALSE PRETENSE COVERAGE

Dealer's Blanket

It is agreed:

- 1. Under **DEFINITIONS**, the following definition is added as it applies to this coverage only:

Floor Plan means the finance agreement used for the purchase of new **automobiles** by **you** thru either the **automobile** manufacturer's own finance company or **your** line of credit with any other lending institution.

- 2. **SECTION I - PHYSICAL DAMAGE** is amended as follows:

- a. Under **B. PERILS WE INSURE AGAINST**, the following provision is added:

False Pretense Coverage

We will pay for loss or damage to the **automobile** or **watercraft** that results from:

- (1) **your** voluntarily parting with the **automobile** or **watercraft** for which **you** had legal title or ownership, if induced to do so by any fraudulent scheme, trick, device or false pretense by someone other than **your** employee or an **insured**; or
- (2) **your** acquiring the **automobile** or **watercraft** from a seller who did not have legal title or ownership.

- b. Under **C. EXCLUSIONS**

- (1) Exclusion 3. is deleted as it applies to this coverage only.
- (2) The following exclusion is added as it applies to this coverage only. New **automobiles** held by **you** for sale which were purchased under a **Floor Plan** agreement.

- c. Under **D. LIMITS OF INSURANCE**, the following provision is added as it applies to this coverage only:

- (1) Payment will be only for that amount of loss or damage in excess of the **actual cash value** of any property delivered to **you** in full or partial payment for the **automobile** or **watercraft**; and
- (2) In no event shall **we** pay more than the limit shown in the Declarations for this coverage.

- 3. **SECTION II - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS**, is amended to include the following as it applies to this coverage only:

- a. If a covered loss occurs:

- (1) under 2.a.(1), **you** must:
 - (a) as soon as practical after the loss, take all reasonable steps to have a warrant issued for the arrest of the person or persons perpetrating the loss; and
 - (b) make every effort to recover the **automobile** or **watercraft** if it is located.
- (2) under 2.a.(2), **you** must as soon as practical after the loss, take all reasonable steps to have a warrant issued for the arrest of the person or persons perpetrating the loss.

- b. If a warrant is not issued, but **you** made all reasonable efforts to do so as required in 3.a.(1)(a) and 3.a.(2) above, this coverage is not invalidated.

4. Under **SECTION III - GENERAL CONDITIONS, I. RECOVERIES** is deleted and replaced by the following:

I. **RECOVERIES**, applies to this coverage only.

If the **automobile** or **watercraft** is recovered, the limit of **our** liability for loss or damage shall not exceed the actual cost and expense

of recovering and returning the **automobile** or **watercraft** plus the cost of any necessary repairs.

All other policy terms and conditions apply.

AUTO-OWNERS INSURANCE COMPANY
FALSE PRETENSE COVERAGE WITH FLOOR PLAN
Dealer's Blanket

It is agreed:

1. Under **DEFINITIONS**, the following definition is added as it applies to this coverage only:

Floor Plan means the finance agreement used for the purchase of new **automobiles** by **you** thru either the **automobile** manufacturer's own finance company or **your** line of credit with any other lending institution.

2. **SECTION I - PHYSICAL DAMAGE** is amended as follows:

- a. Under **B. PERILS WE INSURE AGAINST**, the following provision is added:

False Pretense Coverage

We will pay for loss or damage to the **automobile** or **watercraft** that results from:

- (1) **your** voluntarily parting with the **automobile** or **watercraft** for which **you** had legal title or ownership, if induced to do so by any fraudulent scheme, trick, device or false pretense by someone other than **your** employee or an **insured**; or
- (2) **your** acquiring the **automobile** or **watercraft** from a seller who did not have legal title or ownership.

- b. Under **C. EXCLUSIONS**

Exclusion 3. is deleted as it applies to this coverage only.

- c. Under **D. LIMITS OF INSURANCE**, the following provision is added as it applies to this coverage only:

- (1) Payment will be only for that amount of loss or damage in excess of the **actual cash value** of any property delivered to **you** in full or partial payment for the **automobile** or **watercraft**; and

- (2) In no event shall **we** pay more than the limit shown in the Declarations for this coverage.

3. **SECTION II - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS**, is amended to include the following as it applies to this coverage only:

- a. If a covered loss occurs:

- (1) under 2.a.(1), **you** must:

- (a) as soon as practical after the loss, take all reasonable steps to have a warrant issued for the arrest of the person or persons perpetrating the loss; and

- (b) make every effort to recover the **automobile** or **watercraft** if it is located.

- (2) under 2.a.(2), **you** must as soon as practical after the loss, take all reasonable steps to have a warrant issued for the arrest of the person or persons perpetrating the loss.

- b. If a warrant is not issued, but **you** made all reasonable efforts to do so as required in 3.a.(1)(a) and 3.a.(2) above, this coverage is not invalidated.

4. Under **SECTION III - GENERAL CONDITIONS, I. RECOVERIES** is deleted and replaced by the following:

- I. **RECOVERIES**, applies to this coverage only.

If the **automobile** or **watercraft** is recovered, the limit of **our** liability for loss or damage shall not exceed the actual cost and expense of recovering and returning the **automobile** or **watercraft** plus the cost of any necessary repairs.

All other policy terms and conditions apply.

DEALER'S BLANKET COVERAGE PACKAGE

Dealer's Blanket

It is agreed:

DEALER'S BLANKET COVERAGE is amended to include the following coverages:

A. AUTO DEALER REPLACEMENT AND REPAIRS REIMBURSEMENT COVERAGE

In the event of loss or damage you must, if requested by us, replace the property lost or damaged, or furnish the labor and materials necessary for repairs thereto. We shall then pay you the retail price of the replaced property or furnished labor and materials multiplied by the percentage shown in the Declarations for Replacement and Repairs Reimbursement.

B. DIMINUTION IN VALUE COVERAGE

1. Definitions

Diminution in value, as used in this endorsement only, means the actual or perceived loss in market value or resale value which results from a direct and accidental loss.

A new automobile, as used in this endorsement only, means an automobile owned by you and held for sale which has not been previously owned, titled or registered and which has been used for no purpose other than road testing.

A new watercraft, as used in this endorsement only, means a watercraft owned by you and held for sale which has not been previously owned, titled or registered and which has been used for no purpose other than test rides.

2. Coverage

We will pay for diminution in value of a new automobile or new watercraft resulting from

loss or damage to such new automobile or new watercraft which is caused by collision, vandalism, malicious mischief, theft or larceny provided such loss or damage is covered by this policy and we do not replace or require you to replace the new automobile or new watercraft.

3. Exclusions

Under SECTION 1 - PHYSICAL DAMAGE, C. EXCLUSIONS, exclusions 14. is deleted as it applies to this coverage only.

4. Limit of Insurance

We shall pay as diminution in value an additional 10% of the repair costs covered by this policy, which are paid to you, for the repair of a new automobile or new watercraft if the damage is caused by collision, vandalism, malicious mischief, theft or larceny. In no event shall we pay more than \$2500 for diminution in value of any one new automobile or new watercraft. This provision does not apply if the new automobile or new watercraft is replaced.

C. FALSE PRETENSE COVERAGE

1. Definitions

Floor Plan, as used in this endorsement only, means the finance agreement used for the purchase of new automobiles by you thru either the automobile manufacturer's own finance company or your line of credit with any other lending institution.

2. Coverage

We will pay for loss or damage to the **automobile** or **watercraft** that results from:

- a. **your** voluntarily parting with the **automobile** or **watercraft** for which **you** had legal title or ownership, if induced to do so by any fraudulent scheme, trick, device or false pretense by someone other than **your** employee or an **insured**; or
- b. **your** acquiring the **automobile** or **watercraft** from a seller who did not have legal title or ownership.

3. Exclusions

Under **SECTION I - PHYSICAL DAMAGE, C. EXCLUSIONS**

- a. Exclusion 3. is deleted as it applies to this coverage only.
- b. The following exclusion is added as it applies to this coverage only.

New **automobiles** held by **you** for sale which were purchased under a **Floor Plan** agreement.

4. Limits of Insurance

- a. Payment will be only for that amount of loss or damage in excess of the **actual cash value** of any property delivered to **you** in full or partial payment for the **automobile** or **watercraft**; and
- b. In no event shall **we** pay more than the limit shown in the Declarations for this coverage.

5. What You Must Do After An Accident or Loss

SECTION II - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS is amended to include the following:

- a. If a covered loss occurs:
 - (1) under 2.a. above, **you** must:

- (a) as soon as practical after the loss, take all reasonable steps to have a warrant issued for the arrest of the person or persons perpetrating the loss; and

- (b) make every effort to recover the **automobile** or **watercraft** if it is located.

- (2) under 2.b. above, **you** must as soon as practical after the loss, take all reasonable steps to have a warrant issued for the arrest of the persons or person perpetrating the loss.

- b. If a warrant is not issued, but **you** made all reasonable efforts to do so as required in 5.a.(1)(a) and 5.a.(2) above, this coverage is not invalidated.

6. General Conditions

Under **SECTION III - GENERAL CONDITIONS, I. RECOVERIES** is deleted and replaced by the following:

- I. **RECOVERIES**, applies to this coverage only.

If the **automobile** or **watercraft** is recovered, the limit of **our** liability for loss or damage shall not exceed the actual cost and expense of recovering and returning the **automobile** or **watercraft** plus the cost of any necessary repairs.

D. DRIVE OTHER CARS COVERAGE

1. Definitions

Relative, as used in this endorsement only, means a person who resides with **you** and who is related to **you** by blood, marriage or adoption. **Relative** includes a ward or foster child who resides with **you**.

2. Coverage

AUTO-OWNERS INSURANCE COMPANY

We will pay for loss or damage to an **automobile** or **watercraft** not owned by you when used by:

- a. **you**, if an individual, and **your spouse** if a resident of the same household;
- b. any person to whom **you** regularly furnish an **automobile** or **watercraft** and the spouse of such person if a resident of the same household;
- c. a **relative** of a. above residing in the same household and not owning any **automobile** or **watercraft**; or
- d. a person who resides with the person in b. above and who is related to such person by blood, marriage or adoption, including a ward or foster child.

provided the loss or damage is covered by the Comprehensive Coverage or Collision Coverage provided by this policy.

3. Exclusions

- a. any **automobile** or **watercraft** owned by or furnished for regular use to a person in 2.a. or b. above or a member of the household of either, other than a private chauffeur or domestic servant;
- b. motor scooters, motorcycles or midget **automobiles**, commonly referred to as "karts", "go-karts", "speedmobiles" or any comparable name; or
- c. any **automobile** not of the private passenger type or **watercraft** while used in a business or occupation of a person in 2.a., b. or c. above or to any **private passenger automobile** or **watercraft** while used in such business if operated by other than a person in 2.a. or b. above or the chauffeur or servant of such person unless such person is present in such **automobile** or **watercraft**.

All other policy terms and conditions apply.

**DEALER'S BLANKET COVERAGE PACKAGE
WITH FLOOR PLAN**

Dealer's Blanket

It is agreed:

DEALER'S BLANKET COVERAGE is amended to include the following coverages:

A. AUTO DEALER REPLACEMENT AND REPAIRS REIMBURSEMENT COVERAGE

In the event of loss or damage **you** must, if requested by **us**, replace the property lost or damaged, or furnish the labor and materials necessary for repairs thereto. **We** shall then pay **you** the retail price of the replaced property or furnished labor and materials multiplied by the percentage shown in the Declarations for Replacement and Repairs Reimbursement.

B. DIMINUTION IN VALUE COVERAGE

1. Definitions

Diminution in value, as used in this endorsement only, means the actual or perceived loss in market value or resale value which results from a direct and accidental loss.

A **new automobile**, as used in this endorsement only, means an **automobile** owned by **you** and held for sale which has not been previously owned, titled or registered and which has been used for no purpose other than road testing.

A **new watercraft**, as used in this endorsement only, means a **watercraft** owned by **you** and held for sale which has not been previously owned, titled or registered and which has been used for no purpose other than test rides.

2. Coverage

We will pay for **diminution in value** of a **new automobile** or **new watercraft** resulting from

loss or damage to such **new automobile** or **new watercraft** which is caused by collision, vandalism, malicious mischief, theft or larceny provided such loss or damage is covered by this policy and **we** do not replace or require **you** to replace the **new automobile** or **new watercraft**.

3. Exclusions

Under **SECTION 1 - PHYSICAL DAMAGE, C. EXCLUSIONS**, exclusion 14. is deleted as it applies to this coverage only.

4. Limit of Insurance

We shall pay as **diminution in value** an additional 10% of the repair costs covered by this policy, which are paid to **you**, for the repair of a **new automobile** or **new watercraft** if the damage is caused by collision, vandalism, malicious mischief, theft or larceny. In no event shall **we** pay more than \$2500 for **diminution in value** of any one **new automobile** or **new watercraft**. This provision does not apply if the **new automobile** or **new watercraft** is replaced.

C. FALSE PRETENSE COVERAGE

1. Definitions

Floor Plan, as used in this endorsement only, means the finance agreement used for the purchase of **new automobiles** by **you** thru either the **automobile** manufacturer's own finance company or **your** line of credit with any other lending institution.

2. Coverage

We will pay for loss or damage to the **automobile** or **watercraft** that results from:

- a. your voluntarily parting with the **automobile** or **watercraft** for which you had legal title or ownership, if induced to do so by any fraudulent scheme, trick, device or false pretense by someone other than your employee or an **insured**; or
- b. your acquiring the **automobile** or **watercraft** from a seller who did not have legal title or ownership.

3. Exclusions

Under **SECTION I - PHYSICAL DAMAGE, C. EXCLUSIONS**

Exclusion 3. is deleted as it applies to this coverage only.

4. Limit of Insurance

- a. Payment will be only for that amount of loss or damage in excess of the **actual cash value** of any property delivered to you in full or partial payment for the **automobile** or **watercraft**; and
- b. In no event shall we pay more than the limit shown in the Declarations for this coverage.

5. What You Must Do After An Accident or Loss

SECTION II - WHAT YOU MUST DO AFTER AN ACCIDENT OR LOSS is amended to include the following:

- a. If a covered loss occurs:
 - (1) under 2.a. above, you must:
 - (a) as soon as practical after the loss take all reasonable steps to have a warrant issued for the arrest of the person or persons perpetrating the loss; and
 - (b) make every effort to recover the **automobile** or **watercraft** if it is located.

(2) under 2.b. above, you must as soon as practical after the loss, take all reasonable steps to have a warrant issued for the arrest of the person or persons perpetrating the loss.

- b. If a warrant is not issued, but you made all reasonable efforts to do so as required in 5.a.(1)(a) and 5.a.(2) above, this coverage is not invalidated.

6. General Conditions

Under **SECTION III - GENERAL CONDITIONS, I RECOVERIES** is deleted and replaced by the following:

- I. **RECOVERIES**, applies to this coverage only.

If the **automobile** or **watercraft** is recovered, the limit of our liability for loss or damage shall not exceed the actual cost and expense of recovering and returning the **automobile** or **watercraft** plus the cost of any necessary repairs.

D. DRIVE OTHER CARS COVERAGE

1. Definitions

Relative, as used in this endorsement only, means a person who resides with you and who is related to you by blood, marriage or adoption. **Relative** includes a ward or foster child who resides with you.

2. Coverage

We will pay for loss or damage to an **automobile** or **watercraft** not owned by you when used by:

- a. you, if an individual, and your spouse if a resident of the same household;
- b. any person to whom you regularly furnish an **automobile** or **watercraft** and the spouse of such person if a resident of the same household;

AUTO-OWNERS INSURANCE COMPANY

- c. a **relative** of **a.** above residing in the same household and not owning any **automobile** or **watercraft**; or
- d. a person who resides with the person in **b.** above and who is related to such person by *blood, marriage or adoption*, including a ward or foster child

provided the loss or damage is covered by the Comprehensive Coverage or Collision Coverage provided by this policy.

3. Exclusions

- a. any **automobile** or **watercraft** owned by or furnished for regular use to a person in **2.a.** or **b.** above or a member of the household of either, other than a private chauffeur or domestic servant;

- b. motor scooters, motorcycles or midget **automobiles**, commonly referred to as "karts", "go-karts", "speedmobiles" or any comparable name; or
- c. any **automobile** not of the private passenger type or **watercraft** while used in a business or occupation of a person in **2.a.**, **b.** or **c.** above or to any **private passenger automobile** or **watercraft** while used in such business if operated by other than a person in **2.a.** or **b.** above or the chauffeur or servant of such person unless such person is present in such **automobile** or **watercraft**.

All other policy terms and conditions apply.

Arkansas
POLICY CANCELLATION AND NONRENEWAL
Dealer's Blanket

It is agreed:

Under **SECTION III - GENERAL CONDITIONS**, the following conditions are added:

CANCELLATION

- a. **You** may cancel this policy by returning it to **us** or any of **our** authorized agents or by giving **us** written notice of the future date at which **you** wish the cancellation to take effect.
- b. **We** may cancel this policy by mailing or delivering written notice stating the reason for cancellation to **you** at **your** last address shown in the Declarations. This notice shall be mailed or delivered:
- (1) at least 10 days prior to the effective date when the reason for cancellation is nonpayment of premium; or
 - (2) at least 20 days prior to the effective date when the reason for cancellation is other than nonpayment of premium.
- c. If this policy has been in effect for less than 60 days and is not a renewal, **we** may cancel for any reason.
- d. If this policy has been in effect for 60 days or more, or is a renewal, **we** may only cancel for one or more of the following reasons:
- (1) nonpayment of premium;
 - (2) **you** or any driver of **your automobile** has been convicted of:
 - (a) driving while intoxicated; or
 - (b) homicide or assault arising out of the use of an **automobile**;
 - (3) three (3) separate convictions for speeding during the policy period including three months prior to the effective date of the policy period stated in the Declarations;
 - (4) three (3) separate convictions for reckless driving during the policy period including three months prior to the effective date of the policy period stated in the Declarations;
 - (5) three (3) convictions for speeding or reckless driving combined during the policy period including three months prior to the effective date of the policy period stated in the Declarations;
 - (6) **your** driver's license or **automobile** registration or the driver's license or **automobile** registration of any other operator who either resides in the same household or who customarily operates an **automobile** insured under this policy has been under suspension or revocation during the policy period or up to one hundred eighty (180) days immediately preceding the effective date of the policy period stated in the Declarations;
 - (7) fraud or misrepresentation of a material fact, the knowledge of which would have caused **us** to decline to issue this policy; or
 - (8) nonpayment of membership dues when they are a requirement in the bylaws, agreements, or other legal instruments of **ours** before issuance and maintenance of the policy.
- e. If this policy is canceled, **we** will mail or deliver written notice of cancellation to any lienholder or lessee shown in the Declarations.
- f. If this policy is canceled, **we** will refund unearned premium, if any, pro rata.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
 Copyright Insurance Services Office, 1984, 1985, 1987, 2002, 2004

NONRENEWAL

If **we** decide not to renew this policy, **we** will mail or deliver written notice stating the reason for nonrenewal to **you** at **your** last address shown in the Declara-

tions. This notice shall be mailed or delivered at least 30 days prior to the expiration of this policy.

All other policy terms and conditions apply.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright Insurance Services Office, 1984, 1985, 1987, 2002, 2004

Arkansas
AMENDATORY ENDORSEMENT
 Dealer's Blanket

It is agreed:

SECTION I - PHYSICAL DAMAGE is amended as follows:

1. Under **B. PERILS WE INSURE AGAINST, 3. Collision Coverage**, the following is added:

If **We** insure the **automobile** for both Collision and Uninsured Motorist Property Damage, any collision deductible shown in the Declarations shall not apply if:

- a. The loss is caused by an uninsured **automobile** as that term is defined in UNINSURED MOTORIST PROPERTY DAMAGE, and
 - b. The operator of the uninsured **automobile** has been positively identified and is solely at fault.
2. Under **D. LIMIT OF INSURANCE - COINSURANCE CLAUSE**, the following statement is added:

IN THE REPAIR OF YOUR COVERED MOTOR VEHICLE UNDER THE PHYSICAL DAMAGE COVERAGE PROVISIONS OF THIS POLICY, WE MAY REQUIRE OR SPECIFY THE USE OF MOTOR VEHICLE PARTS NOT MADE BY THE ORIGINAL MANUFACTURER. THESE PARTS ARE REQUIRED TO BE AT LEAST EQUAL IN TERMS OF FIT, QUALITY, PERFORMANCE, AND WARRANTY TO THE ORIGINAL MANUFACTURER PARTS THEY REPLACE.

3. Under **G. CONDITIONS, 9. APPRAISAL** is deleted and replaced by the following:

9. APPRAISAL

If **we** and **you** disagree on the amount of loss covered by this policy, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both **we** and **you** agree voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select a competent and impartial umpire. If the appraisers cannot agree upon the umpire, **we** and **you** can request the selection be made by a judge of a court having jurisdiction.

The appraisers will appraise the loss, stating separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will pay its chosen appraiser and equally pay the umpire and all other expenses of the appraisal. **We** shall retain our right to deny the claim.

All other policy terms and conditions apply.

<i>SERFF Tracking Number:</i>	<i>AOIC-125335041</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Owners Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026577</i>
<i>Company Tracking Number:</i>	<i>GAR-AR-04-10/25/2007-89701</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0002 Garage</i>
<i>Product Name:</i>	<i>Garage Liability/Dealer's Blanket</i>		
<i>Project Name/Number:</i>	<i>GAR/89701</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AOIC-125335041 State: Arkansas
Filing Company: Owners Insurance Company State Tracking Number: AR-PC-07-026577
Company Tracking Number: GAR-AR-04-10/25/2007-89701
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
Product Name: Garage Liability/Dealer's Blanket
Project Name/Number: GAR/89701

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 07/09/2008

Comments:

Attachment:

89701 AR-04 NAIC.pdf

Satisfied -Name: Explanatory Memo **Review Status:** Approved 07/09/2008

Comments:

Attachment:

List 677 Exp Memo.pdf

Property & Casualty Transmittal Document (Revised 1/1/07)

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use Only

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business	
Renewal Business	

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

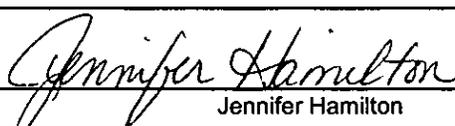
3. Group Name	Group NAIC #
AUTO-OWNERS INSURANCE GROUP COMPANY	280

4. Company Name(s)	Domicile	NAIC #	FEIN #
OWNERS INSURANCE COMPANY	Ohio	280-32700	34-1172650

5. Company Tracking Number GARAR21026200789701

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

6. Name and address	Telephone #s	FAX #	E-mail
Jennifer Hamilton, Assistant Manager P.O. Box 30660 Lansing, Mi 48909-8160	517-323-1488 800-346-0346 Ext.	(517) 391-1903	HAMILTON.JENNIFER@AOINS.COM

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

Filing Information (see general instructions for descriptions of these fields)

9. Type of Insurance (TOI)	20.0000 Commercial Auto
10. Sub-Type of Insurance (Sub-TOI)	20.0002 Garage
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12. Company Program Title (Marketing Title)	Garage Liability
13. Filing Type	FORM
14. Effective Dates(s) Requested	January 19, 2008
15. Reference Filing?	No
16. Reference Organization (if applicable)	
17. Reference Organization #	
18. Company's Date of Filing	October 26, 2007
19. Status of filing in domicile	

Property and Casualty Transmittal Document-

20.	This filing transmittal is part of Company Tracking #	GARAR21026200789701
------------	--	---------------------

21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]
------------	---

FORM FILING: See Attached List

Forms Attach To:

Dealer's Blanket Coverage

Submitted for your approval is the attached list of forms. We desire to use these forms with policies effective on or after January 19, 2008. Forms are submitted in final printed copy.

If you have any questions, please feel free to contact one of the following:

Manager:

JENNIFER HAMILTON, ASSISTANT MANAGER
 GARAGE LIABILITY AND DEALER'S BLANKET
 HAMILTON.JENNIFER@AOINS.COM (emails without attachments)
 commlinesund@aoins.net (emails with attachments)
 517-323-1488 Ext.

Underwriter:

JENNIFER ARENS
 ARENS.JENNIFER@AOINS.COM
 (517) 323-1409

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:

Calculation:

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

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

FORM FILING SCHEDULE

This form must be provided **ONLY** when making a filing that includes forms
(Do NOT refer to the body of the filing for the forms listing.)

This page applies to the following state(s) Arkansas

1.	This filing transmittal is part of Company Tracking #	GARAR21026200789701			
2.	This filing corresponds to rate/rule filing number				
3.	Component/Form Name/ Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous State Filing Number, if required by state
1	Dealer's Blanket Coverage	89701 (12-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
2	Manuscript Endorsement	26153 (10-00)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
3	Exclusion - Hail	89709 (11-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
4	Hail Deductible - Limited (Dealer's Blanket Amendatory)	89711 (11-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
5	Hail Deductible - No Aggregate	89713 (11-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
6	Policy Cancellation and Non-Renewal - Dealer's Blanket	89752 (09-05)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89752 (07-05)	
7	Amendatory Endorsement - Dealer's Blanket	89811 (08-05)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	89811 (07-05)	
8	False Pretense Coverage	89914 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
9	False Pretense Coverage - With Floor Plan	89915 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Dealer's Blanket Coverage Package	89919 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Dealer's Blanket Coverage Package - With Floor Plan	89920 (09-05)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Form Number	Print Date	Form Name
89701	(12-04)	Dealer's Blanket Coverage
26153	(10-00)	Manuscript Endorsement
89709	(11-04)	Exclusion - Hail
89711	(11-04)	Hail Deductible - Limited (Dealer's Blanket Amendatory)
89713	(11-04)	Hail Deductible - No Aggregate
89752	(09-05)	Policy Cancellation and Non-Renewal - Dealer's Blanket
89811	(08-05)	Amendatory Endorsement - Dealer's Blanket
89914	(09-05)	False Pretense Coverage
89915	(09-05)	False Pretense Coverage - With Floor Plan
89919	(09-05)	Dealer's Blanket Coverage Package
89920	(09-05)	Dealer's Blanket Coverage Package - With Floor Plan

**AUTO-OWNERS INSURANCE COMPANY
FORMS AND ENDORSEMENTS
STATE OF ARKANSAS**

Form Number	Edition Date	Replaced Form	Replaced Edition Date	Form Name
89701	(12-04)	N/A		Dealer's Blanket Coverage
USE	Provides physical damage coverage on automobiles owned by or consigned to dealer.			
CHANGE	Initial Filing			
26153	(10-00)	N/A		Manuscript Endorsement
USE	Blank fill-in form to be used to insure misc. items.			
CHANGE	Initial Filing.			
89709	(11-04)	N/A		Exclusion - Hail
USE	Offers a total exclusion for hail coverage.			
CHANGE	Initial Filing			
89711	(11-04)	N/A		Hail Deductible - Limited (Dealer's Blanket Amendatory)
USE	Explains that if loss caused by hail the deductible total will not exceed 15 times the deductible.			
CHANGE	Changes to format. The sections that are redundant due to the new Dealer's Blanket base have been removed.			
89713	(11-04)	N/A		Hail Deductible - No Aggregate
USE	Provides no maximum occurrence deductible for hail.			
CHANGE	Changes to format only. No coverage differences.			
89752	(09-05)	89752	(07-05)	Policy Cancellation and Non-Renewal - Dealer's Blanket
USE	Explains policy cancellation and nonrenewal provisions.			
CHANGE	Revised format to correspond to the new Dealer's Blanket Policy.			
89811	(08-05)	89811	(07-05)	Amendatory Endorsement - Dealer's Blanket
USE	Amends the Dealer's Blanket policy to comply with AR statute.			
CHANGE	Format changed to correspond with the new Dealer's Blanket policy.			
89914	(09-05)	N/A		False Pretense Coverage
USE	Provides coverage resulting from insured's voluntary parting with auto if induced to do so by any fraudulent scheme, trick, device or false pretense.			
CHANGE	Initial Filing			
89915	(09-05)	N/A		False Pretense Coverage - With Floor Plan
USE	Provides coverage resulting from insureds voluntary parting with auto if induced to do so by any fraudulent scheme, trick or device. Includes floor plan inventory.			
CHANGE	Initial Filing			
89919	(09-05)	N/A		Dealer's Blanket Coverage Package
USE	Provides diminished value, false pretense, drive other cars coverage and auto dealer repair reimbursement.			
CHANGE	Initial Filing			
89920	(09-05)	N/A		Dealer's Blanket Coverage Package - With Floor Plan
USE	Provides diminished value, false pretense, drive other cars coverage, and auto dealer repair reimbursement. Includes coverage for floor plan inventory.			
CHANGE	Initial Filing			

<i>SERFF Tracking Number:</i>	<i>AOIC-125335041</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Owners Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026577</i>
<i>Company Tracking Number:</i>	<i>GAR-AR-04-10/25/2007-89701</i>		
<i>TOI:</i>	<i>20.0 Commercial Auto</i>	<i>Sub-TOI:</i>	<i>20.0002 Garage</i>
<i>Product Name:</i>	<i>Garage Liability/Dealer's Blanket</i>		
<i>Project Name/Number:</i>	<i>GAR/89701</i>		

Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Manuscript Endorsement	10/25/2007	26153 (10-00).pdf

