

SERFF Tracking Number: PHXN-125695691 State: Arkansas  
Filing Company: American Hallmark Insurance Company of Texas State Tracking Number: #16551 \$50  
Company Tracking Number: AR AH 07 08 F  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: Hallmark Advantage  
Project Name/Number: /

## Filing at a Glance

Company: American Hallmark Insurance Company of Texas

Product Name: Hallmark Advantage SERFF Tr Num: PHXN-125695691 State: Arkansas  
TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: #16551 \$50  
Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: AR AH 07 08 F State Status: Fees verified and received (PPA)  
Filing Type: Form Co Status: Reviewer(s): Alexa Grissom, Betty Montesi  
Author: Gregory Reid Disposition Date: 07/03/2008  
Date Submitted: 06/17/2008 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New): 07/23/2008  
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Status of Filing in Domicile: Not Filed  
Project Number: Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 07/03/2008  
State Status Changed: 07/01/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
Initial Forms Filing for American Hallmark Insurance Company of Texas

## Company and Contact

### Filing Contact Information

Gregory Reid, Product Manager greid@phoenixautoins.com  
14651 Dallas Parkway (972) 866-5774 [Phone]

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Product Name: Hallmark Advantage  
Project Name/Number: /

Dallas, TX 75254 (972) 788-0520[FAX]

**Filing Company Information**

American Hallmark Insurance Company of Texas  
14651 Dallas Parkway  
Suite 400  
Dallas, TX 75254  
(972) 934-2400 ext. 5762[Phone]

CoCode: 43494  
Group Code: 3478  
Group Name: Hallmark Insurance Group  
FEIN Number: 75-1817901  
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State of Domicile: Texas  
Company Type: Property & Casualty  
State ID Number:

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Product Name: Hallmark Advantage  
Project Name/Number: /

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: Filing or review of policy, contract, endorsements, certificates, applications PER SUBMISSION  
(No limit on # of forms in same submission)  
Per Company: No

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	07/03/2008	07/03/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Alexa Grissom	07/01/2008	07/01/2008	Gregory Reid	07/01/2008	07/01/2008
Pending Industry Response	Alexa Grissom	06/17/2008	06/17/2008	Gregory Reid	06/26/2008	06/26/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fee	Note To Filer	Alexa Grissom	06/19/2008	06/19/2008
Filing Fee	Note To Reviewer	Gregory Reid	06/17/2008	06/17/2008

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Project Name/Number: /

## Disposition

Disposition Date: 07/03/2008

Effective Date (New): 07/23/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PHXN-125695691 State: Arkansas  
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 Product Name: Hallmark Advantage  
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form (revised)</b>	Notice of Cancellation	Approved	Yes
<b>Form</b>	Notice of Cancellation	Approved	Yes
<b>Form</b>	Dec Page	Approved	Yes
<b>Form</b>	Renewal Billing Notice	Approved	Yes
<b>Form</b>	Reinstatement Notice	Approved	Yes
<b>Form</b>	Driver Exclusion	Approved	Yes
<b>Form</b>	Lost Policy Release	Approved	Yes
<b>Form</b>	Personal Auto Policy	Approved	Yes
<b>Form</b>	Transition Endorsement	Approved	Yes
<b>Form</b>	AMENDMENT OF POLICY PROVISIONS – ARKANSAS	Approved	Yes
<b>Form</b>	UNDERINSURED MOTORISTS COVERAGE – ARKANSAS	Approved	Yes
<b>Form</b>	UNINSURED MOTORISTS COVERAGE – ARKANSAS	Approved	Yes
<b>Form</b>	PERSONAL INJURY PROTECTION COVERAGE – ARKANSAS	Approved	Yes
<b>Form</b>	COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT	Approved	Yes
<b>Form</b>	SUSPENSION OF INSURANCE	Approved	Yes
<b>Form</b>	OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE	Approved	Yes
<b>Form</b>	EXTENDED NON-OWNED COVERAGE - VEHICLES	Approved	Yes
<b>Form</b>	TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)	Approved	Yes
<b>Form</b>	EXCESS ELECTRONIC EQUIPMENT COVERAGE	Approved	Yes
<b>Form</b>	CUSTOMIZING EQUIPMENT COVERAGE	Approved	Yes
<b>Form</b>	NAMED NON-OWNER COVERAGE	Approved	Yes
<b>Form</b>	JOINT OWNERSHIP COVERAGE	Approved	Yes
	TRUST ENDORSEMENT	Approved	Yes

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 Product Name: Hallmark Advantage  
 Project Name/Number: /

<b>Form</b>			
<b>Form</b>	ARKANSAS NOTICE	Approved	Yes
<b>Form</b>	TOWING AND LABOR COSTS COVERAGE	Approved	Yes
<b>Form</b>	LOSS PAYABLE CLAUSE	Approved	Yes
<b>Form</b>	COVERAGE FOR DAMAGE TO YOUR AUTO	Approved	Yes
<b>Form</b>	ADDITIONAL INSURED – LESSOR	Approved	Yes
<b>Form</b>	LIABILITY COVERAGE EXCLUSION ENDORSEMENT	Approved	Yes
<b>Form</b>	AUTO LOAN/LEASE COVERAGE	Approved	Yes
<b>Form</b>	CERTIFICATE OF PERSONAL AUTO	Approved	Yes
<b>Form</b>	ARKANSAS UNINSURED MOTORISTS COVERAGE AND	Approved	Yes

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 Product Name: Hallmark Advantage  
 Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response  
 Objection Letter Date 07/01/2008  
 Submitted Date 07/01/2008  
 Respond By Date

Dear Gregory Reid,

This will acknowledge receipt of the captioned filing. The cancellation notices must comply with Ark. Code Ann. 23-89-307 advising the insured of the Auto Plan. Additionally, please include a notice stating: Failure to maintain liability limits of 25/50/25 is a violation of Arkansas law.

Please feel free to contact me if you have questions.

Sincerely,  
 Alexa Grissom

## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 07/01/2008  
 Submitted Date 07/01/2008

Dear Alexa Grissom,

### Comments:

### Response 1

Comments: The information noted in the objection letter has been added to the cancellation notice. Please see the attachment.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific	Readability Score	Attach Document
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SERFF Tracking Number: PHXN-125695691 State: Arkansas  
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 Product Name: Hallmark Advantage  
 Project Name/Number: /

Data

Notice of Cancellation	AH AR	06/2008	Canc/NonRen Notice	New	AH AR
	CXL 06 08				CXL 06 08
					- Notice of Cancellati on v2.pdf

**Previous Version**

Notice of Cancellation	AH AR	06/2008	Canc/NonRen Notice	New	AH AR
	CXL 06 08				CXL 06 08
					- Notice of Cancellati on.pdf

SERFF Tracking Number: PHXN-125695691 State: Arkansas  
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Company Tracking Number: AR AH 07 08 F  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: Hallmark Advantage  
Project Name/Number: /

No Rate/Rule Schedule items changed.

Sincerely,  
Gregory Reid

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Company Tracking Number: AR AH 07 08 F  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: Hallmark Advantage  
Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 06/17/2008  
Submitted Date 06/17/2008  
Respond By Date

Dear Gregory Reid,

This will acknowledge receipt of the captioned filing. The filing fee for a form filing of \$50.00 was not received. When the fee is submitted, please advise the Department by response to this letter.

Please feel free to contact me if you have questions.

Sincerely,  
Alexa Grissom

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 06/26/2008  
Submitted Date 06/26/2008

Dear Alexa Grissom,

### Comments:

### Response 1

Comments: The filing fee was submitted on 06/24/2008. The check number is 016551.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

*SERFF Tracking Number:* PHXN-125695691 *State:* Arkansas  
*Filing Company:* American Hallmark Insurance Company of Texas *State Tracking Number:* #16551 \$50  
*Company Tracking Number:* AR AH 07 08 F  
*TOI:* 19.0 Personal Auto *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)  
*Product Name:* Hallmark Advantage  
*Project Name/Number:* /  
**Gregory Reid**

SERFF Tracking Number: PHXN-125695691 State: Arkansas  
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TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: Hallmark Advantage  
Project Name/Number: /

**Note To Filer**

**Created By:**

Alexa Grissom on 06/19/2008 08:47 AM

**Subject:**

Filing Fee

**Comments:**

Once the filing is received without a fee, you must send it via mail. Please put the SERFF filing number on the check.

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Product Name: Hallmark Advantage  
Project Name/Number: /

**Note To Reviewer**

**Created By:**

Gregory Reid on 06/17/2008 02:51 PM

**Subject:**

Filing Fee

**Comments:**

Dear Ms. Alexa Grissom:

I apologize for not submitting the payment, but can you let me know if this needs to be done electronically or through the mail, or some other way. Please let me know if there is anything else needed.

Thanks,

Greg

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 Product Name: Hallmark Advantage  
 Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Notice of Cancellation	AH AR CXL 06 08	06/2008	Canc/NonRen	New Notice			AH AR CXL 06 08 - Notice of Cancellation v2.pdf
Approved	Dec Page	AH AR DEC 06 08	06/2008	Declaration	New s/Schedule			AH AR DEC 06 08 - Dec page.pdf
Approved	Renewal Billing Notice	AH AR RBILL 06 08	06/2008	Disclosure/	New Notice			AH AR RBILL 06 08 - Renewal Billing Notice.pdf
Approved	Reinstatement Notice	AH AR RE INST 06 08	06/2008	Disclosure/	New Notice			AH AR RE INST 06 08 - Reinstatement Notice.pdf
Approved	Driver Exclusion	AR_AHIC_515A08	05/2008	Endorsement/Amendment/Conditions	New			AR_AHIC_515A08_Driver Exclusion.pdf
Approved	Lost Policy Release	ILT0015O 01 05	05/2005	Other	New			ILT0015O - LOST POLICY RELEASE CANCELLATION REQUEST.pdf
Approved	Personal Auto Policy	PP 00 01 01 05	01/2005	Policy/Coverage	New Form			PP000110 - PERSONAL AUTO

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 Product Name: Hallmark Advantage  
 Project Name/Number: /

					POLICY.pdf
Approved	Transition Endorsement	PP 00 08 01 05	01/2005	Endorseme New nt/Amendm ent/Condi ons	PP00081O - TRANSITIO N ENDORSEM ENT.pdf
Approved	AMENDMENT OF POLICY PROVISIONS – ARKANSAS	PP 01 77 10 07	10/2007	Endorseme New nt/Amendm ent/Condi ons	PP0177OQ - AMENDMEN T OF POLICY PROVISION S - ARKANSAS. pdf
Approved	UNDERINSURE D MOTORISTS COVERAGE – ARKANSAS	PP 04 34 10 07	10/2007	Endorseme New nt/Amendm ent/Condi ons	PP0434OQ - UNDERINS URED MOTORIST S COVERAGE - ARKANSAS. pdf
Approved	UNINSURED MOTORISTS COVERAGE – ARKANSAS	PP 04 95 10 07	10/2007	Endorseme New nt/Amendm ent/Condi ons	PP0495OQ - UNINSURE D MOTORIST S COVERAGE - ARKANSAS. pdf
Approved	PERSONAL INJURY PROTECTION COVERAGE – ARKANSAS	PP 05 82 10 07	10/2007	Endorseme New nt/Amendm ent/Condi ons	PP0582OQ - PERSONAL INJURY PROTECTIO N COVERAGE

<i>SERFF Tracking Number:</i>	<i>PHXN-125695691</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Hallmark Insurance Company of Texas</i>	<i>State Tracking Number:</i>	<i>#16551 \$50</i>
<i>Company Tracking Number:</i>	<i>AR AH 07 08 F</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>Hallmark Advantage</i>		
<i>Project Name/Number:</i>	<i>/</i>		

  

Approved	COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT	PP 13 01 12 99	12/1999	Endorseme New nt/Amendm ent/Condi ons	- ARKANSAS. pdf PP1301DI - COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEM ENT.pdf
Approved	SUSPENSION OF INSURANCE	PP 02 01 01 05	01/2005	Endorseme New nt/Amendm ent/Condi ons	PP02011O - SUSPENSIO N OF INSURANC E.pdf
Approved	OPTIONAL LIMITS TRANSPORTATI ON EXPENSES COVERAGE	PP 03 02 06 98	06/1998	Endorseme New nt/Amendm ent/Condi ons	PP03026H - OPTIONAL LIMITS TRANSPOR TATION EXPENSES COVERAGE .pdf
Approved	EXTENDED NON-OWNED COVERAGE - VEHICLES	PP 03 06 01 05	01/2005	Endorseme New nt/Amendm ent/Condi ons	PP03061O - EXTENDED NON- OWNED COVERAGE - VEHICLES FURNISHED OR AVAILABLE FOR REGULAR USE.pdf
Approved	TRAILER/CAMP	PP 03 07	01/2005	Endorseme New	PP03071O -

SERFF Tracking Number:	PHXN-125695691	State:	Arkansas	
Filing Company:	American Hallmark Insurance Company of Texas	State Tracking Number:	#16551 \$50	
Company Tracking Number:	AR AH 07 08 F			
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)	
Product Name:	Hallmark Advantage			
Project Name/Number:	/			
	ER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)	01 05	nt/Amendm ent/Condi ons	TRAILER CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY).p df
Approved	EXCESS ELECTRONIC EQUIPMENT COVERAGE	PP 03 13 01 05	01/2005 Endorseme nt/Amendm ent/Condi ons	PP031310 - EXCESS ELECTRONI C EQUIPMEN T COVERAGE .pdf
Approved	CUSTOMIZING EQUIPMENT COVERAGE	PP 03 18 01 05	01/2005 Endorseme nt/Amendm ent/Condi ons	PP031810 - CUSTOMIZI NG EQUIPMEN T COVERAGE .pdf
Approved	NAMED NON- OWNER COVERAGE	PP 03 22 01 05	01/2005 Endorseme nt/Amendm ent/Condi ons	PP032210 - NAMED NON- OWNER COVERAGE .pdf
Approved	JOINT OWNERSHIP COVERAGE	PP 03 34 01 05	01/2005 Endorseme nt/Amendm ent/Condi ons	PP033410 - JOINT OWNERSHI P COVERAGE .pdf
Approved	TRUST ENDORSEMENT	PP 13 03 01 05	01/2005 Endorseme nt/Amendm ent/Condi	PP130310 - TRUST ENDORSEM

SERFF Tracking Number: PHXN-125695691 State: Arkansas  
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 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
 Product Name: Hallmark Advantage  
 Project Name/Number: /

Approval	Description	Policy No.	Effective Date	Action	Document Name
Approved	ARKANSAS NOTICE	PP 13 85 06 03	06/2003	Endorsement/Amendment/Conditions	ENT.pdf PP13856M - ARKANSAS NOTICE.pdf
Approved	TOWING AND LABOR COSTS COVERAGE	PP 03 03 04 86	04/1986	Endorsement/Amendment/Conditions	PP030346 - TOWING AND LABOR COSTS COVERAGE.pdf
Approved	LOSS PAYABLE CLAUSE	PP 03 05 08 86	8/1986	Endorsement/Amendment/Conditions	PP030586 - LOSS PAYABLE CLAUSE.pdf
Approved	COVERAGE FOR DAMAGE TO YOUR AUTO	PP 03 08 06 94	06/1994	Endorsement/Amendment/Conditions	PP030864 - COVERAGE FOR DAMAGE TO YOUR AUTO (MAXIMUM LIMIT OF LIABILITY).pdf
Approved	ADDITIONAL INSURED – LESSOR	PP 03 19 08 86	08/1986	Endorsement/Amendment/Conditions	PP031986 - ADDITIONAL INSURED - LESSOR.pdf
Approved	LIABILITY COVERAGE EXCLUSION ENDORSEMENT	PP 03 26 06 94	06/1994	Endorsement/Amendment/Conditions	PP032664 - LIABILITY COVERAGE EXCLUSION ENDORSEMENT.pdf
Approved	AUTO LOAN/LEASE	PP 03 35 09 93	09/1993	Endorsement/Amendment	PP033593 - AUTO LOAN

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	COVERAGE		ent/Condi ons		LEASE COVERAGE .pdf
Approved	CERTIFICATE OF PERSONAL AUTO	PP C 001 01/2005 01 05	Certificate New		PPC00110 - CERTIFICA TE OF PERSONAL AUTO INSURANC E - TRUSTS.pdf
Approved	ARKANSAS UNINSURED MOTORISTS COVERAGE AND	PP U 003 01/2006 01 06	Endorseme New nt/Amendm ent/Condi ons		PPU0031P - ARKANSAS UNINSURE D MOTORIST S COVERAGE AND UNDERINS URED MOTORIST S COVERAGE SELECTION REJECTION (SUPPLEME NT TO THE APPLICATI ON).pdf



**AMERICAN HALLMARK INSURANCE  
COMPANY OF TEXAS**  
14651 Dallas Parkway, Suite 400  
Dallas, Texas 75254

INSURED:
POLICY NO:
DATE OF MAILING:
PRODUCER:



**NOTICE OF CANCELLATION**

Cancellation effective date: at 12:01 A.M. standard time

You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above.

Reason(s) for cancellation:
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You have the right to know the specific items of information that support the reasons given for this decision and the identity of the source of information. You also have the right to see and obtain copies of documents relating to this decision.

If this policy has been cancelled for any reason other than for nonpayment of premium, you may be eligible for automobile liability insurance through the automobile liability assigned risk plan.

**Notice:**  
Failure to maintain liability limits of 25/50/25 is a violation of Arkansas law

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Cc: Lienholder

THIS DECLARATIONS PAGE IS PART OF YOUR POLICY, PLEASE READ CAREFULLY

This policy is continuous as long as the premium is paid. You will be notified if this policy is cancelled or not renewed.

<b>AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS</b> 14651 DALLAS PARKWAY, SUITE 400 DALLAS, TX 75254 (972) 934-2400		<b>Policy Number</b>
<b>PERSONAL AUTO POLICY DECLARATIONS</b> (New Business)	<b>EFFECTIVE:</b> <b>EXPIRATION:</b>	<b>POLICY PERIOD</b>

<b>NAMED INSURED(S)</b> Insured Name Insured Address Insured City, State, Zip	<b>AGENCY NAME &amp; ADDRESS</b> Agent Name (000000-00-00) Agent Address Agent City, State, Zip Agent Phone
--	---

INSURED VEHICLE DESCRIPTION									
Veh #	Year	Make/Model	VIN	State	Zip/Terr	Usage/Surcharged	Stated Amount	Symbol ISO/Rating	Age

GARAGE ADDRESS			
Veh #	Year	Make/Model	Garaging Address

DRIVERS								
Drv #	Name	DOB	Age / Driver level	Marital / Sex	Driver's Lic #	State	Status	Points

CURRENT COVERAGES							
Coverages	Limits Of Liability	Veh 1					
	Vehicle Totals	\$					

<b>**CREDITS/SURCHARGES APPLIED</b>	
Endorsements - form numbers of endorsements attached to policy:	Total Premiums
	*Policy Fee
	Total Policy

<b>* ALL FEES ARE FULLY EARNED</b>	
*** The rejection of the above mandatory coverages by the insured indicates that no coverage is afforded by this policy. Only coverages listed on this declarations in which a premium is charged are provided by this policy.	
	
Issue Date	Authorized Signature

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**AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS**

14651 Dallas Parkway, Suite 400  
Dallas, Texas 75254

**Renewal Policy  
Premium**  
\$

**RENEWAL BILLING NOTICE**

**INSURED**

Insured Name  
Insured Name  
Insured Address  
Insured City, State, Zip

**POLICY EFFECTIVE DATE**

**POLICY EXPIRATION DATE**

**POLICY NUMBER**

**AGENT**

Agent Name  
Agent Address  
Agent City, State, Zip  
Agent Phone

**INSURED VEHICLES**

Year      Make      Model

**DUE ON: XX / XX / XXXX**

**MINIMUM DUE THIS MONTH**

**IF BALANCE PAID IN FULL**

<b>CURRENT MONTHLY INSTALLMENT</b>	\$	<b>IF BALANCE PAID IN FULL</b>	\$
<b>BILLING FEE</b>	\$	<b>BILLING FEE</b>	\$
<b>TOTAL DUE FOR ALL VEHICLES</b>	\$	<b>TOTAL DUE FOR ALL VEHICLES</b>	\$

This is your renewal billing notice. To renew your policy, the monthly installment must be received by XX/XX/XXXX. This renewal billing notice reflects your policy status as of:

Your renewal policy declarations page and insurance ID Cards will be mailed to you upon receipt of your monthly installment.

If payment is not received by the due date, your policy will not be renewed. This renewal offer will be null and void if your current policy is cancelled prior to the new policy effective date.

**The Company reserves the right to apply any funds received to amounts owing on prior policy sequences.**

**PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT**

**Policy #:**

**Insured:**

**Agent:** Agent #  
Agent Name

**Please pay the amount shown by:**

Amount:  
Invoice #:

**Check #** \_\_\_\_\_

**Please write your policy number on your check and make check payable to:**

**Please check here and indicate any change of address**

American Hallmark Insurance Company of Texas  
Payment Processing Center  
14651 Dallas Parkway, Suite 400  
Dallas, Texas 75254

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

Date Issued:

**AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS** Phone: 972-934-2400  
14651 DALLAS PARKWAY #400  
DALLAS, TX 75254

*For Inquiries contact agent of record:*  
Agent Name & Agent Number  
Agent Phone:  
Agent Fax:

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Insured Name  
Insured Address  
Insured City, State, Zip

## REINSTATEMENT NOTICE

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**RE:**

**Policy #:**

**Date:**

**Eff Date:**

**Exp Date:**

**Company:**

**Policy Type:**

**Effective Date of Notice:**

**Dear:**

THE ABOVE POLICY IS BEING REINSTATED DUE TO:

THIS NOTICE IS EFFECTIVE AS OF:

YOU ARE HEREBY NOTIFIED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ABOVE MENTIONED POLICY, AND IN ACCORDANCE WITH LAW, THAT YOUR INSURANCE IS REACTIVATED AS OF:

FOR ADDITIONAL INFORMATION, SEE IMPORTANT NOTICES BELOW.

**IMPORTANT NOTICES:**

This endorsement forms a part of Policy No. \_\_\_\_\_ issued to: \_\_\_\_\_

By the **AMERICAN HALLMARK INSURANCE COMPANY of TEXAS** and is effective: \_\_\_\_\_  
(12:01A.M. Standard Time)

## EXCLUSION OF NAMED DRIVER AND PARTIAL REJECTION OF COVERAGES

**WARNING**  
**READ THIS ENDORSEMENT CAREFULLY!**

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

However, we must provide a notice with each renewal as follows: "This policy contains a named driver exclusion".

You agree that none of the insurance coverages afforded by this policy shall apply while

\_\_\_\_\_  
(The Excluded Driver) (DOB) (Relationship to Insured)

is operating **your covered auto** or any other motor vehicle. You further agree that this endorsement will also serve as a rejection of Uninsured/Underinsured Motorists Coverage and Personal Injury Protection Coverage while **your covered auto** or any other motor vehicle is operated by the excluded driver.

Acknowledged By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Named Insured Signature)

## LOST POLICY RELEASE/ CANCELLATION REQUEST

<b>Name Of Agent:</b>
<b>Name Of Agency:</b>
<b>Address:</b>
<b>Phone Number:</b>
<b>Name Of Insured:</b>
<b>Name Of Authorized Representative:</b>
<b>Address:</b>
<b>Phone:</b>

Policy Information		
<b>Company Name:</b>		
<b>Policy Type:</b>		<b>Policy Number:</b>
<b>Date Of Cancellation</b>	<b>Policy Inception Date</b>	<b>Policy Expiration Date</b>

**Cancellation Request**  
(Original Policy Attached)

**Lost Policy Release**  
(Original Policy Not Attached)

Reasons For Cancellation	Method Of Cancellation
<input type="checkbox"/> Insured's Request <input type="checkbox"/> Not Taken <input type="checkbox"/> Insured Property Sold Date: <input type="checkbox"/> Other Insurance Purchased Date: <input type="checkbox"/> Other (Specify):	<input type="checkbox"/> Flat Rate <input type="checkbox"/> Short Rate <input type="checkbox"/> Pro Rata  <input type="checkbox"/> Calculation Subject To Premium Audit  <input type="checkbox"/> Other (Specify):

The undersigned certifies that:

- The policy listed in the Schedule above is  lost,  destroyed or  being retained.
- No claims of any type will be made against the Insurer listed in the Schedule above for losses occurring after the date of cancellation.
- Any adjustment to the premium will be made in accordance with the policy terms and conditions.

<b>Signature Of Named Insured:</b>
<b>Date:</b>
<b>Authorized Signature:</b>
<b>Date:</b>
<b>Witness Signature:</b>
<b>Date:</b>

<b>Signature Of Named Insured:</b>
<b>Date:</b>
<b>Authorized Signature:</b>
<b>Date:</b>
<b>Witness Signature:</b>
<b>Date:</b>

**Distribution:**

- Named Insured
- Mortgagee
- Trustee
- Loss Payee

- Insurer
- Lienholder
- Finance Company
- Other (Specify):

## PERSONAL AUTO POLICY

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### AGREEMENT

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In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

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### DEFINITIONS

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**A.** Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

**B.** "We", "us" and "our" refer to the Company providing this insurance.

**C.** For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least 6 months.

Other words and phrases are defined. They are in quotation marks when used.

**D.** "Bodily injury" means bodily harm, sickness or disease, including death that results.

**E.** "Business" includes trade, profession or occupation.

**F.** "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.

**G.** "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

**H.** "Property damage" means physical injury to, destruction of or loss of use of tangible property.

**I.** "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or

**2.** Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.

**J.** "Your covered auto" means:

**1.** Any vehicle shown in the Declarations.

**2.** A "newly acquired auto".

**3.** Any "trailer" you own.

**4.** Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

This Provision (**J.4.**) does not apply to Coverage For Damage To Your Auto.

**K.** "Newly acquired auto":

**1.** "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:
  - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
  - (2) Is not used for the delivery or transportation of goods and materials unless such use is:

(a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or

(b) For farming or ranching.

**2.** Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

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## PART A – LIABILITY COVERAGE

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### INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
  - 1. You or any "family member" for the ownership, maintenance or use of any auto or "trailer".
  - 2. Any person using "your covered auto".
  - 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

- 4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or "trailer".

### SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

- 1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- 3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

#### EXCLUSIONS

**A.** We do not provide Liability Coverage for any "insured":

1. Who intentionally causes "bodily injury" or "property damage".
2. For "property damage" to property owned or being transported by that "insured".
3. For "property damage" to property:
  - a. Rented to;
  - b. Used by; or
  - c. In the care of;
 that "insured".

This Exclusion **(A.3.)** does not apply to "property damage" to a residence or private garage.

4. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion **(A.4.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
5. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion **(A.5.)** does not apply to a share-the-expense car pool.
6. While employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;
  - c. Servicing;
  - d. Storing; or
  - e. Parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion **(A.6.)** does not apply to the ownership, maintenance or use of "your covered auto" by:
  - a. You;
  - b. Any "family member"; or
  - c. Any partner, agent or employee of you or any "family member".

7. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.6.**

This Exclusion **(A.7.)** does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van; or
- c. "Trailer" used with a vehicle described in **a.** or **b.** above.

8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.8.)** does not apply to a "family member" using "your covered auto" which is owned by you.

9. For "bodily injury" or "property damage" for which that "insured":

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

**B.** We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:
  - a. Has fewer than four wheels; or
  - b. Is designed mainly for use off public roads.
 This Exclusion **(B.1.)** does not apply:
  - a. While such vehicle is being used by an "insured" in a medical emergency;
  - b. To any "trailer"; or
  - c. To any non-owned golf cart.
2. Any vehicle, other than "your covered auto", which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
3. Any vehicle, other than "your covered auto", which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
  - b. Furnished or available for the regular use of a "family member".
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
- a. Competing in; or
  - b. Practicing or preparing for;
- any prearranged or organized racing or speed contest.

#### **LIMIT OF LIABILITY**

**A.** The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the auto accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **B** or Part **C** of this policy; or

2. Any Underinsured Motorists Coverage provided by this policy.

#### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

- A.** If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
  2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B.** No one will be entitled to duplicate payments for the same elements of loss.

#### **FINANCIAL RESPONSIBILITY**

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

#### **OTHER INSURANCE**

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

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### **PART B – MEDICAL PAYMENTS COVERAGE**

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#### **INSURING AGREEMENT**

**A.** We will pay reasonable expenses incurred for necessary medical and funeral services because of "bodily injury":

1. Caused by accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

**B.** "Insured" as used in this Part means:

1. You or any "family member":
  - a. While "occupying"; or
  - b. As a pedestrian when struck by; a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

## EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by you; or
  - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
  - a. Owned by any "family member"; or
  - b. Furnished or available for the regular use of any "family member".However, this Exclusion (6.) does not apply to you.
7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
  - a. Discharge of a nuclear weapon (even if accidental);
  - b. War (declared or undeclared);
  - c. Civil war;
  - d. Insurrection; or
  - e. Rebellion or revolution.

10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
  - a. Nuclear reaction;
  - b. Radiation; or
  - c. Radioactive contamination.
11. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for; any prearranged or organized racing or speed contest.

## LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
  1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  1. Part A or Part C of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.

## OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

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## PART C – UNINSURED MOTORISTS COVERAGE

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### INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" are "occupying"; or
  - c. "Your covered auto".
4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".

2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

### EXCLUSIONS

A. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained:

1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

B. We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.
2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.2.) does not apply to a share-the-expense car pool.
3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.3.) does not apply to a "family member" using "your covered auto" which is owned by you.

C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

1. Workers' compensation law; or
2. Disability benefits law.

D. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages.

## LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.

## OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

- 3.** If the coverage under this policy is provided:

- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

## ARBITRATION

- A.** If we and an "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
  2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.
- Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B.** Each party will:
1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

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**PART D – COVERAGE FOR DAMAGE TO YOUR AUTO**

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**INSURING AGREEMENT**

**A.** We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

**B.** "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

**C.** "Non-owned auto" means:

1. Any private passenger auto, pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or
2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;

d. Loss; or

e. Destruction.

**TRANSPORTATION EXPENSES**

**A.** In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:

a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.

b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:

a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".

b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

**B.** Subject to the provisions of Paragraph **A.**, if the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:

a. Beginning 48 hours after the theft; and

b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.

2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

## EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
  - a. Wear and tear;
  - b. Freezing;
  - c. Mechanical or electrical breakdown or failure; or
  - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".

3. Loss due to or as a consequence of:
  - a. Radioactive contamination;
  - b. Discharge of any nuclear weapon (even if accidental);
  - c. War (declared or undeclared);
  - d. Civil war;
  - e. Insurrection; or
  - f. Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
  - a. Radios and stereos;
  - b. Tape decks;
  - c. Compact disk systems;
  - d. Navigation systems;
  - e. Internet access systems;
  - f. Personal computers;
  - g. Video entertainment systems;
  - h. Telephones;
  - i. Televisions;
  - j. Two-way mobile radios;
  - k. Scanners; or
  - l. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

5. Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.

6. A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".

7. Loss to:
  - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
  - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
    - (1) Cooking, dining, plumbing or refrigeration facilities;
    - (2) Awnings or cabanas; or
    - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
  - b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
    - (1) Acquire during the policy period; and
    - (2) Ask us to insure within 14 days after you become the owner.
8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
  9. Loss to equipment designed or used for the detection or location of radar or laser.
  10. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
    - a. Special carpeting or insulation;
    - b. Furniture or bars;
    - c. Height-extending roofs; or
    - d. Custom murals, paintings or other decals or graphics.

This Exclusion (10.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
  - a. Selling;
  - b. Repairing;

- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use on public highways. This includes road testing and delivery.

- 12. Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - b. Practicing or preparing for; any prearranged or organized racing or speed contest.
- 13. Loss to, or loss of use of, a "non-owned auto" rented by:
  - a. You; or
  - b. Any "family member";
 if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

#### **LIMIT OF LIABILITY**

- A. Our limit of liability for loss will be the lesser of the:
  - 1. Actual cash value of the stolen or damaged property; or
  - 2. Amount necessary to repair or replace the property with other property of like kind and quality.
 However, the most we will pay for loss to:
  - 1. Any "non-owned auto" which is a trailer is \$1500.
  - 2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **PAYMENT OF LOSS**

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

- 1. You; or
- 2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

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

#### **NO BENEFIT TO BAILEE**

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

#### **OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

- 1. Any coverage provided by the owner of the "non-owned auto";
- 2. Any other applicable physical damage insurance;
- 3. Any other source of recovery applicable to the loss.

#### **APPRAISAL**

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the 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 binding. Each party will:
  - 1. Pay its chosen appraiser; and
  - 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

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## PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B.** A person seeking any coverage must:
  - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
  - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
  - 3. Submit, as often as we reasonably require:
    - a.** To physical exams by physicians we select. We will pay for these exams.
    - b.** To examination under oath and subscribe the same.
  - 4. Authorize us to obtain:
    - a.** Medical reports; and

- b.** Other pertinent records.

- 5. Submit a proof of loss when required by us.

- C.** A person seeking Uninsured Motorists Coverage must also:

- 1. Promptly notify the police if a hit-and-run driver is involved.

- 2. Promptly send us copies of the legal papers if a suit is brought.

- D.** A person seeking Coverage For Damage To Your Auto must also:

- 1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.

- 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.

- 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

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## PART F – GENERAL PROVISIONS

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### BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

### CHANGES

- A.** This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B.** If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
  - 1. The number, type or use classification of insured vehicles;
  - 2. Operators using insured vehicles;
  - 3. The place of principal garaging of insured vehicles;
  - 4. Coverage, deductible or limits.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C.** If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- 1. A subsequent edition of your policy; or
- 2. An Amendatory Endorsement.

### FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

### LEGAL ACTION AGAINST US

- A.** No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part **A.**, no legal action may be brought against us until:

- 1. We agree in writing that the "insured" has an obligation to pay; or
- 2. The amount of that obligation has been finally determined by judgment after trial.

- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

#### **OUR RIGHT TO RECOVER PAYMENT**

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (A.) do not apply under Part D, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

#### **POLICY PERIOD AND TERRITORY**

- A. This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

- B. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

#### **TERMINATION**

##### **A. Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice:
    - (1) If cancellation is for nonpayment of premium; or

- (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or

- b. At least 20 days notice in all other cases.

3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:

- a. For nonpayment of premium; or

- b. If your driver's license or that of:

- (1) Any driver who lives with you; or

- (2) Any driver who customarily uses "your covered auto";

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or

- (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or

- c. If the policy was obtained through material misrepresentation.

##### **B. Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
3. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

##### **C. Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### **D. Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### **TRANSFER OF YOUR INTEREST IN THIS POLICY**

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

- B.** Coverage will only be provided until the end of the policy period.

#### **TWO OR MORE AUTO POLICIES**

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TRANSITION ENDORSEMENT

This endorsement:

- A. Implements a general program revision; and
- B. Changes the current edition of your policy to a **01 05** Edition.

This endorsement amends the policy as follows:

### I. Definitions

The **Definitions** Section is amended as follows:

- A. Definition **G.** is replaced by the following:

"Occupying" means:

- 1. In;
- 2. Upon; or
- 3. Getting in, on, out or off.

- B. Paragraph **1.** of Definition **K.** is replaced by the following:

- 1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:
  - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
  - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
    - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
    - (b) For farming or ranching.

### II. Part A – Liability Coverage

Part **A** is amended as follows:

- A. The **Supplementary Payments** Provision is replaced by the following:

#### SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

- 1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.

- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
- 3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
- 4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
- 5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

- B. The **Other Insurance** Provision is replaced by the following:

#### OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

### III. Part B – Medical Payments Coverage

Part **B** is amended as follows:

- A. Exclusion **8.** is replaced by the following:

We do not provide Medical Payments coverage for any "insured" for "bodily injury":

- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (**8.**) does not apply to "bodily injury" sustained while "occupying" a:
  - a. Private passenger auto;
  - b. Pickup or van; or
  - c. "Trailer" used with a vehicle described in a. or b. above.

- B.** The **Other Insurance** Provision is replaced by the following:

**OTHER INSURANCE**

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

**IV. Part C – Uninsured Motorists Coverage**

Part **C** is amended as follows:

- A.** Exclusion **B.1.** is replaced by the following:

We do not provide Uninsured Motorists Coverage for "bodily injury" sustained by any "insured":

1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment.

- B.** The **Other Insurance** Provision is replaced by the following:

**OTHER INSURANCE**

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.
3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

- C.** Paragraph **C.** of the **Arbitration** Provision is replaced by the following:

Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:

1. Whether the "insured" is legally entitled to recover damages; and
2. The amount of damages. This applies only if the amount does not exceed the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

**V. Part D – Coverage For Damage To Your Auto**

Part **D** is amended as follows:

- A.** Paragraphs **B.** and **C.** of the **Transportation Expenses** Provision are replaced by the following:

Subject to the provisions of Paragraph **A.**, if the loss is caused by:

1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
  - a. Beginning 48 hours after the theft; and
  - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

**B.** Exclusions 4. through 14. are replaced by the following:

We will not pay for:

- 4.** Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
  - a.** Radios and stereos;
  - b.** Tape decks;
  - c.** Compact disk systems;
  - d.** Navigation systems;
  - e.** Internet access systems;
  - f.** Personal computers;
  - g.** Video entertainment systems;
  - h.** Telephones;
  - i.** Televisions;
  - j.** Two-way mobile radios;
  - k.** Scanners; or
  - l.** Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

- 5.** Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.
- 6.** A total loss to "your covered auto" or any "non-owned auto" due to destruction or confiscation by governmental or civil authorities.  
This Exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".
- 7.** Loss to:
  - a.** A "trailer", camper body, or motor home, which is not shown in the Declarations; or
  - b.** Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
    - (1)** Cooking, dining, plumbing or refrigeration facilities;
    - (2)** Awnings or cabanas; or
    - (3)** Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a.** "Trailer", and its facilities or equipment, which you do not own; or

- b.** "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:

- (1)** Acquire during the policy period; and
- (2)** Ask us to insure within 14 days after you become the owner.

- 8.** Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
- 9.** Loss to equipment designed or used for the detection or location of radar or laser.
- 10.** Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
  - a.** Special carpeting or insulation;
  - b.** Furniture or bars;
  - c.** Height-extending roofs; or
  - d.** Custom murals, paintings or other decals or graphics.

This Exclusion (10.) does not apply to a cap, cover or bedliner in or upon any "your covered auto" which is a pickup.

- 11.** Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
  - a.** Selling;
  - b.** Repairing;
  - c.** Servicing;
  - d.** Storing; or
  - e.** Parking;vehicles designed for use on public highways. This includes road testing and delivery.
- 12.** Loss to "your covered auto" or any "non-owned auto", located inside a facility designed for racing, for the purpose of:
  - a.** Competing in; or
  - b.** Practicing or preparing for;any prearranged or organized racing or speed contest.
- 13.** Loss to, or loss of use of, a "non-owned auto" rented by:
  - a.** You; or
  - b.** Any "family member";

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.

**C. Paragraph A. of the Limit Of Liability** Provision is replaced by the following:

Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any "non-owned auto" which is a trailer is \$1,500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

**D. Paragraph A. of the Appraisal** Provision is replaced by the following:

If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the 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 binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

**VI. Part E – Duties After An Accident Or Loss**

Part E is replaced by the following:

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

**B.** A person seeking any coverage must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Submit, as often as we reasonably require:
  - a. To physical exams by physicians we select. We will pay for these exams.
  - b. To examination under oath and subscribe the same.
4. Authorize us to obtain:
  - a. Medical reports; and
  - b. Other pertinent records.
5. Submit a proof of loss when required by us.

**C.** A person seeking Uninsured Motorists Coverage must also:

1. Promptly notify the police if a hit-and-run driver is involved.
2. Promptly send us copies of the legal papers if a suit is brought.

**D.** A person seeking Coverage For Damage To Your Auto must also:

1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen.
3. Permit us to inspect and appraise the damaged property before its repair or disposal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF POLICY PROVISIONS – ARKANSAS

### I. Definitions

The **Definitions** Section is amended as follows:

- A.** Throughout the policy, "minimum limits" refers to the following limits of liability as required by Arkansas law, to be provided under a policy of automobile liability insurance:
1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to "bodily injury"; and
  2. \$25,000 for each accident with respect to "property damage".
- B.** Definition **K.** is replaced by the following:
- "Newly acquired auto":
1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
    - a. A private passenger auto; or
    - b. A pickup or van, for which no other insurance policy provides coverage, that:
      - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
      - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
        - (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or
        - (b) For farming or ranching.
  2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.
    - a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.
    - b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:
      - (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
      - (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

## II. Part A – Liability Coverage

Part A is amended as follows:

- A. The **Other Insurance** Provision is replaced by the following:

### **OTHER INSURANCE**

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, we will provide primary insurance for a vehicle you do not own if:

- 1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - b. To demonstrate the vehicle; or
- 2. The vehicle is rented or leased by you or any "family member" from a rental company for a period not more than 90 days.

## III. Part B – Medical Payments Coverage

Part B is amended as follows:

- A. The **Other Insurance** Provision is replaced by the following:

### **OTHER INSURANCE**

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, we will provide primary insurance for a vehicle you do not own if:

- 1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - b. To demonstrate the vehicle; or
- 2. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

## IV. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

- A. Exclusion 7. is replaced by the following:

We will not pay for:

- 7. Loss to:
  - a. A "trailer", camper body, or motor home, which is not shown in the Declarations; or
  - b. Facilities or equipment used with such "trailer", camper body or motor home. Facilities or equipment include but are not limited to:
    - (1) Cooking, dining, plumbing or refrigeration facilities;
    - (2) Awnings or cabanas; or
    - (3) Any other facilities or equipment used with a "trailer", camper body, or motor home.

This Exclusion (7.) does not apply to a:

- a. "Trailer", and its facilities or equipment, which you do not own; or
- b. "Trailer", camper body, or the facilities or equipment in or attached to the "trailer" or camper body, which you:
  - (1) Acquire during the policy period; and
  - (2) Ask us to insure within 20 days after you become the owner.

**B. The last sentence of the **Payment Of Loss** Provision is replaced by the following:**

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the loss is a total loss to "your covered auto" or any "non-owned auto" and we elect either to pay for loss in money or offer a comparable replacement vehicle, our payment for loss will include, other than payment for any applicable deductible shown in the Declarations, all:

1. Applicable taxes;
2. License fees; and
3. Other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

**C. The **Other Sources Of Recovery** Provision is replaced by the following:**

**OTHER SOURCES OF RECOVERY**

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
  - a. For use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing; or
  - b. To demonstrate the vehicle; or

2. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

**D. The **Appraisal** Provision is replaced by the following:**

**APPRAISAL**

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. 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 an umpire. The appraisers will state separately the actual cash value and 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:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

**V. Part F – General Provisions**

Part F is amended as follows:

**A. The **Fraud** Provision does not apply to Part A – **Liability Coverage**.**

**B. The following is added to the **Our Right To Recover Payment** Provision:**

**OUR RIGHT TO RECOVER PAYMENT**

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

**C. The **Termination** Provision of Part F is replaced by the following:**

**TERMINATION**

**Cancellation**

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
  - a. Returning this policy to us; or
  - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice if cancellation is for nonpayment of premium; or
  - b. At least 20 days notice in all other cases.

3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If the policy was obtained through material misrepresentation; or
  - c. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
    - (1) During the policy period; or
    - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

However, we may not cancel under Paragraph **(C.3.c.)** solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

#### **Nonrenewal**

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:

1. Less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

#### **Automatic Termination**

If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

#### **Other Termination Provisions**

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

- a. You cancel this policy because:
  - (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
  - (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
  - (3) You are entering the armed forces of the United States of America; or
  - (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
    - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
    - (b) Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
- b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.
- c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

#### **VI. Snowmobile Endorsement Amendment**

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:
  1. Any "snowmobile" shown in the Schedule or in the Declarations.

2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
  - a. Acquire the "snowmobile" during the policy period; and
  - b. Ask us to insure it within 20 days after you become the owner.
3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition which is out of normal use because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This Provision (3.) does not apply to **Coverage For Damage To Your Auto.**

#### **VII. Named Non-Owner Coverage Endorsement Amendment**

If the Named Non-Owner Coverage endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

- B.** The Definition of "newly acquired auto" is replaced by the following:

"Newly acquired auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
  - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less.; and
  - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
    - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
    - (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- b. For 20 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERINSURED MOTORISTS COVERAGE – ARKANSAS**

**SCHEDULE**

Limit Of Liability	Premium		
	Auto 1	Auto 2	Auto 3
\$ each person			
\$ each accident	\$	\$	\$

**INSURING AGREEMENT**

**A.** We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if **1.** or **2.** below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
  - a. Have been given prompt written notice by certified mail, return receipt requested of such tentative settlement; and
  - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision **(2.)** shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

**B.** "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in **1.** or **2.** above.

**C.** "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.

8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
- a. Denies coverage; or
  - b. Is or becomes insolvent.

#### EXCLUSIONS

- A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":
1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (B.1.) does not apply to a share-the-expense car pool.
  2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2.) does not apply to a "family member" using "your covered auto" which is owned by you.
- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.
- D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

#### LIMIT OF LIABILITY

- A. The limit of liability shown in the Schedule or in the Declarations for each person for Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Declarations; or
  4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
  2. Disability benefits law.

#### OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

- a. A duly licensed automobile dealer provides a vehicle to you or a "family member":
- (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  - (2) To demonstrate the vehicle; or
- b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

3. If the coverage under this policy is provided:
  - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
  - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

### ARBITRATION

- A. If we and the "insured" do not agree:
  1. Whether that "insured" is legally entitled to recover damages; or
  2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
  1. Pay the expenses it incurs; and
  2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

### ADDITIONAL DUTIES

- A person seeking coverage under this endorsement must also promptly:
1. Send us copies of the legal papers if a suit is brought; and

2. Notify us in writing by certified mail, return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this Provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include:

1. Written documentation of monetary losses incurred, including copies of all medical bills;
2. Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
3. Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

The following section is added:

### GENERAL PROVISIONS

The following is added to the **Our Right To Recover Payment** Provision in Part F with respect to Underinsured Motorists Coverage:

### OUR RIGHT TO RECOVER PAYMENT

1. We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.
2. Our rights do not apply under Paragraph A. if we:
  - a. Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
  - b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

- b. We also have a right to recover the advanced payment.

However, no notice of a tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS COVERAGE – ARKANSAS**

Part C – Uninsured Motorists Coverage is replaced by the following:

**SCHEDULE**

Uninsured Motorists Coverage	Limit Of Liability	Premium		
		Auto 1	Auto 2	Auto 3
<b>Bodily Injury And Property Damage</b>	\$ each person			
	\$ each accident	\$	\$	\$
	\$ each accident	\$	\$	\$
<b>Bodily Injury Only</b>	\$ each person			
	\$ each accident	\$	\$	\$

**INSURING AGREEMENT**

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto" (including its loss of use).

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.

2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - a. You or any "family member";
  - b. A vehicle which you or any "family member" are "occupying"; or
  - c. "Your covered auto".
4. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - a. Denies coverage; or
  - b. Is or becomes insolvent within one year of the date of the accident.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designated mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

## EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:
  - 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  - 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
  - 1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
  - 2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion **(B.2.)** does not apply to a share-the-expense car pool.
  - 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.
  - 4. For the first \$200 of the amount of "property damage" to "your covered auto". This Exclusion **(B.4.)** does not apply if:
    - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
    - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
- C. This coverage shall not apply directly or indirectly to benefit:
  - 1. Any insurer or self-insurer under any of the following or similar law:
    - a. Workers' compensation law; or
    - b. Disability benefits law.
  - 2. Any insurer of property.
- D. No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.
- E. We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
  - 1. Punish a wrongdoer; and
  - 2. Deter others from similar conduct.

## LIMIT OF LIABILITY

- A. The limit of Bodily Injury Liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. The limit of Property Damage Liability, if shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage, is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:
  - 1. "Insureds";
  - 2. Claims made;
  - 3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  - 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
  - 1. Part **A** or Part **B** of this policy; or
  - 2. Any Underinsured Motorists Coverage provided by this policy.
- C. We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
  - 1. Workers' compensation law; or
  - 2. Disability benefits law.

## OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided by this endorsement:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.

2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any collectible insurance providing such coverage on a primary basis.

However, we will provide primary insurance for a vehicle you do not own if:

- a. A duly licensed automobile dealer provides a vehicle to you or a "family member":

(1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or

(2) To demonstrate the vehicle; or

- b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

3. If the coverage under this policy is provided:

- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.

- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

## ARBITRATION

- A. If we and the "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or

2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.

- C. Each party will:

1. Pay the expenses it incurs; and

2. Bear the expenses of the third arbitrator equally.

- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL INJURY PROTECTION COVERAGE – ARKANSAS**

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

**SCHEDULE**

<b>Benefits</b>	<b>Vehicle to Which Benefit Applies</b>	<b>Limit of Liability</b>	<b>Premium</b>
<input type="checkbox"/> Medical Payments	Any "motor vehicle" which is registered or principally garaged in Arkansas and is:  <input type="checkbox"/> Owned by the "named insured" and covered under Part <b>A</b> of this policy.  <input type="checkbox"/> _____ .	\$ _____ per person.  \$ _____ per "pedestrian" other than the "named insured" or any "family member".	\$ _____
<input type="checkbox"/> Work Loss	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is:  <input type="checkbox"/> Owned by the "named insured" and covered under Part <b>A</b> of this policy.  <input type="checkbox"/> _____ .	70% of loss of gross income up to a maximum of \$140 per week for an income earner.  Up to \$70 per week for a non-income earner.	\$ _____
<input type="checkbox"/> Accidental Death	Any "private passenger motor vehicle" which is registered or principally garaged in Arkansas and is:  <input type="checkbox"/> Owned by the "named insured" and covered under Part <b>A</b> of this policy.  <input type="checkbox"/> _____ .	\$5,000 per person.	\$ _____
<b>Total Premium</b>			\$ _____

**I. DEFINITIONS**

The Definitions section is amended as follows:

**A.** The following definitions are replaced:

1. "Occupying" means:
  - a. In or upon;
  - b. Entering into; or
  - c. Alighting from.

2. With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Schedule or Declarations to which medical payments apply. This includes:

- a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
  - (1) Breakdown;

- (2) Repair;
  - (3) Servicing;
  - (4) Loss; or
  - (5) Destruction.
- b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Schedule or Declarations to which work loss applies. This includes:
- a. A "private passenger auto" not owned by the "named insured" while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
    - (1) Breakdown;
    - (2) Repair;
    - (3) Servicing;
    - (4) Loss; or
    - (5) Destruction.
  - b. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
- B.** The following definitions are added:
- 1. "Motor vehicle" means a land motor vehicle, trailer or semitrailer. However, "motor vehicle" does not include a:
    - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads;
    - b. Vehicle operated upon rails or crawler treads; or
    - c. Vehicle located for use as a residence or premises.
  - 2. "Named insured" means the person named in the Declarations.
  - 3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
    - a. Motorcycle; or
    - b. Vehicle operated by human or animal power.
4. "Private passenger auto" means a "motor vehicle" which is a:
- a. Private passenger;
  - b. Station wagon; or
  - c. Jeep type; automobile.
5. "Private passenger motor vehicle" means a "motor vehicle" which is a:
- a. "Private passenger auto".
  - b. Pickup or van not customarily used for:
    - (1) Occupational;
    - (2) Professional; or
    - (3) Business;
 purposes, other than farming or ranching.
  - c. Motorcycle.
- However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public or livery conveyance for passengers.
- C.** "Insured" as used in this endorsement means:
- 1. The "named insured" or any "family member" who sustains "bodily injury" while:
    - a. "Occupying"; or
    - b. A "pedestrian" struck by; a "motor vehicle".
  - 2. Any other person who sustains "bodily injury":
    - a. While:
      - (1) "Occupying"; or
      - (2) A "pedestrian" struck by; "your covered auto".
    - b. While "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
      - (1) Use of such "motor vehicle" by the "named insured";
      - (2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or

- (3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.

However, this Provision (2.b.) does not apply to work loss or accidental death.

## II. PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

- A. We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Schedule or Declarations.

- B. Subject to the limits shown in the Schedule or Declarations, personal injury protection benefits consist of the following:

1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
  - a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
  - b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work loss.
  - a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
  - b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

## EXCLUSIONS

- A. We will not provide Personal Injury Protection Coverage for "bodily injury":
1. Sustained by any "insured" while:
    - a. Operating "your covered auto" without the "named insured's" express or implied consent; or
    - b. Not in lawful possession of "your covered auto".
  2. Due to:
    - a. War (declared or undeclared);
    - b. Civil war;
    - c. Insurrection;
    - d. Rebellion or revolution; or
    - e. Any act or condition incident to any of the above.
  3. Resulting from the:
    - a. Radioactive;
    - b. Toxic;
    - c. Explosive; or
    - d. Other hazardous; properties of nuclear material.
- B. We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:
1. Workers' compensation law; or
  2. Employer's disability law.
- C. We do not provide coverage for work loss or accidental death sustained by:
1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
    - a. Owned by; or
    - b. Furnished or available for the regular use of; the "named insured".
  2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:
    - a. Owned by; or

- b. Furnished or available for the regular use of;
    - the "named insured" or that "family member".
  - 3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
  - 4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
- D.** We will not provide coverage for medical payments for "bodily injury" sustained by:
- 1. The "named insured" while "occupying" any "motor vehicle", other than "your covered auto", which is:
    - a. Owned by; or
    - b. Furnished or available for the regular use of;
      - the "named insured".
  - 2. Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:
    - a. Owned by; or
    - b. Furnished or available for the regular use of;
      - the "named insured" or that "family member".
  - 3. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
    - a. Owned by; or
    - b. Furnished or available for the regular use of;
      - the "named insured" or any "family member".
  - 4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
  - 5. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
  - 6. Any "insured" other than the "named insured" or any "family member":
    - a. While "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation of:
      - (1) Selling;
      - (2) Repairing;
      - (3) Servicing;
      - (4) Storing; or
      - (5) Parking;
 "motor vehicles".
    - b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or occupation not described in **6.a.** This exclusion (**6.b.**) does not apply to "bodily injury" resulting from the operation or occupancy of a:
      - (1) "Private passenger auto"; or
      - (2) Trailer used with such "private passenger auto" or "your covered auto";
 by the "named insured" or his private chauffeur or domestic servant.
  - 7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle".

**PAYMENT OF BENEFITS**

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

**COORDINATION OF COVERAGE**

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part **B** of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

**LIMIT OF LIABILITY**

The limits of liability shown in the Schedule or Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

- 1. "Insureds";
- 2. Policies or bonds applicable;

3. Claims made; or
4. "Your covered autos".

#### **OTHER INSURANCE**

**A.** Any insurance we provide for medical payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.

**B.** Except as provided in **A.** above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, we will provide primary insurance for a "motor vehicle" you do not own if:

1. A duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":
  - a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
    - (1) Breakdown;
    - (2) Repair; or
    - (3) Servicing; or
  - b. To demonstrate the "motor vehicle"; or
2. The "motor vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

**C.** No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

**D.** Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Schedule or Declarations exceeds the applicable limits of liability of all other insurance.
2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
  - a. The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
  - b. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, we will provide primary insurance for a "motor vehicle" you do not own if:

1. A duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":
  - a. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
    - (1) Breakdown;
    - (2) Repair; or
    - (3) Servicing; or
  - b. To demonstrate the "motor vehicle"; or
2. The "motor vehicle" is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.

#### **III. PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

Part **E** is amended as follows:

**A.** Duties **A.** and **B.3.** are replaced by the following:

- A.** We must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any "insureds" and witnesses.

**B.** A person seeking Personal Injury Protection Coverage must:

- 3.** Submit, as often as we reasonably require, to physical and mental exams by physicians we select. We will pay for these exams.

**B.** The following duties are added:

A person seeking Personal Injury Protection Coverage must:

- 1.** Give us written proof of claim, under oath if required. This proof of claim must include:
  - a.** Complete details of the nature and extent of the injuries and treatment received and contemplated; and
  - b.** Any other information which may assist us in determining the amount due and payable.
- 2.** At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
- 3.** Promptly send us copies of:
  - a.** The summons and complaint; or
  - b.** Other process;served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

#### **IV. PART F – GENERAL PROVISIONS**

Part **F** is amended as follows:

**A.** The **Our Right To Recover Payment** provision is amended as follows:

##### **OUR RIGHT TO RECOVER PAYMENT**

- 1.** This provision does not apply to accidental death.
- 2.** Paragraph **A.** of the provision is replaced by the following:

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:

- a.** Hold in trust for us such rights of recovery;
- b.** Do nothing after loss to prejudice them;
- c.** Do whatever is necessary to secure these rights; and
- d.** Execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.

**3.** The following is added to Paragraph **B.:**

We will have a lien against the proceeds of the recovery. We may give notice of the lien to:

- a.** The person or organization causing "bodily injury";
- b.** That person's agent or insurer; or
- c.** A court having jurisdiction in the matter.

**B.** Paragraph **B.** of the **Policy Period And Territory** provision is replaced by the following:

##### **POLICY PERIOD AND TERRITORY**

**B.** The policy territory is:

- 1.** The United States of America, its territories and possessions; or
- 2.** Canada.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT**

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

**I. Definitions**

The following definition is added:

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

**II. Part D – Coverage For Damage To Your Auto**

The following exclusion is added:

We will not pay for:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SUSPENSION OF INSURANCE**

**SCHEDULE**

<b>Coverages And Autos Suspended</b>			
<b>Coverage</b>	<b>(a) All Owned And Non-Owned Autos</b>	<b>(b) All Of Your Covered Autos</b>	<b>(c) Autos Listed Below</b>
Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical Payments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uninsured Motorists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collision	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Autos:</b> _____			

This policy is suspended as of the effective date of this endorsement for the listed coverages and autos.

If coverage is suspended for at least thirty consecutive days, you will be entitled to a refund.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE**

**SCHEDULE**

Description Of Your Covered Auto(s)	Limit Per Day For Temporary Transportation Or Loss Of Use Expenses	Maximum Limit Of Liability	Premium
	\$ Per Day	\$	\$
	\$ Per Day	\$	\$
	\$ Per Day	\$	\$

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

**OPTIONAL LIMITS TRANSPORTATION EXPENSES COVERAGE**

When there is a loss to a "your covered auto" described in the Schedule or in the Declarations for which a specific premium charge indicates that Optional Limits Transportation Expenses Coverage is afforded, or to a "non-owned auto":

Coverage for Transportation Expenses provided under Part **D** of this policy is increased to the limits shown in the Schedule or in the Declarations.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENDED NON-OWNED COVERAGE – VEHICLES  
FURNISHED OR AVAILABLE FOR REGULAR USE**

**SCHEDULE**

Unless otherwise indicated below or in the Declarations, Extended Non-Owned Coverage is applicable only to the individual named in the Schedule or in the Declarations.

Name of Individual: \_\_\_\_\_

If indicated below or in the Declarations, Extended Non-Owned Coverage applies to:

Named Individual and "Family Members" (including Named Individual's Spouse)

Coverage is provided where a premium is shown for the coverage.

<b>Extended Non-Owned Coverage</b>	<b>Premium</b>
Liability	\$ _____
Medical Payments	\$ _____
Total Premium	\$ _____

With respect to the individual(s) and coverages indicated in the Schedule or in the Declarations, the provisions of the policy apply unless modified by this endorsement.

**I. Extended Non-Owned Coverage**

The Extended Non-Owned Coverage provided by this endorsement does not afford coverage under Part **A** and Part **B** of the policy for any accident involving:

- A.** A vehicle owned by an individual named in the Schedule or in the Declarations;
- B.** A vehicle owned by a "family member"; or
- C.** A temporary substitute vehicle for such owned vehicle described in **A.** or **B.** above.

**II. Part A – Liability Coverage**

Part **A** is amended as follows with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

- A.** Exclusion **B.2.b.** does not apply to the coverages provided by this endorsement.

- B.** We will provide Liability Coverage for any vehicle, other than "your covered auto", which is furnished or available for the regular use of the named individual.

**III. Part B – Medical Payments Coverage**

Part **B** is amended as follows, if a premium is shown in the Schedule or in the Declarations for Medical Payments Coverage, with respect to the individual(s) shown as applicable in the Schedule or in the Declarations:

- A.** Exclusion **5.b.** does not apply to the coverages provided by this endorsement.
- B.** We will provide Medical Payments Coverage for "bodily injury" sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is furnished or available for the regular use of the named individual.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRAILER/CAMPER BODY COVERAGE (MAXIMUM LIMIT OF LIABILITY)**

**SCHEDULE**

Description Of Vehicle	Limit Of Liability		Premium	
	Collision	Other Than Collision	Collision	Other Than Collision
	\$ _____ Less	\$ _____ Less		
	\$ _____ Ded.	\$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less	\$ _____ Less		
	\$ _____ Ded.	\$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less	\$ _____ Less		
	\$ _____ Ded.	\$ _____ Ded.	\$ _____	\$ _____

**NOTICE**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

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

**A.** For the purpose of the coverage provided by this endorsement, "your covered auto" means a "trailer" or camper body.

**B.** Exclusion 7. of **Part D – Coverage For Damage To Your Auto** does not apply to coverage provided by this endorsement.

**C.** We will pay for direct and accidental loss to:

1. A "trailer" or camper body described in the Schedule or in the Declarations; and
2. Facilities or equipment designed to be used with the described "trailer" or camper body while in or attached to the "trailer" or camper body. Facilities or equipment include but are not limited to:
  - a. Cooking, dining, plumbing, or refrigeration facilities;
  - b. Awnings or cabanas; or

c. Any other facilities or equipment designed to be used with a "trailer" or camper body.

We will pay for loss caused by:

1. Other than "collision" only if the Schedule or Declarations indicates that Other Than Collision Coverage is provided for that "trailer" or camper body.
2. "Collision" only if the Schedule or Declarations indicates that Collision Coverage is provided for that "trailer" or camper body.

**D.** The following exclusions are added:

1. We will not pay for loss to:
  - a. Clothing or luggage;
  - b. Business or office equipment; or
  - c. Articles which are sales samples or used in exhibitions.
2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 9., or 10. of Part D.

- E. With respect to coverage under this endorsement, the **Limit Of Liability** Provision of Part **D** is replaced by the following:

**LIMIT OF LIABILITY**

Our limit of liability for loss will be the lesser of the:

1. Amount shown in the Schedule or in the Declarations;
2. Actual cash value of the stolen or damaged property; or
3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCESS ELECTRONIC EQUIPMENT COVERAGE**

**SCHEDULE**

Coverage is provided where a premium and Limit of Liability is shown for the coverage.

Description Of Vehicle	Limit Of Liability		Premium
	Excess Electronic Equipment	Tapes, Records, Disks And Other Media Only	
	\$	\$200	\$
	\$	\$200	\$
	\$	\$200	\$

**NOTICE**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provisions below.

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

**I. Excess Electronic Equipment**

The following is added to Paragraph **A.** of the **Limit Of Liability** Provision of Part **D**:

In the event of a loss to a "non-owned auto", or to a "your covered auto" shown in the Schedule or in the Declarations for which Excess Electronic Equipment Coverage applies:

The most we will pay for loss to electronic equipment that reproduces, receives or transmits audio, visual or data signals that is permanently installed in the auto, in locations not used by the auto manufacturer for installation of such equipment is increased from \$1,000 to the amount shown in the Schedule or in the Declarations.

**II. Coverage For Tapes, Records, Disks And Other Media**

**A.** Exclusion **5.** of Part **D** – Coverage For Damage To Your Auto does not apply to the extent that coverage is provided under this endorsement for tapes, records, disks or other media.

**B.** We will also pay, without application of a deductible, for direct and accidental loss to tapes, records, disks or other media if they are:

1. Owned by you or any "family member"; and
2. In or upon "your covered auto" or any "non-owned auto" at the time of the loss.

**C.** With respect to **Coverage For Tapes, Records, Disks And Other Media**, the **Limit Of Liability** Provision of Part **D** is replaced by the following:

**LIMIT OF LIABILITY**

1. Our limit of liability for the total of all losses to tapes, records, disks or other media, as a result of any one occurrence shall be the lesser of:
  - a. \$200;
  - b. The actual cash value of the stolen or damaged property; or
  - c. The amount necessary to repair or replace the property with other property of like kind and quality.

If Excess Electronic Equipment Coverage is purchased, the limit of liability applicable for losses to tapes, records, disks or other media under this endorsement is in addition to any limits of liability applicable to Excess Electronic Equipment Coverage.

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.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CUSTOMIZING EQUIPMENT COVERAGE**

**SCHEDULE**

Description Of Vehicle
1.
2.
3.

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

- A. Exclusion 10. of Part D – Coverage For Damage To Your Auto does not apply to coverage provided by this endorsement.
- B. With respect to a vehicle for which the Schedule or Declarations indicates that Customizing Equipment Coverage applies, we will pay for direct and accidental loss to custom furnishings or equipment including, but not limited to:
  - 1. Special carpeting or insulation;

- 2. Furniture or bars;
- 3. Height-extending roofs; or
- 4. Custom murals, paintings, or other decals or graphics.
- C. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions 4., 5., 7. or 9. of Part D.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NAMED NON-OWNER COVERAGE**

**SCHEDULE**

Unless otherwise indicated below, or in the Declarations, Named Non-Owner Coverage applies only to the individual named in the Schedule or in the Declarations:

Name of Individual: \_\_\_\_\_

If indicated below, or in the Declarations, Named Non-Owner Coverage applies to:

Named Individual and "Family Members" (including Named Individual's Spouse)

Coverage For Vehicles Furnished Or Available For Regular Use

If indicated to the left, or in the Declarations, the exclusions for vehicles furnished or available for regular use under Part **A** – Liability Coverage and Part **B** – Medical Payments Coverage do not apply.

Coverage is provided where a premium and a limit of liability is shown for the coverage.

			Premium	
Coverages	Limit Of Liability			
Liability	Bodily Injury	\$	Each person	\$
		\$	Each accident	
	Property Damage	\$	Each accident	\$
Medical Payments		\$	Each person	\$
Uninsured Motorists	Bodily Injury	\$	Each person	\$
		\$	Each accident	
	Property Damage	\$	Each accident	\$
Underinsured Motorists	Bodily Injury	\$	Each person	\$
		\$	Each accident	\$
	Property Damage	\$	Each accident	\$
		TOTAL PREMIUM		\$

With respect to the individuals and coverages listed in the Schedule or in the Declarations, the provisions of the policy apply unless modified by the endorsement.

### I. Definitions

The **Definitions** Section is amended as follows:

- A.** The definitions of "you" and "your" are replaced by the following:

Throughout this policy, "you" and "your" refer to the individual named in the Schedule or Declarations.

- B.** The definition of "family member" is replaced by the following:

"Family member" means a person related to you by blood, marriage or adoption, including a ward or foster child, if:

1. The person is a resident of your household; and
2. The Schedule or Declarations indicate that coverage is provided for the named individual and "family members".

- C.** The definition of "your covered auto" is replaced by the following:

"Your covered auto" means a "newly acquired auto".

- D.** The definition of "newly acquired auto" is replaced by the following:

"Newly acquired auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
  - (1) Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and
  - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
    - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
    - (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
- b. For 14 days after you become the owner.

This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

### II. Part A – Liability Coverage

Part **A** is amended as follows:

- A.** If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".

- B.** The **Exclusions** Section is amended as follows:

1. Exclusion **B.2.** is replaced by the following:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is owned by you.

2. The following exclusion is added:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto", which is furnished or available for your regular use.

However, this Exclusion (2.) does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

- C.** Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:

#### LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the auto accident.

- D. The **Out Of State Coverage** Provision is replaced by the following:

#### **OUT OF STATE COVERAGE**

If an auto accident to which this policy applies occurs in any state or province other than where you reside, we will interpret your policy for that accident as follows:

If the state or province has:

1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Schedule or in the Declarations, your policy will provide the higher specified limit.
2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

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

### **III. Part B – Medical Payments Coverage**

Part **B** is amended as follows:

- A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".
- B. The **Exclusions** Section is amended as follows:

1. Exclusion **5.** is replaced by the following:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" or, when struck by, any vehicle (other than "your covered auto") which is owned by you.

2. The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying", or when struck by any vehicle, other than "your covered auto", which is furnished or available for your regular use.

However, this Exclusion **(2.)** does not apply if the Schedule or Declarations indicate that the Vehicles Furnished Or Available For Regular Use Exclusion does not apply.

- C. Paragraph **A.** of the Limit of Liability Provision is replaced by the following:

#### **LIMIT OF LIABILITY**

- A. The limit of liability shown in the Schedule or in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.

### **IV. Part C – Uninsured Motorists Coverage**

Part **C** is amended as follows:

- A. If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".

- B. The definition of "uninsured motor vehicle" is amended as follows:

1. Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.
2. If the Schedule or Declarations indicate that Named Non-Owner applies to the Named Individual, the hit-and-run vehicle section is amended by deleting reference to "family member".

#### **C. Limit Of Liability**

1. Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:

The limit of liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person the limit of liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
2. If the Schedule or Declarations also indicates an each accident limit of liability for Property Damage Uninsured Motorists Coverage, the following is added to Paragraph **A.**:

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Uninsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

#### **V. Underinsured Motorists Coverage**

If the Schedule or Declarations indicate that Underinsured Motorists Coverage applies, the provisions of the Underinsured Motorists Coverage Endorsement made a part of this policy apply except as follows:

- A.** If the Schedule or Declarations indicate that Named Non-Owner Coverage applies only to the named individual, the definition of "insured" is amended by deleting reference to "family member".

- B.** The definition of "underinsured motor vehicle" is amended as follows:

Any reference to the state in which "your covered auto" is principally garaged is amended to read the state in which you reside.

- C.** If the Schedule or Declarations also indicate an each accident limit of liability for Property Damage Underinsured Motorists Coverage, the following is added to Paragraph **A.**:

The limit of liability shown in the Schedule or in the Declarations for each accident for Property Damage Underinsured Motorists Coverage is our maximum limit of liability for all damages to all property resulting from any one accident.

This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;
3. Vehicles or premiums shown in the Schedule or in the Declarations; or
4. Vehicles involved in the accident.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**JOINT OWNERSHIP COVERAGE**

**SCHEDULE**

<b>Description Of Vehicle</b>						
1.						
2.						
3.						
<b>Additional Liability Coverage Exclusion</b>						
If indicated to the left or in the Declarations, the additional Liability Coverage exclusion under Section II of this endorsement does not apply.						
Coverage is provided where a premium and a limit of liability is shown for the coverage.						
				<b>Premium</b>		
<b>Coverages</b>		<b>Limit Of Liability</b>		<b>Veh. 1</b>	<b>Veh. 2</b>	<b>Veh. 3</b>
Liability:	Bodily Injury	\$	Each Person	\$		
		\$	Each Accident			
		\$	Each Accident	\$		
	Property Damage	\$	Each Person		\$	
		\$	Each Accident			
		\$	Each Accident		\$	
		\$	Each Person			\$
		\$	Each Accident			
		\$	Each Accident			\$
Medical Payments	\$	Each Person	\$			
	\$	Each Person		\$		
	\$	Each Person			\$	
Uninsured Motorists:	Bodily Injury	\$	Each Person	\$		
		\$	Each Accident			
		\$	Each Accident	\$		
	Property Damage	\$	Each Person		\$	
		\$	Each Accident			
		\$	Each Accident		\$	
		\$	Each Person			\$
		\$	Each Accident			
		\$	Each Accident			\$
Collision	Less \$	Ded.	\$			
	Less \$	Ded.		\$		
	Less \$	Ded.			\$	
Other Than Collision	Less \$	Ded.	\$			
	Less \$	Ded.		\$		
	Less \$	Ded.			\$	
<b>Total Premium</b>				\$		

The provisions of the policy apply unless modified by this endorsement.

## I. Definitions

The **Definitions** Section is amended as follows:

**A.** For the purpose of the coverage provided by this endorsement, "you" and "your" refer to two or more:

1. Individuals, other than husband and wife, residing in the same household; or

2. "Non-resident relatives";

who jointly own:

1. A private passenger auto; or

2. A pickup or van that:

a. Has a Gross Vehicle Weight Rating of 10,000 lbs. or less; and

b. Is not used for the delivery or transportation of goods and materials unless such use is:

(1) Incidental to your "business" of installing, maintaining, or repairing furnishings or equipment; or

(2) For farming or ranching.

**B.** The definition of "your covered auto" is replaced by the following:

"Your covered auto" means:

1. Any vehicle shown in the Schedule or in the Declarations.

2. A "newly acquired auto".

3. Any "trailer" you own.

4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

a. Breakdown;

b. Repair;

c. Servicing;

d. Loss; or

e. Destruction.

This Provision (4.) does not apply to Coverage For Damage To Your Auto.

**C.** The following definition is added:

"Non-resident relatives" means two or more persons related by blood, marriage or adoption who reside in separate households. This includes a ward or foster child.

## II. Part A – Liability Coverage

The following exclusion is added to Part **A** unless the Schedule or Declarations indicate that such exclusion does not apply:

We do not provide Liability Coverage for the ownership, maintenance or use of any vehicle, other than "your covered auto" by any:

1. "Non-resident relative"; or

2. "Family member" of a "non-resident relative".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TRUST ENDORSEMENT**

**SCHEDULE**

<b>Name Of Trust</b>	<b>Name(s) And Address(es) Of Trustee(s) (If other than the Named Insured shown in the Declarations)</b>

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

**I. Definitions**

The following is added to Paragraph **C.** of the **Definitions** Section:

For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if title is transferred to the trust shown in the Schedule or in the Declarations.

**II. Part F – General Provisions**

Part **F** is amended as follows:

The following is added to the Termination provision:

If this policy is terminated, notice will also be mailed to the Trustee(s) shown in the Schedule or in the Declarations.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ARKANSAS NOTICE**

The following statement is added to the policy:

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.

**TOWING AND LABOR COSTS COVERAGE**

---

**SCHEDULE**

<b>Description of Your Covered Auto</b>	<b>Limit of Towing and Labor Costs Coverage</b>	<b>Premium</b>
	\$	\$
	\$	\$
	\$	\$

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Schedule or in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Schedule or in the Declarations. We will only pay for labor performed at the place of disablement.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

## **LOSS PAYABLE CLAUSE**

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Loss Payee: \_\_\_\_\_

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations or in this endorsement. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of "your covered auto." However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR DAMAGE TO YOUR AUTO  
(MAXIMUM LIMIT OF LIABILITY)**

**SCHEDULE**

Description of Vehicle	Limit of Liability		Premium	
	Collision	Other Than Collision	Collision	Other Than Collision
	\$ _____ Less \$ _____ Ded.	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less \$ _____ Ded.	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____
	\$ _____ Less \$ _____ Ded.	\$ _____ Less \$ _____ Ded.	\$ _____	\$ _____

**NOTICE**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit of Liability provision below.

With respect to the Coverage(s) shown as applicable to a vehicle described in the Schedule or in the Declarations, the Limit of Liability provision in Part D is replaced by the following:

**LIMIT OF LIABILITY**

- A. Our limit of liability for loss will be the lesser of the:
  1. Amount shown in the Schedule or in the Declarations.
  2. Actual cash value of the stolen or damaged property; or
  3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Schedule or in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

**ADDITIONAL INSURED – LESSOR**

**SCHEDULE**

Insurance Company  
Policy Number  
Effective Date  
Named Insured  
Address  
Additional Insured (Lessor)

Expiration Date

Description of "your leased auto":

Coverages:

1. (a) Single Limit Liability \$ \_\_\_\_\_ each accident  
or  
(b) Bodily Injury Liability \$ \_\_\_\_\_ each person  
\$ \_\_\_\_\_ each accident  
Property Damage Liability \$ \_\_\_\_\_ each accident

2. No-Fault Coverage \$ \_\_\_\_\_ each person

(Enter "X" to indicate Damage to Your Auto Coverage provided)

- Collision Loss ACV minus \$ \_\_\_\_\_ deductible  
 Other Than Collision Loss ACV minus \$ \_\_\_\_\_ deductible

Any liability and any required no-fault coverages afforded by this policy for "your leased auto" also apply to the lessor named in this endorsement as an additional insured. This insurance is subject to the following additional provisions:

1. We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:
- (a) you or any "family member", or
  - (b) any other person except the lessor or any employee or agent of the lessor using "your leased auto".

2. "Your leased auto" means:

- (a) an auto shown in the Declarations or in this endorsement which you lease for a continuous period of at least six months under a written agreement which requires you to provide primary insurance for the lessor, and
  - (b) any substitute or replacement auto furnished by the lessor named in this endorsement.
3. If we terminate this policy, notice will also be mailed to the lessor.
4. The lessor is not responsible for payment of premiums.
5. The designation of the lessor as an additional insured shall not operate to increase our limits of liability.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIABILITY COVERAGE EXCLUSION ENDORSEMENT**

**LIABILITY COVERAGE**

The following exclusion is added to Part **A**, Section **A**:

We do not provide Liability Coverage for any "insured" for "bodily injury" to you or any "family member".

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AUTO LOAN/LEASE COVERAGE**

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

**Schedule**

<b>Description of Your Covered Auto(s)</b>	<b>Other Than Collision Additional Premium</b>	<b>Collision Additional Premium</b>
	\$	\$
	\$	\$
	\$	\$

In the event of a covered total loss to a "your covered auto" shown in the Schedule or in the Declarations for which a specific premium charge indicates that Auto Loan/Lease Coverage applies, we will pay any unpaid amount due on the lease or loan for "your covered auto" less:

1. The amount paid under Part D of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the loss;
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

- c. Security deposits not refunded by a lessor;
- d. Costs for extended warranties, Credit Life insurance, Health, Accident or Disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

This endorsement must be attached to the Change Endorsement when issued after the policy is written.

# CERTIFICATE OF PERSONAL AUTO INSURANCE – TRUSTS

**This certificate is issued for informational purposes only.** It certifies that the policy listed in this document has been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policy. Alteration of this certificate does not change the terms, exclusions or conditions of such policy. Coverage is subject to the provisions of the policy, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception.

<b>Named Insured (Grantor of the Trust):</b>	
<b>Address of Named Insured:</b>	
<b>Producer:</b>	
<b>Insurer Name:</b>	
<b>Policy Number:</b>	
<b>Policy Effective Date:</b>	<b>Policy Expiration Date:</b>
<b>Name Of Trust:</b>	
<b>Name(s) and Address(es) of Trustee(s):</b>	
<b>Description of Vehicle(s) Owned By the Trust:</b>	
<b>Liability Coverage Limits Of Liability</b>	
<b>Split Limits:</b>	
Bodily Injury :	Property Damage:
\$                      each person	\$                      each accident
\$                      each accident	
<b>OR</b>	
<b>Combined Single Limit:</b>	\$                      each accident
The vehicle(s) described in this Certificate, if owned by the trust indicated above, are insured for automobile liability coverage under the policy indicated in this Certificate. If this policy is terminated, notice will also be mailed to the Trustee(s) shown in this Certificate. However, failure to do so will not impose any duty or liability upon the insurer, its agents or representatives, nor will it delay termination of the policy.	
<b>THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.</b>	
<b>Certificate Holder:</b>	<b>Date:</b>
<b>Authorized Representative:</b>	

# ARKANSAS UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION (SUPPLEMENT TO THE APPLICATION)

<b>Policy Number:</b>	<b>Policy Effective Date:</b>
<b>Company:</b>	<b>Producer:</b>
<b>Applicant/Named Insured:</b>	

Arkansas law permits you to make certain decisions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage. This document briefly describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

## **Uninsured And Underinsured Motorists Coverages**

Bodily Injury Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Property Damage Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an automobile accident. Also included are damages due to property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Bodily Injury Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

Unless rejected, your policy must include Bodily Injury Uninsured Motorists Coverage at limits not less than: (1) split limits of \$25,000 for each person, subject to \$50,000 for each accident with respect to bodily injury; or (2) a single limit of \$50,000. You may select optional higher limits up to the policy's bodily injury liability limit. If you purchase Bodily Injury Uninsured Motorists Coverage, then you may also select Property Damage Uninsured Motorists Coverage up to the policy's property damage liability limits or you may reject such coverage.

Unless rejected, Underinsured Motorists Coverage will be provided to you at the same limits as your Bodily Injury Uninsured Motorists Coverage. Underinsured Motorists Coverage is NOT available if you have rejected Bodily Injury Uninsured Motorists Coverage.

Please indicate your choice(s) from **A.** AND **B.** (if applicable).

### **A. Selection Or Rejection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage**

Please indicate your choice(s) from **1.**, **2.** OR **3.** as follows:

**1. Selection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage**

By completing this section, you are selecting BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in **a.** OR **b.** and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage and Property Damage Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials)	a.	<p><b>I select Bodily Injury Uninsured Motorists Coverage at limit(s) equal to the minimum limits required by Arkansas law AND Property Damage Uninsured Motorists Coverage as indicated below. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the bodily injury liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law.</b></p> <p>(Choose either the Split Limits option or the Combined Single Limit option:)</p>				
_____		<p><b>Split Limits Bodily Injury And Property Damage</b></p>	OR	<p><b>(Initials)</b></p>	<p><b>Combined Single Limit</b></p>	
_____	\$	<p><b>25,000/50,000/25,000</b></p>		_____	<p><b>\$ 75,000</b></p>	
<b>OR</b>						
(Initials)	b.	<p><b>I select Bodily Injury Uninsured Motorists And Property Damage Uninsured Motorists Coverage at the following limit(s):</b></p> <p>(Choose one Split Limits Bodily Injury option AND one Property Damage limit option, OR one Combined Single Limit option from the following:)</p>				
_____		<p><b>Split Limits Bodily Injury</b></p>	OR	<p><b>(Initials)</b></p>	<p><b>Combined Single Limit</b></p>	
(Initials)	\$	_____	\$	_____	\$	
_____	50,000/100,000	_____	50,000	_____	100,000	
_____	100,000/200,000	_____	100,000	_____	200,000	
_____	100,000/300,000	_____	200,000	_____	300,000	
_____	250,000/500,000	_____	300,000	_____	500,000	
_____	300,000/300,000	_____	500,000	_____	1,000,000	
_____	500,000/500,000	_____	1,000,000	_____		
_____	500,000/1,000,000	_____		_____		
_____	1,000,000/1,000,000	_____		_____		
_____	(Other)	_____	(Other)	_____	(Other)	
<p>_____ Signature Of Applicant/Named Insured</p>			<p>_____ Date</p>			

**2. Rejection Of Property Damage Uninsured Motorists Coverage And Selection Of ONLY Bodily Injury Uninsured Motorists Coverage**

By completing this section, you are rejecting Property Damage Uninsured Motorists Coverage and selecting ONLY Bodily Injury Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in **a.** OR **b.** and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials) _____	<p><b>a. I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at limits equal to the minimum limits required by Arkansas law. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law.</b></p> <p>_____</p> <p>(Choose either the Split Limits Bodily Injury option or the Combined Single Limit option from the following:)</p>					
(Initials) _____	\$	Split Limits Bodily Injury 25,000/50,000	OR	(Initials) _____	\$	Combined Single Limit 50,000
<b>OR</b>						
(Initials) _____	<p><b>b. I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at the following limits:</b></p> <p>(Choose one Split Limits Bodily Injury option OR one Combined Single Limit option from the following:)</p>					
(Initials) _____	\$	Split Limits Bodily Injury	OR	(Initials) _____	\$	Combined Single Limit
_____		50,000/100,000		_____		75,000
_____		100,000/200,000		_____		100,000
_____		100,000/300,000		_____		200,000
_____		250,000/500,000		_____		300,000
_____		300,000/300,000		_____		500,000
_____		500,000/500,000		_____		1,000,000
_____		500,000/1,000,000		_____		
_____		1,000,000/1,000,000		_____		
_____		(Other)		_____		(Other)
Signature Of Applicant/Named Insured				Date		

**3. Rejection Of BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage**

By initialing and signing below, you are rejecting Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in its entirety.

<b>(Initials)</b>	
_____ <b>I reject BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage.</b>	
_____	_____
<b>Signature Of Applicant/Named Insured</b>	<b>Date</b>

**B. Selection Or Rejection Of Bodily Injury Underinsured Motorists Coverage**

**(Bodily Injury Underinsured Motorists Coverage is NOT available if you have rejected Bodily Injury Uninsured Motorists Coverage.)**

If you have elected to purchase Bodily Injury Uninsured Motorists Coverage, you have the option to select Bodily Injury Underinsured Motorists Coverage at limits equal to your Bodily Injury Uninsured Motorists Coverage limits or reject the coverage in its entirety.

Please indicate a choice from either **1.** or **2.** by initialing next to the appropriate item and signing below.

**1. Selection Of Bodily Injury Underinsured Motorists Coverage**

<b>(Initials)</b>	
_____ <b>I select Bodily Injury Underinsured Motorists Coverage at limits equal to my Bodily Injury Uninsured Motorists Coverage limits.</b>	
_____	_____
<b>Signature Of Applicant/Named Insured</b>	<b>Date</b>

**OR**

**2. Rejection Of Bodily Injury Underinsured Motorists Coverage**

<b>(Initials)</b>	
_____ <b>I reject Bodily Injury Underinsured Motorists Coverage.</b>	
_____	_____
<b>Signature Of Applicant/Named Insured</b>	<b>Date</b>

*SERFF Tracking Number:* PHXN-125695691 *State:* Arkansas  
*Filing Company:* American Hallmark Insurance Company of Texas *State Tracking Number:* #16551 \$50  
*Company Tracking Number:* AR AH 07 08 F  
*TOI:* 19.0 Personal Auto *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)  
*Product Name:* Hallmark Advantage  
*Project Name/Number:* /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PHXN-125695691 State: Arkansas  
Filing Company: American Hallmark Insurance Company of Texas State Tracking Number: #16551 \$50  
Company Tracking Number: AR AH 07 08 F  
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)  
Product Name: Hallmark Advantage  
Project Name/Number: /

## Supporting Document Schedules

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

**Review Status:** Approved 07/03/2008

**Comments:**

**Attachment:**

PC Transmittal - Forms.pdf

Effective March 1, 2007

**Property & Casualty Transmittal Document**

	<b>INSURANCE DISPOSITION</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
Hallmark Insurance Group	3478

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Hallmark Insurance Co of Texas	Texas	43494	75-1817901	01-93824

<b>5. Company Tracking Number</b>	AR AH 07 08 F
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Contact info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Gregory A. Reid, CPCU 14891 Dallas Parkway, Suite 400 Dallas, TX 75254	Product Manager	972.866.5774	972.788.0520	greid@phoenixautoins.com

7. Signature of authorized filer	<i>Gregory A. Reid</i>
8. Please print name of authorized filer	Gregory A. Reid

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

9. Type of Insurance (TOI)	19.0 Personal Auto
10. Sub-Type of Insurance (Sub-TOI)	19.0001 Private Passenger Auto (PPA)
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12. Company Program Title (Marketing title)	Hallmark Advantage
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 07/23/2008   Renewal: 07/23/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	06/16/2008
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

### Property & Casualty Transmittal Document—

**20. This filing transmittal is part of Company Tracking #** AR AH 07 08 F

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

This is the intial forms filing for American Hallmark Insurance Company's personal auto program. We use mostly ISO forms, our company specific forms are listed in the form filing schedule portion of this document.



**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.)

Effective March 1, 2007

### FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1. This filing transmittal is part of Company Tracking #		AR AH 07 08 F			
2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)					
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Notice of Cancellation	AH AR CXL 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Dec Page	AH AR DEC 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Renewal Billing Notice	AH AR RBILL 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Reinstatement Notice	AH AR RE INST 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Driver Exclusion	AR_AHIC_515A08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Application	AR AHIC APP 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1