

SERFF Tracking Number: RSHL-125728697 State: Arkansas  
Filing Company: Companion Property & Casualty State Tracking Number: EFT \$50  
Company Tracking Number:  
TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle  
Product Name: Recreation Vehicle Product  
Project Name/Number: Form Update Filing/AR09012008-CPCIC

## Filing at a Glance

Company: Companion Property & Casualty

Product Name: Recreation Vehicle Product

TOI: 19.0 Personal Auto

Sub-TOI: 19.0003 Recreational Vehicle

Filing Type: Form

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

State Filing Description:

SERFF Tr Num: RSHL-125728697 State: Arkansas

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Bill Hobbs

Date Submitted: 07/14/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Alexa Grissom, Betty Montesi

Disposition Date: 07/23/2008

Disposition Status: Approved

Effective Date (New): 09/01/2008

Effective Date (Renewal):

## General Information

Project Name: Form Update Filing

Project Number: AR09012008-CPCIC

Reference Organization:

Reference Title:

Filing Status Changed: 07/23/2008

State Status Changed: 07/23/2008

Corresponding Filing Tracking Number:

Filing Description:

This is a form update filing for Companion Property and Casualty Insurance Company. The initial form filing (and last revision) was SERFF Filing number RSHL-125075638.

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

## Company and Contact

### Filing Contact Information

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

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Bill Hobbs, billhobbs@risholdings.com  
175 Montrose West Avenue (330) 665-3700 [Phone]  
Akron, OH 44321 (330) 665-3746[FAX]

**Filing Company Information**

Companion Property & Casualty CoCode: 12157 State of Domicile: South Carolina  
51 Clemson Road Group Code: 661 Company Type: Property &  
Columbia, SC 29229 Group Name: COMPANION LIC Casualty  
(330) 665-3700 ext. [Phone] FEIN Number: 57-0768836 State ID Number:  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Companion Property & Casualty	\$50.00	07/14/2008	21386804

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	07/23/2008	07/23/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Recreation Vehicle Application (Small)	Form	Bill Hobbs	07/21/2008	07/21/2008
Recreation Vehicle Application (Large)	Form	Bill Hobbs	07/21/2008	07/21/2008
Underinsured Motorists Coverage - Arkansas	Form	Bill Hobbs	07/15/2008	07/15/2008
Uninsured Motorists Coverage - Arkansas	Form	Bill Hobbs	07/15/2008	07/15/2008
Amendment of Policy Provisions - Arkansas	Form	Bill Hobbs	07/15/2008	07/15/2008
Personal Injury Protection Coverage -	Form	Bill Hobbs	07/15/2008	07/15/2008

*SERFF Tracking Number:*      *RSHL-125728697*                      *State:*                      *Arkansas*  
*Filing Company:*              *Companion Property & Casualty*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*  
*TOI:*                      *19.0 Personal Auto*                      *Sub-TOI:*                      *19.0003 Recreational Vehicle*  
*Product Name:*              *Recreation Vehicle Product*  
*Project Name/Number:*      *Form Update Filing/AR09012008-CPCIC*

**Arkansas**

Uniform Transmittal Document-Property & Casualty	Supporting Document	Bill Hobbs	07/15/2008	07/15/2008
AR CPCIC Filing Memorandum - Form Update	Supporting Document	Bill Hobbs	07/15/2008	07/15/2008
AR CPCIC Forms List - Form Update	Supporting Document	Bill Hobbs	07/15/2008	07/15/2008
AR Form Comparison - Edited Forms	Supporting Document	Bill Hobbs	07/15/2008	07/15/2008

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*SERFF Tracking Number:*      *RSHL-125728697*                      *State:*                      *Arkansas*  
*Filing Company:*              *Companion Property & Casualty*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*  
*TOI:*                      *19.0 Personal Auto*                      *Sub-TOI:*                      *19.0003 Recreational Vehicle*  
*Product Name:*              *Recreation Vehicle Product*  
*Project Name/Number:*      *Form Update Filing/AR09012008-CPCIC*

## **Disposition**

Disposition Date: 07/23/2008

Effective Date (New): 09/01/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Uniform Transmittal Document-Property & Casualty	Filed	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	AR Form Update Cover Letter - CPCIC	Approved	Yes
Supporting Document (revised)	AR CPCIC Filing Memorandum - Form Update	Approved	Yes
Supporting Document	AR CPCIC Filing Memorandum - Form Update	Approved	Yes
Supporting Document (revised)	AR CPCIC Forms List - Form Update	Approved	Yes
Supporting Document	AR CPCIC Forms List - Form Update	Approved	Yes
Supporting Document	Edited Form Comparison	Approved	Yes
Supporting Document	Letter of Authority - CPCIC	Approved	Yes
Supporting Document	AR Form Comparison - Edited Forms	Approved	Yes
Form	Recreation Vehicle Policy	Approved	Yes
Form (revised)	Underinsured Motorists Coverage - Arkansas	Approved	Yes
Form	Underinsured Motorists Coverage - Arkansas	Approved	Yes
Form (revised)	Uninsured Motorists Coverage - Arkansas	Approved	Yes
Form	Uninsured Motorists Coverage - Arkansas	Approved	Yes
Form	Full Timer's Medical Payments Coverage	Approved	Yes
Form	Full Timer's Secured Storage Personal Effects Coverage	Approved	Yes
Form	Purchase Price Guarantee Coverage	Approved	Yes
Form	Scheduled Medical Benefits Coverage	Approved	Yes
Form	Replacement Cost/Purchase Price Coverage	Approved	Yes
Form	Towing Coverage	Approved	Yes
Form	Vacation Liability Coverage	Approved	Yes
Form	Valuable Personal Property Coverage	Approved	Yes
Form	Recreation Vehicle Policy Table of Contents	Approved	Yes
Form (revised)	Recreation Vehicle Application (Small)	Approved	Yes

SERFF Tracking Number: RSHL-125728697 State: Arkansas  
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<b>Form</b>	Recreation Vehicle Application (Small)	Approved	Yes
<b>Form (revised)</b>	Recreation Vehicle Application (Large)	Approved	Yes
<b>Form</b>	Recreation Vehicle Application (Large)	Approved	Yes
<b>Form</b>	Consignment Coverage	Approved	Yes
<b>Form</b>	Amendment of Policy Provisions - Arkansas	Approved	Yes
<b>Form</b>	Personal Injury Protection Coverage - Arkansas	Approved	Yes

SERFF Tracking Number: RSHL-125728697 State: Arkansas  
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 Project Name/Number: Form Update Filing/AR09012008-CPCIC

**Amendment Letter**

Amendment Date:  
 Submitted Date: 07/21/2008

**Comments:**

An error was found on the submitted applications. Updated versions were attached to the filing. The vehicle definitions were replaced to clarify the information on the application.

Thank you.

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Recreation Vehicle Application (Small)	RVS APP 08	06 06 08	Application/Binder/Enrollment	Replaced	MH APP 02 07	AR-PC-07-023124	0	AR RVS APP 06 08 Revised 07 21 2008.pdf
Recreation Vehicle Application (Large)	RVL APP 08	06 06 08	Application/Binder/Enrollment	Replaced	MH APP 02 07	AR-PC-07-023124	0	AR RVL APP 06 08 Revised 07 21 2008.pdf

SERFF Tracking Number: RSHL-125728697 State: Arkansas  
 Filing Company: Companion Property & Casualty State Tracking Number: EFT \$50  
 Company Tracking Number:  
 TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle  
 Product Name: Recreation Vehicle Product  
 Project Name/Number: Form Update Filing/AR09012008-CPCIC

**Amendment Letter**

Amendment Date:  
 Submitted Date: 07/15/2008

**Comments:**

There have been several other forms attached that have been updated. These forms were inadvertently left out of the initial filing. The new form changes have been attached and the supporting document has been updated to include these changes. Please see the new and revised documentation. Sorry for the confusion. Please feel free to contact me with any questions or concerns.

Thank you.

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Underinsured Motorists Coverage - Arkansas	MH 04 34 07	07 08	Policy/Coverage Form	Replaced	MH 04 34 02	AR-PC-07-07 023124	44	MH 04 34 07 08 (UIM).pdf
Uninsured Motorists Coverage - Arkansas	MH 04 95 07	07 08	Policy/Coverage Form	Replaced	MH 04 95 02	AR-PC-07-07 023124	41	MH 04 95 07 08 (UM).pdf
Amendment of Policy Provisions - Arkansas	MH 01 77 07	07 08	Endorsement/Conditions	Replaced	MH 01 77 02	AR-PC-07-07 023124	47	MH 01 77 07 08 (Amendatory).pdf
Personal Injury	PP 05 82 10	10 07	Policy/Coverage	Replaced	PP 05 82 06	AR-PC-07-94 023124	45	PP 05 82 10 07 (PIP).pdf

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Company Tracking Number:  
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Product Name: Recreation Vehicle Product  
Project Name/Number: Form Update Filing/AR09012008-CPCIC  
**Protection Form**  
**Coverage -**  
**Arkansas**

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Company Tracking Number:  
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Product Name: Recreation Vehicle Product  
Project Name/Number: Form Update Filing/AR09012008-CPCIC

**Supporting Document Schedule Item Changes:**

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

Comment:

AR Transmittal Form - Form Revised 07 15 2008.pdf

**User Added -Name: AR CPCIC Filing Memorandum - Form Update**

Comment:

AR Form Explanatory Memo\_revised 07 15 2008.pdf

**User Added -Name: AR CPCIC Forms List - Form Update**

Comment:

AR Forms List 09 01 2008 External Revised 07 15 2008.pdf

**User Added -Name: AR Form Comparison - Edited Forms**

Comment:

AR Form Comparison.pdf

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 Project Name/Number: Form Update Filing/AR09012008-CPCIC

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Recreation Vehicle Policy	MH 00 01 06 08	06 08	Policy/Coverage Replaced Form	Replaced Form #:46.00 MH 00 01 02 07 Previous Filing #: AR-PC-07-023124		MH 00 01 06 08.pdf
Approved	Underinsured Motorists Coverage - Arkansas	MH 04 34 07 08	07 08	Policy/Coverage Replaced Form	Replaced Form #:43.80 MH 04 34 02 07 Previous Filing #: AR-PC-07-023124		MH 04 34 07 08 (UIM).pdf
Approved	Uninsured Motorists Coverage - Arkansas	MH 04 95 07 08	07 08	Policy/Coverage Replaced Form	Replaced Form #:41.40 MH 04 95 02 07 Previous Filing #: AR-PC-07-023124		MH 04 95 07 08 (UM).pdf
Approved	Full Timer's Medical Payments Coverage	MH 9014 06 08	06 08	Policy/Coverage Replaced Form	Replaced Form #:52.70 MH 9014 02 07 Previous Filing #: AR-PC-07-023124		MH 9014 06 08 (FT MedPay).pdf
Approved	Full Timer's Secured Storage Personal Effects Coverage	MH 9015 06 08	06 08	Policy/Coverage Replaced Form	Replaced Form #:48.00 MH 9015 02 07 Previous Filing #: AR-PC-07-023124		MH 9015 06 08 (FT Sec Stor).pdf
Approved	Purchase Price Guarantee Coverage	MH 9020 06 08	06 08	Policy/Coverage Replaced Form	Replaced Form #:48.90 MH 9020 02 07 Previous Filing #: AR-PC-07-023124		MH 9020 06 08 (PPG).pdf
Approved	Scheduled Medical Benefits Coverage	MH 9023 06 08	06 08	Policy/Coverage Replaced Form	Replaced Form #:48.90 MH 9023 02 07 Previous Filing #:		MH 9023 06 08 (Sch Medical).pdf

SERFF Tracking Number: RSHL-125728697 State: Arkansas  
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 Product Name: Recreation Vehicle Product  
 Project Name/Number: Form Update Filing/AR09012008-CPCIC

AR-PC-07-023124

Approved	Replacement Cost/Purchase Price Coverage	MH 9024 06 08	06 08	Policy/Cove rage Form	Replaced	Replaced Form #:49.00 MH 9024 02 07 Previous Filing #: AR-PC-07- 023124	MH 9024 06 08 (TLR- PPG).pdf
Approved	Towing Coverage	MH 9025 06 08	06 08	Policy/Cove rage Form	Replaced	Replaced Form #:46.80 MH 9025 02 07 Previous Filing #: AR-PC-07- 023124	MH 9025 06 08 (Towing).pdf
Approved	Vacation Liability Coverage	MH 9026 06 08	06 08	Policy/Cove rage Form	Replaced	Replaced Form #:47.20 MH 9026 02 07 Previous Filing #: AR-PC-07- 023124	MH 9026 06 08 (Vac Liab).pdf
Approved	Valuable Personal Property Coverage	MH 9027 06 08	06 08	Policy/Cove rage Form	Replaced	Replaced Form #:42.70 MH 9027 02 07 Previous Filing #: AR-PC-07- 023124	MH 9027 06 08 (VPP).pdf
Approved	Recreation Vehicle Policy Table of Contents	MH TOC 06 08	06 08	Other	Replaced	Replaced Form #:0.00 MH TOC 02 07 Previous Filing #: AR-PC-07- 023124	MH TOC 06 08 Policy Table of Contents.pdf
Approved	Recreation Vehicle Application (Small)	RVS APP 06 08	06 08	Application/ Binder/Enro llment	Replaced	Replaced Form #:0.00 MH APP 02 07 Previous Filing #: AR-PC-07- 023124	AR RVS APP 06 08 Revised 07 21 2008.pdf
Approved	Recreation Vehicle Application (Large)	RVL APP 06 08	06 08	Application/ Binder/Enro llment	Replaced	Replaced Form #:0.00 MH APP 02 07 Previous Filing #: AR-PC-07- 023124	AR RVL APP 06 08 Revised 07 21 2008.pdf
Approved	Consignment	MH 9104	07 08	Policy/Cove	New	44.70	MH 9104 07

SERFF Tracking Number: RSHL-125728697 State: Arkansas  
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	Coverage	07 08	rage Form		08 (Consignme nt).pdf
Approved	Amendment of Policy Provisions - Arkansas	MH 01 77 07 08 07 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:46.90 MH 01 77 02 07 Previous Filing #: AR-PC-07- 023124	MH 01 77 07 08 (Amendatory ) .pdf
Approved	Personal Injury Protection Coverage - Arkansas	PP 05 82 10 07 10 07	Policy/CoveReplaced rage Form	Replaced Form #:45.10 PP 05 82 06 94 Previous Filing #: AR-PC-07- 023124	PP 05 82 10 07 (PIP).pdf



## RECREATION VEHICLE 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.

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

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

**D.** "Business usage" means:

1. Any "insured" using "your covered auto" in a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any "insured" using "your covered auto" in any other activity engaged in for money or other compensation, except the following:
  - a. One or more activities, not described in **(b.)** through **(d.)** below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
  - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
  - c. Providing home day care expenses for which no compensation is received, other than the mutual exchange of such services; or
  - d. The rendering of home day care services to a relative of an "insured".

If either **1.** or **2.** above applies at any time during the policy period, "your covered auto" is being used for "business usage" regardless of whether "your covered auto" is being used for "business usage" at the exact moment of an accident or loss.

**E.** "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.

**F.** "Full time usage" means:

1. An "insured" using "your covered auto" as a residence when that "insured" does not have a domicile separate from "your covered auto"; or
2. Any "insured" using "your covered auto" as a residence for more than five months during a calendar year.

If either **1.** or **2.** above applies at any time during the policy period, "your covered auto" is being used for "full time usage" regardless of whether "your covered auto" is being used as a residence at the exact moment of an accident or loss.

**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.** "Recreation vehicle" means a "motor home", travel trailer, "pick-up camper", tent-type camper, "utility trailer", "converted medium duty tow vehicle", or "medium duty tow vehicle".

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

1. Any "recreation vehicle" shown in the Declarations.
2. Any "recreation vehicle" you replace it with, but only if you notify us within thirty (30) days of such replacement. If you wait longer than thirty (30) days to tell us, you will not be covered under Part D- Coverage for Damage to your Auto of this policy until 12:01 a.m. on the day following postmark on your notice to Us. Insurance on the original "recreation vehicle" ends when you acquire possession of the replacement.

3. A "non-owned motor home" or auto while being used as a temporary substitute, with its owner's permission, for "your covered auto" which is out of normal service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. Loss; or
  - e. Destruction.

This Provision (**J.3.**) does not apply under Part D- Coverage For Damage To Your Auto.

**K.** "Non-owned motor home" means:

1. A "motor home" which is not owned by you or registered to you, a "family member" or a non-resident spouse. It also means a "motor home" that you, a "family member" or a non-resident spouse do not regularly use.
2. A "converted medium duty tow vehicle" which is not owned by you or registered to you, a "family member" or a non-resident spouse. It also means a "converted medium duty tow vehicle" that you, a "family member" or a non-resident spouse do not regularly use.
3. A "medium duty tow vehicle" which is not owned by you or registered to you, a "family member" or a non-resident spouse. It also means a "medium duty tow vehicle" that you, a "family member" or a non-resident spouse do not regularly use.

Note: For the purpose of this policy We will consider a "motor home", "converted medium duty tow vehicle", or a "medium duty tow vehicle" to be owned by you if leased to you for at least six (6) continuous months under a written lease.

**L.** "Motor home" means a self-propelled motor vehicle, including its permanently attached equipment, which has built in facilities for at least cooking and sleeping and is designed for recreational use.

**M.** "Travel trailer" means a vehicle of the trailer or vacation variety which is towed or carried by car or truck, that is designed or constructed so as to provide living quarters consisting of at least facilities for cooking and sleeping and is used principally for recreational purposes. The trailer also includes appliances, furniture and equipment furnished by the manufacturer as standard equipment and included in the actual cost when purchased as shown in the Declarations. Subsequent replacements of the foregoing will also be included if they remain part of the trailer at the time of loss.

**N.** "Pick-up camper" means a slide in camper body that is attached temporarily to a pick-up truck.

**O.** "Tent-type camper means a towed vehicle whose distinguishing feature is folding walls. The lower half of the unit raises and expands to provide living quarters and the folding sidewalls are made of either soft canvas or a hard fiberglass or metal material.

**P.** "Utility trailer" means a non-powered vehicle designed to be pulled by another motorized vehicle, but does not include a "travel trailer" or a tent-type camper".

**Q.** "Converted medium duty tow vehicle" means a self-propelled motor vehicle built on a truck chassis, including its permanently attached equipment, which has built in facilities for at least cooking, sleeping and plumbing, and is designed for recreational use.

**R.** "Medium duty tow vehicle" means a self-propelled motor vehicle built on a truck chassis, including its permanently attached equipment, and which includes a coupling or hitch for connecting and pulling a "travel trailer" or "utility trailer".

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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 pre-judgment 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 "your covered auto".
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.

### SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, 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 that 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.

### 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. If "your covered auto" is used for "business usage".

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.
10. While "your covered auto" is rented or leased to any organization, or any "insured" other than you.
11. Who causes "bodily injury" to you, a "family member" or an "insured".
12. Who causes "bodily injury" or "property damage" to any person, organization, agent or employee when the "bodily injury" or "property damage" results from loading or unloading of a "motor home", "converted medium duty tow vehicle", or a "medium duty tow vehicle".
13. If "your covered auto" is used for "full time usage".
14. While using 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 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:
  - a. While "occupying" "your covered auto"; 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. If "your covered auto" is used for "full time usage".

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. If "your covered auto" is used in "business usage".

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.

12. Sustained while involved in a felony or any illegal activity.

13. If the "insured" is entitled to receive similar benefits from the United States government or its military services.

14. While "your covered auto" is rented or leased to any organization, or any "insured" other than you.

### 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 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.

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

1. While "your covered auto" is rented or leased to any organization, or any "insured" other than you.
2. If "your covered auto" is used for "full time usage".

3. While "occupying" any motor vehicle with less than 4 wheels.
4. If "your covered auto" is used in "business usage".

**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 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 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", including its permanently attached equipment, minus any applicable deductible shown in the Declarations. 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.

B. "Collision" means the upset of "your covered auto" or its 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".

### EXCLUSIONS

We will not pay for:

1. Loss to "your covered 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;
  - d. Latent defect;
  - e. Weight of snow or ice;

- f. Rust or corrosion;
- g. Gradual deterioration;
- h. Improper maintenance;
- i. Gradual leakage of water;
- j. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered 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 designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
  - a. Radios and stereos;
  - b. Tape decks; or
  - c. Compact disc players.

This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

- a. The equipment is permanently installed in "your covered auto" or
- b. The equipment is:
  - (1) Removable from a housing unit which is permanently installed in the auto;
  - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
  - (3) In or upon "your covered auto" at the time of loss.
5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
  - a. Citizens band radios;

- b. Telephones;
- c. Two-way mobile radios;
- d. Scanning monitor receivers;
- e. Television monitor receivers;
- f. Video cassette recorders;
- g. Audio cassette recorders;
- h. Personal computers;
- i. Navigation systems;
- j. Internet access systems; or
- k. Video entertainment systems.

This Exclusion (5.) does not apply to:

- a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone; or
- c. Any electronic equipment that is permanently attached to the unit; or
- d. Any electronic equipment that is permanently attached to the unit and is located in a housing which is permanently attached to the unit.

6. Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.

7. A total loss to "your covered auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (7.) does not apply to the interests of Loss Payees in "your covered auto".

8. Loss to equipment designed or used for the detection or location of radar or laser.

9. Loss to "your covered 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.

10. Loss to "your covered auto" that occurs while "your covered auto" is rented or leased to any organization, or any "insured" other than you.

11. Loss to "your covered auto" that occurs while it is in the custody of someone else for the purpose of selling, renting or leasing it.

12. Loss to "your covered auto" that occurs while it is used in any illegal activity.

13. Loss due to abandonment.

14. Loss due to vandalism or malicious mischief caused by, or at the order of, you, a "family member", or anyone in lawful custody of "your covered auto".

15. Loss to "your covered auto" or any part of it:

- a. Due to its conversion, embezzlement or hiding by any person entrusted with custody of "your covered auto"; or
- b. Resulting from losing "your covered auto" because of theft, fraud or trick committed by any person entrusted with custody or possession of "your covered auto".

16. Loss due to scorching, marring, scratching or breakage of internal equipment or furnishings (permanently attached or not). This exclusion will not apply to:

- a. Breakage of glass that is permanently attached to "your covered auto"; or
- b. Any such damage caused by intentional act, vandalism or riot.

17. Loss to "your covered auto" if "your covered auto" is used in "business usage".

18. Loss caused by the intentional act of, or at the direction of, you, a "family member" or a non-resident spouse.

19. Loss to awnings or cabanas that are not permanently attached to "your covered auto".

20. Loss to "your covered auto" if "your covered auto" is used for "full time usage".

21. Loss to a "pick-up camper" during loading or unloading from its carrying vehicle.

22. Loss to a "pick-up camper" due to shifting, bouncing, general wear and tear, or contact, either single or repeated, between the "pick-up camper" and its carrying vehicle. This exclusion does not apply if above damage results from a "collision" between the carrying vehicle and another object, or the carrying vehicle's upset.

23. To Non-Owned Motor Homes, including temporary substitutes.

#### 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; or
- 3. Purchase Price stated in the Declarations.

- 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.
- D. Our limit of liability for damage to a "utility trailer" you own that is not shown in the Declarations, and that is not a replacement for a "utility trailer" shown in the Declarations, is \$2,500 each loss.
- E. We will reimburse you for payment made, or indemnify you against liability you assumed through oral or written agreement, for fire department charges up to \$250 per run, where the department is called because of a fire in, on or exposing, "your covered auto".

**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.

If we repair or replace property or otherwise reimburse for loss, We will not have to pay for any decrease in value of the property caused by the loss.

Upon settlement of a loss, salvage, if any, belongs to us. We will pay any general average or salvage charges for which you become legally liable.

**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.

**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 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" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
  - 2. Promptly notify the police if "your covered 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;
  - 5. Eligibility for discounts.

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 that 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.

**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 by you for any reason, including your non-payment of premium, 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 for any reason, including your non-payment of premium, we will refund you 90% of the pro-rata unearned premium. 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.
- 4. If you request a cancellation of the policy effective on the policy's effective date, a cancellation fee may apply.

**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.

**LOSS PAYABLE CLAUSE**

If there is a loss payee listed on your application, any claim under this policy shall be paid as interest may appear to you and the loss payee shown in the Declarations. This insurance covering the interest of the loss payee shall be void only if you or any insured commit fraud or intentionally omit pertinent facts. We reserve the right to cancel the policy (following its terms). If we do, this agreement is ended as to the loss payee's interest. We will give the same advance notice to the loss payee as we give you.

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

A handwritten signature in cursive script that reads "Vivian B. Gray".

**Vivian B. Gray, Secretary**

A handwritten signature in cursive script that reads "Charles M. Potok".

**Charles M. Potok, President**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERINSURED MOTORISTS COVERAGE – ARKANSAS**

**SCHEDULE**

Limit Of Liability	
\$	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.
  3. While "occupying" "your covered auto" under a rental or lease agreement.
  4. If "your covered auto" is used for "full time usage".
  5. While "occupying" any motor vehicle with less than four wheels.
  6. If "your covered auto" is used for "business usage".
- 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, if 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;

then we will provide primary insurance.

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
Bodily Injury And Property Damage	\$ each person
	\$ each accident
	\$ each accident
Bodily Injury Only	\$ 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.
  5. While "occupying" "your covered auto" under a rental or lease agreement.

6. If "your covered auto" is used for "full time usage".
  7. While "occupying" any motor vehicle with less than four wheels.
  8. If "your covered auto" is used for "business usage".
- 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, if 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;
- then we will provide primary insurance.

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.

## FULL TIMER'S MEDICAL PAYMENTS COVERAGE

If you pay a premium for Full Timer's-Medical Payments Coverage, the following is added to your policy.

### A. DEFINITIONS

1. "Insured Location" means:
  - a. "Your covered auto" while it is parked off public roads with the engine turned off and is being used as your primary residence; or
  - b. That portion of land owned by or rented to you other than farm land; or
  - c. That portion of land owned by or rented to you other than land which includes a structure that is used as a residence; or
  - d. Any part of a premises that is not:
    - (1) Owned by you;
    - (2) Rented to you for a term that exceeds one hundred eighty (180) days; or
    - (3) Rented to you for "business" purposes.But only if and while you are temporarily residing on such premises.
2. "Motor Vehicle" means:
  - a. "Your covered auto" but not while it is parked off public roads with the engine turned off and is being used as your primary residence; or
  - b. Any other motorized land vehicle designed for travel on public roads and subject to motor vehicle registration; or
  - c. A trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration; or
  - d. A golf cart, snowmobile or other motorized land vehicle owned by you and designed for use off public roads, while off an "insured location"; or
  - e. Any vehicle being towed by or carried on a vehicle defined as a "motor vehicle" in this section.

However, "motor vehicle" does not include:

- a. A motorized land vehicle in dead storage;
- b. A boat or a trailer not being towed by or carried on a vehicle defined as a "motor vehicle" in this section;

- c. "Your covered auto" while it is parked off public roads and is being used as your primary residence; or
  - d. A golf cart while used for golfing purposes.
3. For the purposes of this endorsement, the definition of "family member" is replaced with the following:
    - a. "Family member" means a person using "your covered auto" as their primary residence and related to you by blood, marriage, or adoption. This includes a ward or foster child.
  4. "Insured person" means you or any "family member".
  5. "Bodily Injury" means bodily injury, sickness or disease of any "insured person", including death resulting from any of these.
  6. "Accident" means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" during the policy period.
  7. "Medical Expenses" means expenses for reasonable and necessary medical, surgical, dental, x-ray, ambulance, hospital and funeral services, including the cost of pharmaceutical, orthopedics and prosthetic devices, which are incurred on account of "bodily injury" caused by an "accident". Such expenses must be incurred within one (1) year of the date of the accident.

### B. INSURING AGREEMENT

We will pay for "medical expenses" incurred because of "bodily injury" to an "insured person", who is, at the time of the "accident", on an "insured location".

### C. EXCLUSIONS

We do not provide Full Timer's Medical Payments Coverage for "bodily injury":

1. Arising out of the ownership, maintenance, use, loading or unloading of:
  - a. An aircraft;
  - b. A "motor vehicle"; or

- c. A watercraft owned or rented to any "insured person" if the watercraft has inboard or inboard-outboard motor power of more than twenty-five (25) horsepower or is a sailing vessel, with or without auxiliary power, twenty (20) feet or more in overall length.

This exclusion does not apply while the watercraft is stored.

- 2. Arising out of the rendering or failing to render professional services.
- 3. Arising out of or occurring at any premises:
  - a. Owned by an "insured person";
  - b. Rented to an "insured person"; or
  - c. Rented to others by an "insured person",that is not an "insured location".
- 4. Caused by war (declared or not), any act of war, civil commotion, riot, any nuclear activity or radiation or any resulting action from any of these.
- 5. To an "insured person" who suffers "bodily injury" during the course of his/her employment.
- 6. Caused by the intentional act of an "insured person" or at the direction of any "insured person".

- 7. To an "insured person" while on an "insured location" to conduct "business" pursuits regardless of whether "business" is being conducted at the time of the "accident".
- 8. Arising out of Acquired Immune Deficiency Syndrome (AIDS) or genital herpes, syphilis, gonorrhea or other venereal disease.
- 9. Arising out of sexual molestation, corporal punishment or physical or mental abuse.

#### **D. LIMITS OF LIABILITY**

We will pay up to \$10,000 for each "insured person" injured in any one "accident", provided that the most we will pay for all injuries suffered in one "accident" is \$20,000, regardless of the number of "insured persons" involved or claims made.

#### **E. OTHER INSURANCE**

This insurance is excess over any other applicable insurance including, but not limited to, any applicable health or disability insurance, Medicare or any military insurance benefits. If other insurance covers an "accident" on an excess basis, then we will pay the proportionate share that our Limit of Liability bears to the total of all applicable limits.

## FULL TIMER'S SECURED STORAGE PERSONAL EFFECTS COVERAGE

If you pay a premium for Full Timer's Secured Storage Personal Effects Coverage, the following is added to your policy.

### A. DEFINITIONS

The following definitions are applicable to this endorsement only.

1. "Personal effects" means any property owned by you or a "family member", including household and other items normally used in conjunction with "your covered auto".
2. "Secured storage location" means a segregated portion of a building used in a commercial storage business where access to your "personal effects" is restricted to you or your designated representative by locks, walls or cages.
3. "Business" includes trade, profession, occupation or the generation of income.

### B. INSURING AGREEMENT

1. We will pay for direct and accidental loss of or damage to "personal effects" inside a "secured storage location", minus any applicable deductible shown in the Declarations, caused by the following:
  - a. Fire or lightning;
  - b. Explosion, smoke or smudge;
  - c. Windstorm, hail, earthquake, landslide, flood, rain, snow, sand, sleet or dust. This does not include loss to "personal effects" inside a "secured storage location" caused by rain, snow, sand, sleet or dust unless the "secured storage location" is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet or dust enters;
  - d. Riot or civil commotion;
  - e. Vandalism caused by someone other than you or a "family member";
  - f. Aircraft and missiles;
  - g. Falling objects outside the "secured storage location";
  - h. Theft, including larceny, robbery, burglary or pilferage, all subject to the following additional conditions and limitations:

- (1) We may return any stolen property to you, along with payment for damage resulting from theft, at any time before settlement of a loss under this endorsement.
- (2) Theft must be a result of forcible entry of which there is evidence by visible marks of entry made by tools, electricity, explosives, chemicals or other physical damage.
- (3) Each loss must be reported promptly to police or appropriate civil authority.
- (4) We do not cover theft of "personal effects" while the "personal effects" are outside the "secured storage location".

### C. LIMIT OF LIABILITY

The Limit of Liability for Full Timer's Secured Storage Personal Effects Coverage shall be as follows:

1. The aggregate Limit of Liability for any loss will be the lowest of:
  - a. The amount shown on the Declarations page for Full Timer's Secured Storage Personal Effects Coverage;
  - b. The cost of repairing or replacing the item or items with other of like kind and quality;
  - c. The applicable item limit set forth in **2.** or **3.** below; or
  - d. The applicable group limit set forth in **2.** or **3.** below.
2. Subject to the aggregate Limit of Liability shown on the Declarations page for Full Timer's Secured Storage Personal Effects Coverage, we will pay no more than \$500 for any loss of a single item or \$1,000 for loss of any group of items from the following groups:
  - a. Travel tickets, passports and manuscripts;
  - b. Coin collections and equipment, and stamps and collecting supplies;
  - c. All cameras and equipment used with cameras;

- d. Any single article of jewelry, art, heirlooms, antiques and furs (including any article containing fur which represents its principal value);
  - e. Non-motorized recreational equipment, guns, fishing, golf and skiing equipment.
3. Subject to the aggregate Limit of Liability shown on the Declarations page for Full Timer's Secured Storage Personal Effects Coverage, we will pay no more than \$500 for any loss of a single item or \$3,000 for loss of any group of items from the following groups:
- a. Personal computers, monitors, word processors and data media used for personal purposes;
  - b. Devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures, including accessories, antennas, tapes, wires, records, disks or other media for use with any such device or instrument;
  - c. Silverware, silver-plated flatware, gold-ware, gold-plated ware and pewter ware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter);
  - d. Household furnishings including upholstered and non-upholstered furniture, lamps, paintings and rugs;
  - e. Appliances and other equipment used in the normal use at, or for the maintenance of, a residence;
  - f. Lawn and garden equipment.
4. Subject to all other applicable Limits of Liability, our Limit of Liability for loss to part of a pair or set, series of objects, pieces or panels is the lowest of:
- a. The cost to repair or replace the part that restores the set to its value before the loss;
  - b. The difference between the actual cash value of the set before the loss and after the loss;
  - c. The cost of a substitute part that reasonably matches the rest of the set.
- We have no obligation to replace the entire set if only one part is lost or damaged.

## D. EXCLUSIONS

1. We will not pay for loss:
  - a. That occurs while the "personal effects" are outside the "secured storage location";
  - b. If the "secured storage location" is being used by You for commercial or "business" purposes;
  - c. To any self-propelled vehicles or watercraft;
  - d. To deeds, documents, records, bills, money, notes, securities or other evidence of debt;
  - e. To property used in Your "business";
  - f. To articles or merchandise held as samples for storage or repair or for demonstration or sale;
  - g. To animals or birds;
  - h. Caused intentionally by or at the direction of You or a relative;
  - i. Due to abandonment;
  - j. Caused by birds, vermin, rodents, insects or domestic animals or caused by animals owned or kept by You;
  - k. That is confined to scorching as a result of fire or lightning.

## E. CONDITIONS

1. If two (2) or more deductibles apply to one (1) loss, only the highest deductible will apply.
2. We are not obligated to pay for any diminution of value once the property has been repaired.

## F. OTHER INSURANCE

If other insurance also covers any loss under this endorsement, our coverage will be excess over all other collectible insurance.

## PURCHASE PRICE GUARANTEE COVERAGE

If you pay a premium for Purchase Price Guarantee Coverage, the following changes are made to your policy.

### Purchase Price Guarantee

If you pay us a premium as shown on the Declarations page for Purchase Price Guarantee coverage and "your covered auto" is less than ten "model years" old on the policy effective date shown on the Declarations, Part D- Limit of Liability is replaced with the following:

#### **LIMIT OF LIABILITY**

As used in this subsection:

- A. "Rating basis" is the dollar amount shown as the rating basis on the Declarations page. It should represent the original cost of "your covered auto", including any sales tax.
- B. "Total Loss" means a loss for which the cost of repairs (including parts and labor) exceeds the actual cash value of "your covered auto" at the time of loss.
- C. "Model Year" means the model year for a given calendar year that begins on January 1<sup>st</sup> and end on December 31<sup>st</sup> of such calendar year. The determination of whether "your covered auto" is less than ten "model years" old will be calculated by subtracting ten for the current model year.
- D. "Replacement Recreation Vehicle" means a vehicle of the same type as "your covered auto". If "your covered auto" is a "motor home", then a "replacement recreation vehicle" would be a "motor home" type. If "your covered auto" is a "travel trailer", then a "replacement recreation vehicle" would be a "travel trailer" type.

#### **INSURING AGREEMENT**

If "your covered auto" is a "total loss" and if you elect to replace "your covered auto" with a "replacement recreation vehicle", our Limit of Liability will be the "rating basis" shown on the Declarations page subject to the following:

- A. We will determine the actual cash value of "your covered auto" at the time of loss.

- B. We will pay any outstanding loan balance to your lien-holder, provided that if the outstanding loan balance exceeds the actual cash value or "rating basis", we will remit the actual cash value or "rating basis", whichever is less, less any applicable deductible and co-payment, to your lien-holder. You will be responsible for any additional payments to your lien-holder.
- C. We will make payment to you for the actual cash value, or "rating basis" of "your covered auto" at the time of loss, whichever is less, less the payment made to any lien-holder on your behalf, less any applicable deductible and co-payment.
- D. If you obtain a "replacement recreation vehicle" within one hundred eighty (180) days of our payments under **B** and **C** above, as evidenced by proof of proper title and registration, we will pay you the lesser of the following:
  - 1. The difference between the cost of the "replacement recreation vehicle" and the amounts paid pursuant to **B** and **C** above less any applicable deductible and co-payment, or
  - 2. The difference between the "rating basis" and the amounts paid pursuant to **B** and **C** above less any applicable deductible and co-payment.However, in no event will the total of all payments made under this endorsement exceed the "rating basis".
- E. If you do not elect to obtain a "replacement recreation vehicle", our payment will be limited to the actual cash value of "your covered auto" at the time of loss or the "rating basis" whichever is less, less any applicable deductible and co-payment.
- F. Provisions of this section will **not** apply to partial losses.

## SCHEDULED MEDICAL BENEFITS COVERAGE

If you pay a premium for Scheduled Medical benefits Coverage, the following is added to your policy.

### Schedule of Benefits

<u>Qualified Bodily Injury</u>	<u>Amount of Insurance</u>	
	<u>You</u>	<u>Family Member</u>
Loss of Life	\$35,000	\$10,000
Loss of Both Hands or Both Feet	\$10,000	\$10,000
Loss of One Hand and One Foot	\$10,000	\$10,000
Loss of Both Eyes	\$10,000	\$10,000
Loss of One Eye and One Hand or One Foot	\$10,000	\$10,000
Loss of One Hand or One Foot	\$5,000	\$5,000
Loss of One Eye	\$5,000	\$5,000
Loss of Ability to Work	\$10,000	\$5,000

### DEFINITIONS

- A. "Qualified bodily injury" means physical injury, including death resulting therefrom, which is caused by an "accident" and which is of a type listed on the Schedule of Benefits above.
- B. "Loss of ability to work" means that you have been unable to work for twelve (12) consecutive months after the date of injury in a profession, business or occupation for which you are reasonably suited by virtue of your education, vocational training or experience. Loss of ability to work coverage is only applicable to you.
- C. "Accident" means an unexpected and unintended event that causes a "qualified bodily injury". This includes continuous or repeated exposure to the same condition that results in a "qualified bodily injury".
- D. "Loss of hand or foot" means complete severance through or above the injured person's wrist or ankle joint.
- E. "Loss of eye" means the irreversible loss of the entire sight of the injured person's eye.

### INSURING AGREEMENT

We will pay for a "qualified bodily injury" that is sustained by you or a "family member". This coverage only applies if the injured person is using "your covered auto" as a vacation or primary residence at the time of the "accident".

We will pay only for a "qualified bodily injury" that is caused directly by an "accident". The injured person must seek treatment for the "qualified bodily injury" within one hundred eighty (180) days of the "accident".

### LIMIT OF LIABILITY

The most we will pay for any "qualified bodily injury" is the amount shown in the Schedule of Benefits above. However, in any "accident" the maximum we will pay:

- A. For loss of life of the named insured shown in the Declarations and the named insured's spouse is \$70,000 per "accident".
- B. For loss of life of one or more "family members" is \$10,000 per "accident".
- C. For loss of life is \$70,000 per "accident" regardless of the number of persons that have suffered loss of life in the "accident".
- D. For all "qualified bodily injury" other than loss of life that are caused by a single "accident" is \$10,000 per "accident". This is the most we will pay regardless of the number of "qualified bodily injuries" suffered by a covered person in the "accident" and regardless of the number or classification of covered persons that have suffered "qualified bodily injuries" in the "accident".
- E. If loss of life benefits are claimed with respect to any individual the most we will pay is the loss of life benefit even if that individual has other "qualified bodily injuries" that were caused by the same "accident".

### EXCLUSIONS

We do not provide coverage for "qualified bodily injury":

- A. That is intentionally self-inflicted.
- B. That results from the injured person's illegal or illicit activities.

- C.** That is due to war, whether declared or not, or due to hostile or warlike action in a time of peace.
- D.** That is due to nuclear action, including nuclear radiation, radiation or radioactive contamination.
- E.** That occurs while "your covered auto" is in transit.
- F.** That occurs while "your covered auto" is rented or leased to someone other than you or a "family member".
- G.** If "your covered auto" is used for "business usage".
- H.** That arises out of or during the course of employment.
- I.** Sustained while occupying any motorized vehicle; however, this exclusion does not apply to the following:
  - 1.** "Your covered auto" while parked off public roads and being used as a vacation residence; or
  - 2.** "Your covered auto" while parked off public roads and being used as a primary residence if Form MH 9013 is attached to this policy.

## REPLACEMENT COVERAGE/PURCHASE PRICE COVERAGE

If you pay a premium for Total Loss Replacement/ Purchase Price Coverage as shown in the Schedule below, the following changes are made to your policy.

	SCHEDULE			
Unit Number:	_____	_____	_____	_____
Purchase Price:	_____	_____	_____	_____
Purchase Date:	_____	_____	_____	_____
Premium:	_____	_____	_____	_____
Current Model Year Limit:	_____	_____	_____	_____
Model Year 1 Limit:	_____	_____	_____	_____
Model Year 2 Limit:	_____	_____	_____	_____
Model Year 3 Limit:	_____	_____	_____	_____
Model Year 4 Limit:	_____	_____	_____	_____
Deductible Buy-Back	_____	_____	_____	_____

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### SECTION A- REPLACEMENT COST

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If you pay us a premium for Replacement/ Purchase Price Guarantee coverage as shown in the Schedule above, and if "your covered auto" is, at the time of loss, the "current model year", "model year 1", "model year 2", "model year 3" or "model year 4", Part D- Limit of Liability is replaced with the following:

#### DEFINITIONS

As used in this subsection:

- A. "Current model year" is the twelve month period from the "purchase date" until the first anniversary of the "purchase date".
- B. "Model year 1" is the twelve month period from the first anniversary of the "purchase date" until the second anniversary of the "purchase date".
- C. "Model year 2" is the twelve month period from the second anniversary of the "purchase date" until the third anniversary of the "purchase date".
- D. "Model year 3" is the twelve month period from the third anniversary of the "purchase date" until the fourth anniversary of the "purchase date".
- E. "Model year 4" is the twelve month period from the fourth anniversary of the "purchase date" until the fifth anniversary of the "purchase date".
- F. "Purchase Date" is the date shown in the Schedule. It should be the date shown as the purchase date on the purchase agreement to buy the vehicle.

- G. "Purchase Price" is the dollar amount shown as the purchase price in the Schedule. It should represent the original cost of "your covered auto", including any sales tax.
- H. "Replacement Recreation Vehicle" means a recreation vehicle that has never been registered and that is a replacement for the "your covered auto" that has been declared a "total loss".
- I. "Total loss" means a loss for which the cost of repairs (including parts and labor) exceeds the actual cash value of "your covered auto" at the time of loss.

#### INSURING AGREEMENT

If "your covered auto" is a "total loss" and if you elect to replace "your covered auto" then the replacement of "your covered auto" will occur as follows:

- A. We will determine the actual cash value of "your covered auto" at the time of loss.
- B. We will pay any outstanding loan balance to your lien-holder. If the outstanding balance exceeds the actual cash value or "purchase price", we will remit the actual cash value or "purchase price", whichever is less, less any applicable deductible and co-payment, to your lien-holder. You will be responsible for any additional payments to your lien-holder.

- C.** We will make payment to you for the actual cash value, or "purchase price" of "your covered auto" at the time of loss, whichever is less, less the payment made to any lien-holder on your behalf, less any applicable deductible and co-payment.
- D.** You must identify the "replacement recreation vehicle" and You must make arrangements for financing of the "replacement recreation vehicle". We are not responsible for payment of any costs related to that financing.

Upon delivery of the "replacement recreation vehicle", we will remit payment as follows:

1. If at the time of loss "your covered auto" is in the "current model year", we will pay the lesser of:
  - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
  - b. the difference between the amount shown as Current Model Year Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".
2. If at the time of loss "your covered auto" is in the "model year 1", we will pay the lesser of:
  - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
  - b. the difference between the amount shown as Model Year 1 Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".
3. If at the time of loss "your covered auto" is in the "model year 2", we will pay the lesser of:
  - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
  - b. the difference between the amount shown as Model Year 2 Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".

4. If at the time of loss "your covered auto" is in the "model year 3", we will pay the lesser of:
  - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
  - b. the difference between the amount shown as Model Year 3 Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".
5. If at the time of loss "your covered auto" is in the "model year 4", we will pay the lesser of:
  - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
  - b. the difference between the amount shown as Model Year 4 Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".

- E.** Delivery of the "replacement recreation vehicle" must occur within one hundred eighty (180) days from the date we make payment to you of the actual cash value under **C** above. If you do not obtain a "replacement recreation vehicle" within one hundred eighty days (180), our payment will be limited to the actual cash value or "purchase price" of "your covered auto" at the time of loss, whichever is less, less any applicable deductible and co-payment.
- F.** Provisions of this section will **not** apply to partial losses.
- G.** If the Deductible Buy-Back provision is indicated in the Schedule as applicable to "your covered auto", no deductible will apply to losses payable under this endorsement.

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## SECTION B- PURCHASE PRICE GUARANTEE

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If you pay us a premium for Total Loss Replacement/ Purchase Price Guarantee coverage as shown in the Schedule above, and at the time of loss "your covered auto" is NOT, the "current model year", "model year 1", "model year 2", "model year 3" or "model year 4", Part D- Limit of Liability is replaced with the following:

### DEFINITIONS

As used in this subsection:

- A. "Current model year" is the twelve month period from the "purchase date" until the first anniversary of the "purchase date".
- B. "Model year 1" is the twelve month period from the first anniversary of the "purchase date" until the second anniversary of the "purchase date".
- C. "Model year 2" is the twelve month period from the second anniversary of the "purchase date" until the third anniversary of the "purchase date".
- D. "Model year 3" is the twelve month period from the third anniversary of the "purchase date" until the fourth anniversary of the "purchase date".
- E. "Model year 4" is the twelve month period from the fourth anniversary of the "purchase date" until the fifth anniversary of the "purchase date".
- F. "Purchase Date" is the date shown in the Schedule. It should be the date shown as the purchase date on the purchase agreement to buy the vehicle.
- G. "Purchase Price" is the dollar amount shown as the purchase price in the Schedule. It should represent the original cost of "your covered auto", including any sales tax.
- H. "Replacement Recreation Vehicle" means a recreation vehicle that has never been registered and that is a replacement for the "your covered auto" that has been declared a "total loss".
- I. "Total loss" means a loss for which the cost of repairs (including parts and labor) exceeds the actual cash value of "your covered auto" at the time of loss.

### INSURING AGREEMENT

If "your covered auto" is a "total loss" and if you elect to replace "your covered auto" then the replacement of "your covered auto" will occur as follows:

- A. We will determine the actual cash value of "your covered auto" at the time of loss.

- B. We will pay any outstanding loan balance to your lien-holder. If the outstanding balance exceeds the actual cash value or "purchase price", we will remit the actual cash value or "purchase price", whichever is less, less any applicable deductible and co-payment, to your lien-holder. You will be responsible for any additional payments to your lien-holder.

- C. We will make payment to you for the actual cash value, or "purchase price" of "your covered auto" at the time of loss, whichever is less, less the payment made to any lien-holder on your behalf, less any applicable deductible and co-payment.

- D. If you obtain a "replacement recreation vehicle" within one hundred eighty (180) days of our payment under **C** above, as evidenced by proof of proper title and registration, we will pay You the lesser of the following:

1. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above, less any applicable deductible and co-payment; or
2. the difference between the "purchase price" and the amounts previously paid under **B** and **C** above less any applicable deductible or co-payment.

However, in no event will the total of all payments made under Section B- PURCHASE PRICE GUARANTEE exceed the "purchase price".

- E. If you do not elect to obtain a "replacement recreation vehicle", our payment will be limited to the actual cash value of "your covered auto" at the time of loss or the "purchase price" whichever is less, less any applicable deductible and co-payment.

- F. Provisions of this section will **not** apply to partial losses.

- G. If the Deductible Buy-Back provision is indicated in the Schedule as applicable to "your covered auto", no deductible will apply to losses payable under this endorsement.

## **TOWING COVERAGE**

If you pay a premium for Towing Coverage the following is added to Part D- Coverage for Damage to Your Auto.

### **INSURING AGREEMENT**

If you pay us a premium for Towing Coverage as shown on the Declarations Page, and "your covered auto" is disabled, we will pay up to the limit of liability for towing costs to the nearest qualified facility at which repairs can be made during normal business hours.

If "your covered auto" is a "travel trailer" this coverage will apply if the vehicle pulling or towing "your covered auto" is disabled.

We will pay any labor costs if they are performed at the time and place of disablement.

No deductible applies to this coverage.

### **OTHER INSURANCE**

If "your covered auto" is a "travel trailer" we will only pay that portion of the towing cost associated with towing "your covered auto" unless towing coverage is not available for the vehicle pulling or towing "your covered auto". You will be required to provide proof that no towing coverage is available for the vehicle pulling "your covered auto".

## VACATION LIABILITY COVERAGE

If you pay a premium for Vacation Liability Coverage as shown on the Declarations, the following is added to your policy.

### VACATION LIABILITY COVERAGE

Except as expressly provided in this endorsement, the "Definitions" Section, Part E- Duties After an Accident or Loss and Part F- General Provisions apply to this endorsement.

#### DEFINITIONS

- A. "Bodily injury" means bodily injury, sickness or disease of any person, except you, including death resulting from any of these.
- B. "Property Damage" means damage to or loss of use of tangible property owned by someone other than you.
- C. "Accident" means an unexpected and unintended event that causes "bodily injury" or "property damage". The "bodily injury" and "property damage" must arise out of your personal actions or the use of "your covered auto" as a vacation residence. "Accident" includes continuous or repeated exposure to the same conditions.

#### INSURING AGREEMENT

We will pay damages (except punitive damages) for "bodily injury" or "property damage" for which you are legally liable because of an "accident". This coverage applies only if the "accident" occurs while you are using "your covered auto" as a vacation residence.

We will defend any claim as we see fit. We will not however, be responsible to defend any lawsuit or make additional payment after we have paid or offered to pay the Limit of Liability set forth in this endorsement.

#### LIMIT OF LIABILITY

If the limit of liability shown on the Declarations page for this coverage is a split limit, then the limit for each person is the most we will pay for all "bodily injury" and "property damage" for any one person in an "accident". The limit shown per accident is the most we will pay for all "bodily injury" and "property damage" for all persons regardless of the number of injured persons or claims made.

If the limit of liability shown on the Declarations page for this coverage is a combined limit, then the limit shown is the most we will pay for all "bodily injury" and "property damage" resulting from one "accident" regardless of the number of injured persons or claims made.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any Full Timer's Personal Liability Coverage provided by this policy.

#### SUPPLEMENTARY PAYMENTS

In addition to the Limit of Liability shown on the Declarations page we will pay:

- A. Expenses incurred by us and costs taxed against you in any suit we defend.
- B. Premiums on bonds required in a suit defended by us, but not for any bond amount greater than the Limit of Liability (We are not obligated to apply for or furnish any bond),
- C. Expenses incurred by you at our request. This includes up to \$200 per day actual loss of earnings, for assisting us in the investigation of any claim or suit.
- D. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

#### EXCLUSIONS

We do not cover and our duty to defend does not apply to:

- A. Any "accident" if "your covered auto" is used in any "business usage".
- B. Claims arising out of the rendering or failing to render professional services.
- C. Claims arising out of the ownership, maintenance, use, loading or unloading of:
  - 1. Any vehicle with a motor;
  - 2. Any aircraft; or
  - 3. Any watercraft.

This exclusion does not apply to "your covered auto".

- D. Claims arising directly or indirectly by war, whether declared or not, hostile or warlike action in time of peace, riot or civil disorder.
- E. Claims arising out of liability assumed in any oral or written contract or agreement.
- F. Claims for damage to property:

1. Owned by you;
  2. Rented to you;
  3. Occupied by you; or
  4. In your care.
- G.** Claims of any person eligible to receive any benefits required to be provided by you under any workers' compensation, non-occupational disability or occupational disease law.
- H.** Claims arising out of nuclear reaction, radiation or radioactive contamination.
- I.** Claims that are expected or intended by you.
- J.** Claims arising while "your covered auto" is in transit.
- K.** Claims arising out of your illegal or illicit activities.
- L.** Claims that occur while "your covered auto" is rented to others.
- M.** Claims arising out of the transmission of any sexually transmitted disease or condition, caused wholly or in part by the actions of the "insured".
- N.** Claims arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants at or from "your covered auto" or your vacation residence. Pollutants include any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, metals, poisons, noxious substances or odors, compounds and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- O.** Claims arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize any pollutants as defined in Exclusion N.
- P.** Claims that occur while "your covered auto" is used as a primary residence.
- Q.** Claims involving a "your covered auto" for which no Limit of Liability is shown for this coverage on the Declarations.

## VALUABLE PERSONAL PROPERTY COVERAGE

If you pay a premium for Valuable Personal Property Coverage, we will pay you for the sudden, direct and accidental Loss to Valuable Personal Property.

### DEFINITIONS

The following definitions are applicable to this endorsement only.

- A. "Valuable personal property" means any property owned by you or a "family member" including household or other items normally used in conjunction with "your covered auto" and which has been scheduled with a declared value on Form MH 9028 attached to this policy.
- B. "Secured storage location" means a segregated portion of a building used in a commercial storage business where access to your property is restricted to you or your designated representative by locks, walls, or cages.
- C. "Business" includes trade, profession, occupation or the generation of income.

### INSURING AGREEMENT

A. We will pay for loss to "valuable personal property", minus any applicable deductible shown in the Declarations, caused by the following:

1. Fire or lightning;
2. Explosion, smoke or smudge;
3. Windstorm, hail, earthquake, landslide or flood. This does not include loss to "valuable personal property" inside "your covered auto", caused by rain, snow, sand, sleet or dust, unless "your covered auto" is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet or dust enters;
4. Riot or civil commotion;
5. Vandalism;
6. Aircraft and missiles;
7. Falling objects;
8. Collision, as defined in Part D of the Recreation Vehicle Policy; or
9. Theft, robbery, larceny or pilferage.

### LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations is the most we will pay for all claims arising from a single occurrence for loss to "valuable personal property".

### EXCLUSIONS

A. We will not pay for loss:

1. To any self-propelled vehicles or watercraft;
2. To deeds, documents, records, bills, money (other than coin collections), notes, securities or other evidence of debt;
3. To any property used in your "business";
4. To property of employees;
5. To property covered by other insurance;
6. Caused by you or a "family member";
7. That occurs to "valuable personal property" contained in "your covered auto" while "your covered auto" is under a rental or lease agreement.
8. That occurs to "valuable personal property" contained in "your covered auto" while "your covered auto" is 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.
9. That occurs to "valuable personal property" contained in "your covered auto" while "your covered auto" is in the custody of someone else for the purpose of selling, renting or leasing it;
10. Due to abandonment;
11. Due to vandalism or malicious mischief caused by, or at the order of you, a "family member" or anyone in lawful custody of "your covered auto" if the "valuable personal property" is contained in that "your covered auto" at the time of loss;
12. Due to conversion, embezzlement or hiding by any person entrusted with custody of "your covered auto", if the "valuable personal property" is contained in that "your covered auto" at the time of loss;
13. Resulting from the owner losing "your covered auto" because of theft, fraud or trick committed by any person entrusted with custody or possession of "your covered auto" if the "valuable personal property" is contained in that "your covered auto" at the time of loss;

14. To "valuable personal property" contained in "your covered auto" if "your covered auto" is being used in "full time usage";
15. To property of anyone other than you or a "family member";
16. That occurs to "valuable personal property" contained in "your covered auto" if "your covered auto" is for "business usage";
17. Due to mysterious disappearance;
18. To animals of any kind;
19. Due and confined to:
  - a. Wear and tear;
  - b. Rust or corrosion;
  - c. Gradual deterioration;
  - d. Neglect.
20. 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.
21. To fine art caused by any attempt of restoration or repair.
22. To fine art caused while it is on public display.
23. To property in a "secured storage location".

#### **CONDITIONS**

- A. The DEFINITIONS section and the provisions of PART E and PART F of the Recreation Vehicle Policy also extend to this coverage endorsement.
- B. A \$100 deductible will apply to each loss caused by theft, robbery, larceny or pilferage. This deductible is in addition to any other applicable deductible shown on the Declarations page.
- C. Loss due to theft of "valuable personal property" located inside "your covered auto" must be proven by visible evidence of forcible entry.
- D. You are responsible for providing reasonable safekeeping for "valuable personal property" located outside "your covered auto".
- E. You must report any theft, robbery, larceny or pilferage to the policy within twenty-four (24) hours after you discover it.

- F. We may return any stolen property along with payment for any damage resulting from the theft, at any time before settlement of a loss under this coverage.

#### **AMOUNT AND METHOD OF SETTLEMENT**

- A. Except as otherwise provided in this policy or this endorsement, and subject to the Limit of Liability, we will pay for loss to "valuable personal property" up to the least of the following:
  1. The amount necessary to replace your property with new property at the time of loss. You will be required to provide proof that the property has been replaced with property of like kind and quality. If you decide not to replace the property, payment will be based on the actual cash value at the time of loss. If you decide to replace your property, replacement must occur within one hundred eighty (180) days of the date of loss. No payment will be made for the replacement of any property when that replacement occurs more than one hundred eighty (180) days after the date of loss. You may make a supplemental claim within one hundred eighty (180) days after the date of loss for an additional payment if you subsequently decide to replace the property. All supplemental claims must have been a result of the damage from the original loss.
  2. The amount for which your property could reasonably be repaired to its condition immediately before the loss with no deduction for depreciation of the damaged parts. If you decide not to repair the property, payment will be made on an actual cash value basis. You may make a supplemental claim within one hundred eighty (180) days after the date of loss for an additional payment if you subsequently decide to repair the property. All supplemental claims must have been a result of the damage from the original loss.
  3. The limit of Valuable Personal Property coverage shown on the Declarations as modified by any applicable provisions of this section.
  4. The amount shown for the item on Form MH 9028 attached to this policy.
- B. We may settle the loss by:
  1. Paying the amount of valuable personal property coverage in money; or
  2. Paying the cost of repairing the damage; or
  3. Replacing the damaged or destroyed "valuable personal property" with "valuable personal property" of like description, condition, quality and value.

Our payment will be reduced by any applicable deductible.

**OTHER INSURANCE**

If other insurance covers a loss also covered under this endorsement, we will pay the proportionate share that our Limit of Liability bears to the total of all applicable limits.

**PAIRS AND SETS**

- A. If there is a loss to a pair or set, series of objects, pieces or panels, we may:
  - 1. Repair or replace the part that restores the set to its value before the loss; or
  - 2. Pay the difference between the actual cash value of the set before and after the loss; or
  - 3. Pay the reasonable cost of getting a substitute part that reasonably matches the rest of the set as well as possible.

We do not guarantee that parts or replacements can be found. We will not have to repair or replace the entire set if one part is lost or damaged.

- B. If any total loss occurs and we pay you the amount scheduled for any individual item or collection of items, you agree to surrender the individual item or the collection of items to us. If you and we agree that you will keep the individual item or the remaining items of a collection, then our payment will be reduced by the actual cash value of the individual item, or the collection of items you keep.

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This policy and the endorsements attached to it are a legal contract. **PLEASE READ IT CAREFULLY.** Please note that all sections of this policy may not be applicable to you. Refer to your policy's Declarations Page for important information about the policy's coverages, coverage limits and coverage deductibles.

Please note that policies differ from insurance company to insurance company. Policy coverages and policy terms and conditions can be different. Please make sure you review the policy carefully and contact your agent if you have any questions. Your agent's address and phone number is listed on the policy's Declarations Page.

**Companion Property & Casualty Insurance Company**

Insurance Application - Recreational Vehicle  
 Application Date: 07/01/2008

**Recreation Insurance Agency, Inc-1122334**

1234 Main Street; Anytown, OH 44333  
 Phone: 877-758-3700; Fax: 330-665-3746  
 License #729531

**Policy Period:** 7/1/2008-7/1/2009

**Applicant Information**

Please provide information for all owners of the unit. Units titled to a corporation, trust, or partnership must have the corporation, trust, or partnership as the Primary Applicant

<b>John Smith</b> <i>Primary Applicant</i>	<b>Mary Smith</b> <i>Co-Applicant</i>	<b>Individual</b> <i>Insured Type</i>
1234 Insurance Lane; Anytown, AR 58001 <i>Mailing Address</i>		(330) 123-4567 <i>Phone Number</i>

**Driver Information**

Please list complete information for all operators of vehicles that operate the insured vehicle(s)

<b>Driver #1:</b>	<b>John Smith</b> <i>Name</i>	<b>8/19/1961</b> <i>DOB</i>	<b>Male</b> <i>Gender</i>	<b>Married</b> <i>Marital</i>	<b>42-155GALDLD5</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Regular</b> <i>Operator Type</i>	<b>0 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Named Insured</b> <i>Relation to Insured</i>	<b>15</b> <i>RV Experience (Yrs)</i>	<b>Yes</b> <i>Safety?</i>	<b>Yes</b> <i>CDL?</i>
<b>Driver #2:</b>	<b>Mary Smith</b> <i>Name</i>	<b>5/5/1969</b> <i>DOB</i>	<b>Female</b> <i>Gender</i>	<b>Married</b> <i>Marital</i>	<b>42-155K5K5K22</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Excluded</b> <i>Operator Type</i>	<b>1 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Spouse</b> <i>Relation to Insured</i>	<b>11</b> <i>RV Experience (Yrs)</i>	<b>No</b> <i>Safety?</i>	<b>No</b> <i>CDL?</i>

**Description of Covered Autos**

<b>Vehicle #1:</b>	<b>Motor Home</b> <i>Type</i>	<b>2005</b> <i>Year</i>	<b>Country Coach Allure</b> <i>Make/Model</i>	<b>15GGK5E9D2C36D517</b> <i>VIN</i>
	<b>\$1,750,000</b> <i>Rating Basis</i>	<b>Recreational Usage</b> <i>Vehicle Use*</i>	<b>N/A</b> <i>Stationary?</i>	<b>N/A</b> <i>Tied Down?</i>
	<b>Yes</b> <i>Original Owner</i>	<b>6/6/2006</b> <i>Purchase Date</i>		
	<b>1234 Main Street; Anytown, AR</b> <i>Registration Address</i>	<b>44256-2951</b>	<b>4567 North Hollywood Blvd.; Anytown, AR 58001</b> <i>Garaging Address</i>	
	<b>Chase Manhattan</b> <i>Lien Holder Name</i>	<b>75 West 3rd Street; Cleveland, AR 44142</b> <i>Lien Holder Address</i>		
	<b>Chase Manhattan</b> <i>Additional Interest Name</i>	<b>175 Montrose West Avenue; Akron, OH 44321</b> <i>Additional Interest Address</i>		
<b>Vehicle #2:</b>	<b>Travel Trailer</b> <i>Type</i>	<b>2004</b> <i>Year</i>	<b>New Horizons Century</b> <i>Make/Model</i>	<b>30GGK2E7E2C36D323</b> <i>VIN</i>
	<b>\$125,000</b> <i>Rating Basis</i>	<b>Full-Time Usage</b> <i>Vehicle Use*</i>	<b>No</b> <i>Stationary?</i>	<b>No</b> <i>Tied Down?</i>
	<b>Yes</b> <i>Original Owner</i>	<b>1/1/2005</b> <i>Purchase Date</i>		
	<b>4321 Main Street; Anytown, AR</b> <i>Registration Address</i>	<b>44256-4321</b>	<b>4567 North Hollywood Blvd.; Anytown, AR 58001</b> <i>Garaging Address</i>	
	<b>Bank One</b> <i>Lien Holder Name</i>	<b>75 3rd Street; Cleveland, AR 44256</b> <i>Lien Holder Address</i>		
	<b>John's LLC</b> <i>Additional Interest Name</i>	<b>175 Montrose West Avenue; Akron, OH 44321</b> <i>Additional Interest Address</i>		

\* **Vehicle Use Definitions:** Personal - vehicle(s) is (are) used for personal use only. Business - vehicle(s) is (are) used in a trade, profession or occupation, or is (are) used to facilitate the generation of income, or the buying, selling, display, demonstration, distribution or storage of any commodity, or is (are) used to facilitate the buying or selling of any service. Full-Time - vehicle(s) is (are) used as a residence more than 5 months per year or is used as a residence by someone that does not have a domicile separate from the vehicle.

**Underwriting Questions**

- Is any vehicle listed above on consignment or in the possession of another for the purposes of being sold or leased?  Yes  No
  - Is any insured vehicle listed above ever loaned or leased to others?  Yes  No
  - Is any insured vehicle listed above ever driven to and from a work location by any individual?  Yes  No
  - Is any insured vehicle listed above owned by two or more individuals that are not husband and wife?  Yes  No
  - Is there any existing damage on any insured vehicle listed above?  Yes  No
  - Have there been any claims (in the last 36 months) with a paid amount more than \$1,000 on any vehicle listed above?  Yes  No
  - Has any insurance covering any recreation vehicle owned by you been canceled or non-renewed by any insurer?  Yes  No
  - Does any driver listed above have any physical impairment that impacts their ability to operate any insured vehicle?  Yes  No
  - Does any insured vehicle listed above have custom equipment or unique modifications?  Yes  No
  - Is any insured vehicle listed above owned by a citizen or citizens of Canada?  Yes  No
  - Is any insured vehicle listed above garaged within 1,500 feet of a river, ocean or other tidal body of water?  Yes  No
- Please explain any YES answers to the above questions: \_\_\_\_\_



**Applicant Certification**

**IMPORTANT: Application is not complete without coverage and limit selection page attached. Applicant must read and sign.**

I hereby apply to the company for an insurance policy as set forth in this application, based on my statements and representations which are true to the best of my knowledge. I agree that this policy may be null and void from inception if I intentionally provide false or misleading information, or intentionally omit information which would materially affect acceptance of my risk.

Note: In connection with your request for a premium quotation and/or claims for benefits under this policy:(1) we may obtain consumer reports (which may include credit information) or personal or privileged information from third parties; (2) in certain circumstances such information, as well as other personal privileged information subsequently collected by us, may be disclosed to third parties and our affiliated companies without your authorization to enable such parties to provide a business, professional or insurance function in connection with your policy, and otherwise permitted by law; (3) it is your right to access and correct all personal information collected; (4) at your request we will (a) confirm whether a consumer report was requested, and if so, provide the name and address of the consumer reporting agency that furnished it; and (b) provide you more detailed information regarding our collection, use and disclosure of personal information, and your rights to access and correct such information. By signing below, you authorize our collection, use and disclosure of consumer reports and personal and privileged information for the duration of the policy or, if a claim is filed, the duration of the claim if longer.

**Insurance Fraud Warning**

**Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

**By signing this application I certify that the insured vehicles are being used for the purpose(s) indicated under each vehicle shown above. I understand that if a vehicle's usage changes during this or any subsequent policy term I am required to notify my agent or the insurance company because policy coverage exclusions may apply. I acknowledge and understand that the insurance company is relying on the above representations and certifications in providing coverage for my vehicle(s).**

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Agent Certification**

The undersigned hereby warrants and certifies that all information contained herein is correct to the best of my knowledge and that this application was completed based on information provided by the insured-applicant and signed by the insured-applicant.

Producer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Payment Authorization**

Insurance Company Name: Companion Property & Casualty Insurance Company Policy Number: \_\_\_\_\_

By providing my agent with credit card or bank account information, I agree to make payment according to my credit card statement or to allow Recreation Insurance Specialists, LLC to debit my account for the required policy premium. I understand acceptance of a check or credit card as downpayment is considered conditional acceptance until payment is honored by my bank or credit card provider and the policy will be null and void from inception if payment is not honored. I also agree that a \$25 service fee will be charged for each NSF check, that a cancellation fee of \$50 will apply if the policy is canceled prior to the effective date and that any cancellation during the policy term will be processed on a short rate basis.

I hereby authorize Recreation Insurance Specialists, LLC, on behalf of the insurance company shown above, and the financial institution shown below, to initiate an electronic debit to my account listed below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U. S. law.

Amount to debit: \_\_\_\_\_ Bank Routing Number: \_\_\_\_\_  
Bank Account Number: \_\_\_\_\_

I hereby authorize Recreation Insurance Specialists, LLC, on behalf of the insurance company shown above, and the financial institution issuing the card shown below, to initiate a charge to my account listed below. Please note that any DEBIT card must have a MasterCard or Visa logo to be eligible to be used for payment. This transaction will show Recreation Insurance Specialists, LLC as the entity that initiated the transaction. I understand that if I contest the transaction, my insurance policy may be subject to cancellation for nonpayment of premium.

Amount to charge: \_\_\_\_\_ Card Issuer's Name: \_\_\_\_\_  
Card Account Number: \_\_\_\_\_ Card Type:  Credit Card  Debit Card  
Card Expiration Date: \_\_\_\_\_ Credit Card Type:  MasterCard  Visa Card

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Companion Property & Casualty Insurance Company**

Insurance Application - Recreational Vehicle  
 Application Date: 07/01/2008

**Recreation Insurance Agency, Inc-1122334**

1234 Main Street; Anytown, OH 44333  
 Phone: 877-758-3700; Fax: 330-665-3746  
 License #729531

**Policy Period:** 7/1/2008-7/1/2009

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1234 Insurance Lane; Anytown, AR 58001 <i>Mailing Address</i>		(330) 123-4567 <i>Phone Number</i>

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Please list complete information for all operators of vehicles that operate the insured vehicle(s)

<b>Driver #1:</b>	<b>John Smith</b> <i>Name</i>	<b>8/19/1961</b> <i>DOB</i>	<b>Male</b> <i>Gender</i>	<b>Married</b> <i>Marital</i>	<b>42-155GALDLD5</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Regular</b> <i>Operator Type</i>	<b>0 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Named Insured</b> <i>Relation to Insured</i>	<b>15</b> <i>RV Experience (Yrs)</i>	<b>Yes</b> <i>Safety?</i>	<b>Yes</b> <i>CDL?</i>
<b>Driver #2:</b>	<b>Mary Smith</b> <i>Name</i>	<b>5/5/1969</b> <i>DOB</i>	<b>Female</b> <i>Gender</i>	<b>Married</b> <i>Marital</i>	<b>42-155K5K5K22</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Excluded</b> <i>Operator Type</i>	<b>1 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Spouse</b> <i>Relation to Insured</i>	<b>11</b> <i>RV Experience (Yrs)</i>	<b>No</b> <i>Safety?</i>	<b>No</b> <i>CDL?</i>
<b>Driver #3:</b>	<b>Eric Smith</b> <i>Name</i>	<b>9/20/1975</b> <i>DOB</i>	<b>Male</b> <i>Gender</i>	<b>Single</b> <i>Marital</i>	<b>42-155GALDLD5</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Regular</b> <i>Operator Type</i>	<b>0 / 1 / 0</b> <i>#ATF/Minor/Major</i>	<b>Family Member</b> <i>Relation to Insured</i>	<b>5</b> <i>RV Experience (Yrs)</i>	<b>No</b> <i>Safety?</i>	<b>Yes</b> <i>CDL?</i>
<b>Driver #4:</b>	<b>Jeff Smith</b> <i>Name</i>	<b>12/21/1973</b> <i>DOB</i>	<b>Male</b> <i>Gender</i>	<b>Married</b> <i>Marital</i>	<b>42-155XEFCJA4</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Occasional</b> <i>Operator Type</i>	<b>1 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Relative</b> <i>Relation to Insured</i>	<b>15</b> <i>RV Experience (Yrs)</i>	<b>No</b> <i>Safety?</i>	<b>No</b> <i>CDL?</i>
<b>Driver #5:</b>	<b>Mike Jones</b> <i>Name</i>	<b>9/1/1984</b> <i>DOB</i>	<b>Male</b> <i>Gender</i>	<b>Single</b> <i>Marital</i>	<b>15-231HTRACD9</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Occasional</b> <i>Operator Type</i>	<b>0 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Relative</b> <i>Relation to Insured</i>	<b>0</b> <i>RV Experience (Yrs)</i>	<b>No</b> <i>Safety?</i>	<b>No</b> <i>CDL?</i>

**Description of Covered Autos**

<b>Vehicle #1:</b>	<b>Motor Home</b> <i>Type</i>	<b>2005</b> <i>Year</i>	<b>Country Coach Allure</b> <i>Make/Model</i>		<b>15GGK5E9D2C36D517</b> <i>VIN</i>
	<b>\$1,750,000</b> <i>Rating Basis</i>	<b>Recreational Usage</b> <i>Vehicle Use*</i>	<b>N/A</b> <i>Stationary?</i>	<b>N/A</b> <i>Tied Down?</i>	<b>Yes</b> <i>Original Owner</i>
	1234 Main Street; Anytown, AR 44256-2951 <i>Registration Address</i>		4567 North Hollywood Blvd.; Anytown, AR 58001 <i>Garaging Address</i>		
	<b>Chase Manhattan</b> <i>Lien Holder Name</i>		<b>75 West 3rd Street; Cleveland, AR 44142</b> <i>Lien Holder Address</i>		
	<b>Chase Manhattan</b> <i>Additional Interest Name</i>		<b>175 Montrose West Avenue; Akron, OH 44321</b> <i>Additional Interest Address</i>		
<b>Vehicle #2:</b>	<b>Travel Trailer</b> <i>Type</i>	<b>2004</b> <i>Year</i>	<b>New Horizons Century</b> <i>Make/Model</i>		<b>30GGK2E7E2C36D323</b> <i>VIN</i>
	<b>\$125,000</b> <i>Rating Basis</i>	<b>Full-Time Usage</b> <i>Vehicle Use*</i>	<b>No</b> <i>Stationary?</i>	<b>No</b> <i>Tied Down?</i>	<b>Yes</b> <i>Original Owner</i>
	4321 Main Street; Anytown, AR 44256-4321 <i>Registration Address</i>		4567 North Hollywood Blvd.; Anytown, AR 58001 <i>Garaging Address</i>		
	<b>Bank One</b> <i>Lien Holder Name</i>		<b>75 3rd Street; Cleveland, AR 44256</b> <i>Lien Holder Address</i>		
	<b>John's LLC</b> <i>Additional Interest Name</i>		<b>175 Montrose West Avenue; Akron, OH 44321</b> <i>Additional Interest Address</i>		

\* **Vehicle Use Definitions:** **Personal** - vehicle(s) is (are) used for personal use only. **Business** - vehicle(s) is (are) used in a trade, profession or occupation, or is (are) used to facilitate the generation of income, or the buying, selling, display, demonstration, distribution or storage of any commodity, or is (are) used to facilitate the buying or selling of any service. **Full-Time** - vehicle(s) is (are) used as a residence more than 5 months per year or is used as a residence by someone that does not have a domicile separate from the vehicle.



**Description of Covered Autos (cont.)**

<b>Vehicle #3:</b>	Medium Duty Tow Vehicle	2002	Wiers Towmaster	22DD55D5D55D5D5D5		
	Type	Year	Make/Model	VIN		
	\$1,750,000	Business Usage	N/A	N/A	No	8/15/2004
	Rating Basis	Vehicle Use*	Stationary?	Tied Down?	Original Owner	Purchase Date
	1234 South Main Street; Anytown, AR 44321-1234		4567 North Hollywood Blvd.; Anytown, AR 58001			
	Registration Address		Garaging Address			
	Chase Manhattan	75 West Union Avenue; Cleveland, AR 44130				
	Lien Holder Name		Lien Holder Address			
	Vehicle #3	Address #3; City #3, OH 44321				
	Additional Interest Name		Additional Interest Address			

<b>Vehicle #4:</b>	Utility Trailer	2001	Freightliner Victory	R5R5R5RS55FB7B7B9		
	Type	Year	Make/Model	VIN		
	\$1,750,000	Recreational Usage	No	No	No	7/1/2002
	Rating Basis	Vehicle Use*	Stationary?	Tied Down?	Original Owner	Purchase Date
	1234 Main Street; Anytown, AR 44256-2951		4567 North Hollywood Blvd.; Anytown, AR 58001			
	Registration Address		Garaging Address			
	Chase Manhattan	222 Highway 43; Millersburg, AR 44975				
	Lien Holder Name		Lien Holder Address			
	Vehicle #4	Address #4; City #4, OH 44321				
	Additional Interest Name		Additional Interest Address			

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**Underwriting Questions**

- Is any vehicle listed above on consignment or in the possession of another for the purposes of being sold or leased?  Yes  No
- Is any insured vehicle listed above ever loaned or leased to others?  Yes  No
- Is any insured vehicle listed above ever driven to and from a work location by any individual?  Yes  No
- Is any insured vehicle listed above owned by two or more individuals that are not husband and wife?  Yes  No
- Is there any existing damage on any insured vehicle listed above?  Yes  No
- Have there been any claims (in the last 36 months) with a paid amount more than \$1,000 on any vehicle listed above?  Yes  No
- Has any insurance covering any recreation vehicle owned by you been canceled or non-renewed by any insurer?  Yes  No
- Does any driver listed above have any physical impairment that impacts their ability to operate any insured vehicle?  Yes  No
- Does any insured vehicle listed above have custom equipment or unique modifications?  Yes  No
- Is any insured vehicle listed above owned by a citizen or citizens of Canada?  Yes  No
- Is any insured vehicle listed above garaged within 1,500 feet of a river, ocean or other tidal body of water?  Yes  No

Please explain any YES answers to the above questions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Applicant Certification**

**IMPORTANT: Application is not complete without coverage and limit selection page attached. Applicant must read and sign:**

I hereby apply to the company for an insurance policy as set forth in this application, based on my statements and representations which are true to the best of my knowledge. I agree that this policy may be null and void from inception if I intentionally provide false or misleading information, or intentionally omit information which would materially affect acceptance of my risk.

Note: In connection with your request for a premium quotation and/or claims for benefits under this policy:(1) we may obtain consumer reports (which may include credit information) or personal or privileged information from third parties; (2) in certain circumstances such information, as well as other personal privileged information subsequently collected by us, may be disclosed to third parties and our affiliated companies without your authorization to enable such parties to provide a business, professional or insurance function in connection with your policy, and otherwise permitted by law; (3) it is your right to access and correct all personal information collected; (4) at your request we will (a) confirm whether a consumer report was requested, and if so, provide the name and address of the consumer reporting agency that furnished it; and (b) provide you more detailed information regarding our collection, use and disclosure of personal information, and your rights to access and correct such information. By signing below, you authorize our collection, use and disclosure of consumer reports and personal and privileged information for the duration of the policy or, if a claim is filed, the duration of the claim if longer.

## Insurance Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

***By signing this application I certify that the insured vehicles are being used for the purpose(s) indicated under each vehicle shown above. I understand that if a vehicle's usage changes during this or any subsequent policy term I am required to notify my agent or the insurance company because policy coverage exclusions may apply. I acknowledge and understand that the insurance company is relying on the above representations and certifications in providing coverage for my vehicle(s).***

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Agent Certification

The undersigned hereby warrants and certifies that all information contained herein is correct to the best of my knowledge and that this application was completed based on information provided by the insured-applicant and signed by the insured-applicant.

Producer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Payment Authorization

Insurance Company Name: Companion Property & Casualty Insurance Company Policy Number: \_\_\_\_\_

By providing my agent with credit card or bank account information, I agree to make payment according to my credit card statement or to allow Recreation Insurance Specialists, LLC to debit my account for the required policy premium. I understand acceptance of a check or credit card as downpayment is considered conditional acceptance until payment is honored by my bank or credit card provider and the policy will be null and void from inception if payment is not honored. I also agree that a \$25 service fee will be charged for each NSF check, that a cancellation fee of \$50 will apply if the policy is canceled prior to the effective date and that any cancellation during the policy term will be processed on a short rate basis.

I hereby authorize Recreation Insurance Specialists, LLC, on behalf of the insurance company shown above, and the financial institution shown below, to initiate an electronic debit to my account listed below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U. S. law.

Amount to debit: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

I hereby authorize Recreation Insurance Specialists, LLC, on behalf of the insurance company shown above, and the financial institution issuing the card shown below, to initiate a charge to my account listed below. Please note that any DEBIT card must have a MasterCard or Visa logo to be eligible to be used for payment. This transaction will show Recreation Insurance Specialists, LLC as the entity that initiated the transaction. I understand that if I contest the transaction, my insurance policy may be subject to cancellation for nonpayment of premium.

Amount to charge: \_\_\_\_\_

Card Issuer's Name: \_\_\_\_\_

Card Account Number: \_\_\_\_\_

Card Type:

Credit Card

Debit Card

Card Expiration Date: \_\_\_\_\_

Credit Card Type:

MasterCard

Visa Card

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONSIGNMENT COVERAGE**

With respect to the coverage(s) for which Consignment Coverage applies, the provisions of the policy apply unless modified by the endorsement.

**I. Changes to Part D- Coverage for Damage to Your Auto**

Exclusion #11 is replaced by the following:

**11.** Loss to "your covered auto" that occurs while it is in the custody of someone else for the purpose of renting or leasing it.

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.

## 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".
- C. The following is added to Definition J.:
  - 4. With respect to Coverage For Damage To Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

### 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, if 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;
- then we will provide primary insurance.

### 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. The following is added to Paragraph A. of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.
- B. The following is added to the **Payment Of Loss** Provision:

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" 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.

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

1. 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
2. To demonstrate the vehicle;

then we will provide primary insurance.

- F. 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. 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 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 (B.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.

### 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 the cancellation stated in the notice shall become the end of the policy period.
- 4. If you request a cancellation of the policy effective on the policy's effective date, and the request is made prior to the policy effective date, a cancellation fee may 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.

*SERFF Tracking Number:*      *RSHL-125728697*                      *State:*                      *Arkansas*  
*Filing Company:*              *Companion Property & Casualty*                      *State Tracking Number:*              *EFT \$50*  
*Company Tracking Number:*  
*TOI:*                      *19.0 Personal Auto*                      *Sub-TOI:*                      *19.0003 Recreational Vehicle*  
*Product Name:*              *Recreation Vehicle Product*  
*Project Name/Number:*              *Form Update Filing/AR09012008-CPCIC*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: RSHL-125728697 State: Arkansas  
Filing Company: Companion Property & Casualty State Tracking Number: EFT \$50  
Company Tracking Number:  
TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle  
Product Name: Recreation Vehicle Product  
Project Name/Number: Form Update Filing/AR09012008-CPCIC

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b> Filed	07/23/2008
<b>Comments:</b>		
<b>Attachment:</b> AR Transmittal Form - Form Revised 07 15 2008.pdf		
<b>Satisfied -Name:</b> AR Form Update Cover Letter -CPCIC	<b>Review Status:</b> Approved	07/23/2008
<b>Comments:</b>		
<b>Attachment:</b> AR Cover Letter_07 14 2008 - Form Update.pdf		
<b>Satisfied -Name:</b> AR CPCIC Filing Memorandum -Form Update	<b>Review Status:</b> Approved	07/23/2008
<b>Comments:</b>		
<b>Attachment:</b> AR Form Explanatory Memo_revised 07 15 2008.pdf		
<b>Satisfied -Name:</b> AR CPCIC Forms List - Form Update	<b>Review Status:</b> Approved	07/23/2008
<b>Comments:</b>		
<b>Attachment:</b> AR Forms List 09 01 2008 External Revised 07 15 2008.pdf		
<b>Satisfied -Name:</b> Edited Form Comparison	<b>Review Status:</b> Approved	07/23/2008
<b>Comments:</b>		
<b>Attachment:</b> Form Comparison 2008.pdf		

SERFF Tracking Number: RSHL-125728697 State: Arkansas  
Filing Company: Companion Property & Casualty State Tracking Number: EFT \$50  
Company Tracking Number:  
TOI: 19.0 Personal Auto Sub-TOI: 19.0003 Recreational Vehicle  
Product Name: Recreation Vehicle Product  
Project Name/Number: Form Update Filing/AR09012008-CPCIC

**Satisfied -Name:** Letter of Authority - CPCIC **Review Status:** Approved 07/23/2008  
**Comments:**  
**Attachment:**  
Letter of Authority\_2008.pdf

**Satisfied -Name:** AR Form Comparison - Edited **Review Status:** Approved 07/23/2008  
Forms  
**Comments:**  
**Attachment:**  
AR Form Comparison.pdf

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

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

<b>3. Group Name</b>	Companion L I C			<b>Group NAIC #</b>	661
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>		
Companion Property and Casualty Ins Co	South Carolina	12157	57-0768836		

<b>5. Company Tracking Number</b>	AR09012008-CPCIC
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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
	Bill Hobbs 231 Springside Drive Suite 150 Akron, OH 44333	President, RIS, LLC	(330) 665- 3700	(330) 665- 3746	billhobbs@risholdings. com
<b>7.</b>	Signature of authorized filer		<i>William J Hobbs</i>		
<b>8.</b>	Please print name of authorized filer		Bill Hobbs		

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

<b>9. Type of Insurance (TOI)</b>	19.0 Personal Auto
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	19.0003 Recreation Vehicle
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	N/A
<b>12. Company Program Title (Marketing title)</b>	Recreation Vehicle Insurance
<b>13. Filing Type</b>	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules [ X ] Forms [ ] Combination Rates/Rules/Forms [ ] Withdrawal [ ] Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 09/01/2008 Renewal: 09/01/2008
<b>15. Reference Filing?</b>	[ ] Yes [ X ] No
<b>16. Reference Organization (if applicable)</b>	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	7/14/2008
<b>19. Status of filing in domicile</b>	[ X ] Not Filed [ ] Pending [ ] Authorized [ ] Disapproved

**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AR09012008-CPCIC
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Please see attached cover letter.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: EFT**  
**Amount: \$50.00**

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

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

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		AR09012008-CPCIC		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Recreation Vehicle Policy	MH 00 01 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 00 01 02 07	AR-PC-07-023124
02	Amendment of Policy Provisions - Arkansas	MH 01 77 07 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 01 77 02 07	AR-PC-07-023124
03	Underinsured Motorists Coverage - Arkansas	MH 04 34 07 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 04 34 02 07	AR-PC-07-023124
04	Uninsured Motorists Coverage - Arkansas	MH 04 95 07 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 04 95 02 07	AR-PC-07-023124
05	Personal Injury Protection Coverage - Arkansas	PP 05 82 10 07	[ ] New [ X ] Replacement [ ] Withdrawn	PP 05 82 06 94	AR-PC-07-023124
06	Full Timer's Medical Payments Coverage	MH 9014 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9014 02 07	AR-PC-07-023124
07	Full Timer's Secured Storage Personal Effects Coverage	MH 9015 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9015 02 07	AR-PC-07-023124
08	Purchase Price Guarantee Coverage	MH 9020 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9020 02 07	AR-PC-07-023124
09	Scheduled Medical Benefits Coverage	MH 9023 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9023 02 07	AR-PC-07-023124
10	Replacement Cost/Purchase Price Coverage	MH 9024 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9024 02 07	AR-PC-07-023124
11	Towing Coverage	MH 9025 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9025 02 07	AR-PC-07-023124
12	Vacation Liability Coverage	MH 9026 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9026 02 07	AR-PC-07-023124
13	Valuable Personal Property Coverage	MH 9027 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9027 02 07	AR-PC-07-023124
14	Recreation Vehicle Table of Contents	MH TOC 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH TOC 02 07	AR-PC-07-023124
15	Recreation Vehicle Policy Application (Small)	RVS APP 06 08	[ X ] New [ ] Replacement [ ] Withdrawn	MH APP 02 07	AR-PC-07-023124
16	Recreation Vehicle	RVL APP 06 08	[ ] New	MH APP 02 07	AR-PC-07-

	Policy Application (Large)		<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		023124
17	Consignment Coverage	MH 9104 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



July 14, 2008

Julie Benafield Bowman, Commissioner  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201-1904

RE: Personal Lines Form Filing for  
Companion Property and Casualty Insurance Company  
Form Update Filing for Recreation Vehicle Program –**AR09012008-CPCIC**  
**SERFF # - RSHL-125728697**

Per the attached letter, Recreation Insurance Specialists, LLC has the authority to make filings on behalf of Companion Property and Casualty Insurance Company. The attached filing is for the existing recreation vehicle program for Companion Property and Casualty Insurance Company initially approved on February 15, 2007. The filing number for the last filing for the program is AR-PC-07-023124. The effective date of this filing is September 1, 2008, or upon approval.

There are several updated forms and one new form included with this filing also. Please see the attached explanatory memorandum for a detailed explanation of the changes in the forms.

Please feel free to contact me with any questions or concerns.

A handwritten signature in black ink that reads "William J. Hobbs".

Bill Hobbs, CPCU  
*President*  
Recreation Insurance Specialists, LLC  
[bill.hobbs@risholdings.com](mailto:bill.hobbs@risholdings.com)  
Phone: (330) 665-3700  
Fax: (330) 665-3746

Explanatory Memorandum  
Forms Updated  
**AR09012008-CPCIC**

There are several updated forms. The following forms have been updated:

**MH 00 01 06 08 – Recreation Vehicle Policy**

*Replaces form MH 00 01 02 07*

The definitions section has been changed to provide updated information regarding business usage. There was also formatting issues that have been fixed.

**MH 01 77 07 08 – Amendment of Policy Provisions – Arkansas**

*Replaces form MH 01 77 02 07*

The form has been changed in accordance with an ISO filing update. A section has been removed regarding automobile dealers. The ISO updated form is PP 01 77 10 07.

**MH 04 34 07 08 – Underinsured Motorists Coverage – Arkansas**

*Replaces form MH 04 34 02 07*

The form has been changed in accordance with an ISO filing update. A section has been removed regarding automobile dealers. The ISO updated form is PP 04 34 10 07. Also, the schedule has been updated to help display the information better for the insured.

**MH 04 95 07 08 – Uninsured Motorists Coverage – Arkansas**

*Replaces form MH 04 95 02 07*

The form has been changed in accordance with an ISO filing update. A section has been removed regarding automobile dealers. The ISO updated form is PP 04 95 10 07. Also, the schedule has been updated to help display the information better for the insured.

**PP 05 82 10 07 – Personal Injury Protection Coverage – Arkansas**

*Replaces form PP 05 82 06 94*

This is an ISO standardized form has been changed in an ISO filing update. A section has been removed regarding automobile dealers.

**MH 9014 06 08 – Full Timer’s Medical Payments Coverage**

*Replaces form MH 9014 02 07*

There was a change in the numbering and lettering scheme for clarity and consistency with the other forms. Also, an additional definition was added under “Insured Location” to clarify that land with a residence is not an insured residence.

**MH 9015 06 08 – Full Timer’s Secured Storage Personal Effects Coverage**

*Replaces form MH 9015 02 07*

There was a change in the numbering and lettering scheme for clarity and consistency with the other forms.

**MH 9020 06 08 – Purchase Price Guarantee Coverage**

*Replaces form MH 9020 02 07*

There was a formatting issue under the Insuring Agreement changed to clarify.

**MH 9023 06 08 – Scheduled Medical Benefits Coverage**

*Replaces form MH 9023 02 07*

There was language added to indicate that other section of the policy apply to this form. Also, under the exclusions, language was changed to clarify the form.

**MH 9024 06 08 – Replacement Cost/Purchase Price Coverage**

*Replaces form MH 9024 02 07*

The coverage limitation was changed in Section B, the Insuring Agreement, to reflect all payments made, not just payments made under B and C of that section.

**MH 9025 06 08 – Towing Coverage**

*Replaces form MH 9025 02 07*

There were formatting changes based on the defined word of “travel trailer” to make it consistent throughout the form.

**MH 9026 06 08 – Vacation Liability Coverage**

*Replaces form MH 9026 02 07*

There was a grammatical error correct in line 3 of the Insuring Agreement.

**MH 9027 06 08 – Valuable Personal Property Coverage**

*Replaces form MH 9027 02 07*

The term “Valuable Personal Property” is a defined term in this form, but there were several references to the term in the currently approved version and those references were not in quotation marks. Also, a reference was added to submitting a supplemental claim of Section A (1) and (2).

**MH TOC 06 08 – Policy Table of Contents**

*Replaces form MH TOC 02 07*

The table of contents has been replaced to match the policy.

**RVS APP 06 08 – Recreation Vehicle Application**

*Replaces form MH APP 02 07*

The look of the application has been changed to approve the appearance of the application. This version of the application is used for situations in which there is no more than two drivers listed on the policy and no more than two insured vehicles.

**RVL APP 06 08 – Recreation Vehicle Application**

*New form*

This version of the application is used for situations where there are more than two drivers or more than two vehicles insured under the policy.

The following will be a new form:

**MH 9104 07 08 – Consignment Coverage**

This form removes all exclusions for consignment coverage under the policy.

## Companion Property & Casualty Insurance Company Active Policy Forms Listing for the state of ARKANSAS effective as of 9/1/2008

FormNumber	Form Title	Form Trigger	Flesch Score	Scored with Policy	Readability Exception
DP 00 01 02 07	Policy Declarations	Mandatory Form	N/A		N/A- Not a part of the policy
IL N 016 09 03	Arkansas Fraud Statement	Mandatory Form	25.2		N/A- Current ISO Approved Form
IL P 001 01 04	OFAC Advisory Notice to Policyholders	Mandatory Form	42.05	45.00	N/A- Current ISO Approved Form
MH 00 01 06 08	Recreation Vehicle Policy	Mandatory Form	46		
MH 01 77 07 08	Amendment of Policy Provisions-Arkansas	Mandatory Form	46.9		
MH 03 24 02 07	Participating Coverage for Damage To Your Auto	If physical damage co-payment is selected	30.3	45.20	N/A- <150 Words in Form
MH 04 34 07 08	Underinsured Motorists Coverage- Arkansas	If UIM coverage is selected	37.6	44.10	
MH 04 95 07 08	Uninsured Motorists Coverage- Arkansas	If UM is selected	42.0		
MH 9000 02 07	Additional Interest Endorsement	If an AI exists on the policy	7.8	45.10	N/A- <150 Words in Form
MH 9001 02 07	Adjacent Structures Coverage	If Adjacent Structures is purchased	67.8	45.40	
MH 9002 02 07	Agreed Value Coverage	If Agreed Value is purchased	45.1		
MH 9003 02 07	Awning Replacement Coverage	If Awning Replacement is purchased	46.2		
MH 9004 02 07	Cert of Insurance- Corporation	If ownership type is corporation	47.1		
MH 9005 02 07	Cert of Insurance- Limited Liability Companies	If ownership type is LLC	49.2		
MH 9006 02 07	Cert of Insurance- Partnership	If ownership type is partnership	48.7		
MH 9007 02 07	Cert of Insurance- Trust	If ownership type is trust	51.9		
MH 9008AR 02 07	Commercial Use Endorsement- Arkansas	If commercial use is indicated	43		
MH 9009 02 07	Custom Equipment Replacement Coverage	If Custom Equipment is purchased	52.7		
MH 9010 02 07	Diminishing Deductibles	If Diminishing Deductible is purchased	49.8		

## Companion Property & Casualty Insurance Company Active Policy Forms Listing for the state of ARKANSAS effective as of 9/1/2008

FormNumber	Form Title	Form Trigger	Flesch Score	Scored with Policy	Readability Exception
MH 9011 02 07	Emergency Expense Coverage	If Emergency Expense is purchased	46.2		
MH 9012AR 02 07	Full Time Usage Endorsement- Arkansas	If Full Timer's Personal Liability is purchased	47.9		
MH 9013 02 07	Full Timer's Personal Liability Coverage	If Full Timer's Personal Liability is purchased	41.1	44.30	
MH 9014 06 08	Full Timer's Medical Payments Coverage	If Full Timers Medical Payments is purchased	52.7		
MH 9015 06 08	Full Timer's Secured Storage Personal Effects Cov	If Full Timers Secured Storage is purchased	48		
MH 9017 02 07	Medium Duty Tow Vehicle Coverage	If Personal Effects is on and MD is on policy	15.2	45.10	N/A- <150 Words in Form
MH 9018 02 07	Mexico Coverage	If Mexico coverage is purchased	46.3		
MH 9019 02 07	Personal Effects Coverage	If Personal Effects is purchased	45.3		
MH 9020 06 08	Purchase Price Guarantee Coverage	If PPG is purchased	48.9		
MH 9021 02 07	Recreation Land Motor Vehicle/Small Watercraft Cov	If Golf Cart is purchased	56.6		
MH 9022AR 02 07	Recreation Vehicle Rental Coverage-Arkansas	If rental coverage is purchased	45.1		
MH 9023 06 08	Scheduled Medical Benefits Coverage	If Scheduled Medical is purchased	48.9		
MH 9024 06 08	Replacement Cost/Purchase Price Coverage	If TLR is purchased	49		
MH 9025 06 08	Towing Coverage	If Towing is purchased	46.8		
MH 9026 06 08	Vacation Liability Coverage	If Vacation Liability is purchased	47.2		
MH 9027 06 08	Valuable Personal Property Coverage	If VPP is purchased	42.7		
MH 9028 02 07	Valuable Personal Property List	If VPP is purchased	N/A		N/A- Form is a schedule only
MH 9029 02 07	Windshield Safety Glass Coverage	If \$100 glass deductible is purchased	18.2	45.10	N/A- <150 Words in Form
MH 9032 02 07	Depreciation Buy-Back Coverage	If Depreciation Buy-Back coverage is purchased.	35.4	45.30	N/A- <150 Words in Form

## Companion Property & Casualty Insurance Company Active Policy Forms Listing for the state of ARKANSAS effective as of 9/1/2008

FormNumber	Form Title	Form Trigger	Flesch Score	Scored with Policy	Readability Exception
MH 9033 02 07	Diminishing Deductibles Express	If Diminishing Deductible Express is purchased	48.6		
MH 9064AR 02 07	Driver Exclusion Endorsement- Arkansas	If a driver will be excluded	41.5		
MH 9065AR 02 07	PIP Selection Form- Arkansas	Mandatory form for motorized units	39.9		N/A- Not a part of the policy
MH 9104 07 08	Consignment Coverage	If consignment coverage is purchased	44.7		
MH NFCRA 02 07	Notice Under the Fair Credit Reporting Act	Used in adverse action due to insurance score	N/A		N/A- Not a part of the policy
MH TOC 06 08	Recreation Vehicle Policy Table of Contents	Mandatory Form	N/A		
PP 03 09 01 05	Single Liability Limit	If CSL limit is selected.	26.3	45.20	N/A- Current ISO Approved Form
PP 04 01 06 98	Single Uninsured Motorists Limit	If combined single limit of UM is selected	32.1	45.40	N/A- Current ISO Approved Form
PP 04 02 06 98	Single Underinsured Motorists Limit	If combined single limit of UIM is selected	28.3	45.30	N/A- Current ISO Approved Form
PP 05 82 10 07	Personal Injury Protection- Arkansas	If PIP is on the policy	45.1		N/A- Current ISO Approved Form
PP 13 01 12 99	Coverage for Damage to Your Auto Exclusion	If Comp is on the policy	42.7		N/A- Current ISO Approved Form
PP 13 85 06 03	Arkansas Notice	Mandatory Form	38.3		N/A- Current ISO Approved Form
PP N 003 05 04	Named Driver Exclusion Acknowledgement	If any driver type is excluded	N/A	45.40	N/A- Not a part of the policy
PP U 003 01 06	Arkansas Uninsured Motorists Selection Form	Mandatory Form for Motorized Units	N/A		N/A- Current ISO Approved Form

**END OF REPORT**

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## RECREATION VEHICLE POLICY

### AGREEMENT

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

### DEFINITIONS

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.

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

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

D. "Business usage" means:

1. Any "insured" using "your covered auto" in a trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
2. Any "insured" using "your covered auto" in any other activity engaged in for money or other compensation, except the following:
  - a. One or more activities, not described in (b.) through (d.) below, for which no "insured" receives more than \$2,000 in total compensation for the 12 months before the beginning of the policy period;
  - b. Volunteer activities for which no money is received other than payment for expenses incurred to perform the activity;
  - c. Providing home day care expenses for which no compensation is received, other than the mutual exchange of such services; or
  - d. The rendering of home day care services to a relative of an "insured".

If either 1. or 2. above applies at any time during the policy period, "your covered auto" is being used for "business usage" regardless of whether "your covered auto" is being used for "business usage" at the exact moment of an accident or loss.

E. "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.

F. "Full time usage" means:

1. An "insured" using "your covered auto" as a residence when that "insured" does not have a domicile separate from "your covered auto"; or
2. Any "insured" using "your covered auto" as a residence for more than five months during a calendar year.

If either 1. or 2. above applies at any time during the policy period, "your covered auto" is being used for "full time usage" regardless of whether "your covered auto" is being used as a residence at the exact moment of an accident or loss.

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. "Recreation vehicle" means a "motor home" travel trailer, "pick-up camper", tent-type camper, "utility trailer", "converted medium duty tow vehicle" or "medium duty tow vehicle".

J. "Your covered auto" means:

1. Any "recreation vehicle" shown in the Declarations.
2. Any "recreation vehicle" you replace it with, but only if you notify us within thirty (30) days of such replacement. If you wait longer than thirty (30) days to tell us, you will not be covered under Part D- Coverage for Damage to your Auto of this policy until 12:01 a.m. on the day following postmark on your notice to Us. Insurance on the original "recreation vehicle" ends when you acquire possession of the replacement.

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3. A "non-owned motor home" or auto while being used as a temporary substitute, with its owner's permission, for "your covered auto" which is out of normal service because of its:
- Breakdown;
  - Repair;
  - Servicing;
  - Loss; or
  - Destruction.

This Provision (J.3.) does not apply under Part D- Coverage For Damage To Your Auto.

K. "Non-owned motor home" means:

1. A "motor home" which is not owned by you or registered to you, a "family member" or a non-resident spouse. It also means a "motor home" that you, a "family member" or a non-resident spouse do not regularly use.
2. A "converted medium duty tow vehicle" which is not owned by you or registered to you, a "family member" or a non-resident spouse. It also means a "converted medium duty tow vehicle" that you, a "family member" or a non-resident spouse do not regularly use.
3. A "medium duty tow vehicle" which is not owned by you or registered to you, a "family member" or a non-resident spouse. It also means a "medium duty tow vehicle" that you, a "family member" or a non-resident spouse do not regularly use.

Note: For the purpose of this policy We will consider a "motor home", "converted medium duty tow vehicle" or a "medium duty tow vehicle" to be owned by you if leased to you for at least six (6) continuous months under a written lease.

- L. "Motor home" means a self-propelled motor vehicle, including its permanently attached equipment, which has built in facilities for at least cooking and sleeping and is designed for recreational use.

- M. "Travel trailer" means a vehicle of the trailer or vacation variety which is towed or carried by car or truck, that is designed or constructed so as to provide living quarters consisting of at least facilities for cooking and sleeping and is used principally for recreational purposes. The trailer also includes appliances, furniture and equipment furnished by the manufacturer as standard equipment and included in the actual cost when purchased as shown in the Declarations. Subsequent replacements of the foregoing will also be included if they remain part of the trailer at the time of loss.

- N. "Pick-up camper" means a slide in camper body that is attached temporarily to a pick-up truck.

- O. "Tent-type camper means a towed vehicle whose distinguishing feature is folding walls. The lower half of the unit raises and expands to provide living quarters and the folding sidewalls are made of either **RSHL-125081754** soft canvas or a hard fiberglass or metal material.

- P. "Utility trailer" means a non-powered vehicle designed to be pulled by another motorized vehicle, but does not include a "travel trailer" or a "tent-type camper".

- Q. "Converted medium duty tow vehicle" means a self-propelled motor vehicle built on a truck chassis, including its permanently attached equipment, which has built in facilities for at least cooking, sleeping and plumbing, and is designed for recreational use.

- R. "Medium duty tow vehicle" means a self-propelled motor vehicle built on a truck chassis, including its permanently attached equipment, and which includes a coupling or hitch for connecting and pulling a "travel trailer" or "utility trailer".

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 Section Break (Continuous)

## PART A – LIABILITY COVERAGE

### 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 pre-judgment 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 "your covered auto".
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.

### SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, 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 that 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.

### 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. If "your covered auto" is used for "business usage".
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.

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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.
10. While "your covered auto" is rented or leased to any organization, or any "insured" other than you.
11. Who causes "bodily injury" to you, a "family member" or an "insured".
12. Who causes "bodily injury" or "property damage" to any person, organization, agent or employee when the "bodily injury" or "property damage" results from loading or unloading of a "motor home", "converted medium duty tow vehicle", or a "medium duty tow vehicle".
13. If "your covered auto" is used for "full time usage".
14. While using 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 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:
    - a. While "occupying" "your covered auto"; 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. If "your covered auto" is used for "full time usage".
- 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. If "your covered auto" is used in "business usage".
- 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.
- 12. Sustained while involved in a felony or any illegal activity.
- 13. If the "insured" is entitled to receive similar benefits from the United States government or its military services.
- 14. While "your covered auto" is rented or leased to any organization, or any "insured" other than you.

**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 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

### 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.

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

1. While "your covered auto" is rented or leased to any organization, or any "insured" other than you.
2. If "your covered auto" is used for "full time usage".

3. While "occupying" any motor vehicle with less than 4 wheels.
4. If "your covered auto" is used in "business usage".

**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 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 two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and

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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", including its permanently attached equipment, minus any applicable deductible shown in the Declarations. 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.

B. "Collision" means the upset of "your covered auto" or its 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".

### EXCLUSIONS

We will not pay for:

1. Loss to "your covered 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;
  - d. Latent defect;

- e. Weight of snow or ice;
- f. Rust or corrosion;
- g. Gradual deterioration;
- h. Improper maintenance;
- i. Gradual leakage of water;
- j. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered 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 designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
  - a. Radios and stereos;
  - b. Tape decks; or
  - c. Compact disc players.

This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

- a. The equipment is permanently installed in "your covered auto" or
- b. The equipment is:
  - (1) Removable from a housing unit which is permanently installed in the auto;
  - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
  - (3) In or upon "your covered auto" at the time of loss.

5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:

- a. Citizens band radios;
- b. Telephones;
- c. Two-way mobile radios;
- d. Scanning monitor receivers;
- e. Television monitor receivers;
- f. Video cassette recorders;
- g. Audio cassette recorders;
- h. Personal computers;
- i. Navigation systems;
- j. Internet access systems; or
- k. Video entertainment systems.

This Exclusion (5.) does not apply to:

- a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
- b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone; or
- c. Any electronic equipment that is permanently attached to the unit; or
- d. Any electronic equipment that is permanently attached to the unit and is located in a housing which is permanently attached to the unit.

6. Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.

7. A total loss to "your covered auto" due to destruction or confiscation by governmental or civil authorities.

This Exclusion (7.) does not apply to the interests of Loss Payees in "your covered auto".

8. Loss to equipment designed or used for the detection or location of radar or laser.

9. Loss to "your covered 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.

10. Loss to "your covered auto" that occurs while "your covered auto" is rented or leased to any organization, or any "insured" other than you.

11. Loss to "your covered auto" that occurs while it is in the custody of someone else for the purpose of selling, renting or leasing it.

12. Loss to "your covered auto" that occurs while it is used in any illegal activity.

13. Loss due to abandonment.

14. Loss due to vandalism or malicious mischief caused by, or at the order of, you, a "family member" or anyone in lawful custody of "your covered auto".

15. Loss to "your covered auto" or any part of it:

- a. Due to its conversion, embezzlement or hiding by any person entrusted with custody of "your covered auto"; or
- b. Resulting from losing "your covered auto" because of theft, fraud or trick committed by any person entrusted with custody or possession of "your covered auto".

16. Loss due to scorching, marring, scratching or breakage of internal equipment or furnishings (permanently attached or not). This exclusion will not apply to:

- a. Breakage of glass that is permanently attached to "your covered auto"; or
- b. Any such damage caused by intentional act, vandalism or riot.

17. Loss to "your covered auto" if "your covered auto" is used in "business usage".

18. Loss caused by the intentional act of, or at the direction of, you, a "family member" or a non-resident spouse.

19. Loss to awnings or cabanas that are not permanently attached to "your covered auto".

20. Loss to "your covered auto" if "your covered auto" is used for "full time usage".

21. Loss to a "pick-up camper" during loading or unloading from its carrying vehicle.

22. Loss to a "pick-up camper" due to shifting, bouncing, general wear and tear, or contact, either single or repeated, between the "pick-up camper" and its carrying vehicle. This exclusion does not apply if above damage results from a "collision" between the carrying vehicle and another object, or the carrying vehicle's upset.

23. To Non-Owned Motor Homes, including temporary substitutes.

#### 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; or
- 3. Purchase Price stated in the Declarations.

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- 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.
- D. Our limit of liability for damage to a "utility trailer" you own that is not shown in the Declarations, and that is not a replacement for a "utility trailer" shown in the Declarations, is \$2,500 each loss.
- E. We will reimburse you for payment made, or indemnify you against liability you assumed through oral or written agreement, for fire department charges up to \$250 per run, where the department is called because of a fire in, on or exposing, "your covered auto".

**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.

If we repair or replace property or otherwise reimburse for loss, We will not have to pay for any decrease in value of the property caused by the loss.

Upon settlement of a loss, salvage, if any, belongs to us. We will pay any general average or salvage charges for which you become legally liable.

**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.

**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 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" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
  2. Promptly notify the police if "your covered auto" is stolen.

3. Permit us to inspect and appraise the damaged

property before its repair or disposal.

## PART F – GENERAL PROVISIONS

### 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;
  5. Eligibility for discounts.

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 that 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:

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- 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.

**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 by you for any reason, including your non-payment of premium, 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 for any reason, including your non-payment of premium, we will refund you 90% of the pro-rata unearned premium. 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.
- 4. If you request a cancellation of the policy effective on the policy's effective date, a cancellation fee may apply.

**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.

**LOSS PAYABLE CLAUSE**

If there is a loss payee listed on your application, any claim under this policy shall be paid as interest may appear to you and the loss payee shown in the Declarations. This insurance covering the interest of the loss payee shall be void only if you or any insured commit fraud or intentionally omit pertinent facts. We reserve the right to cancel the policy (following its terms). If we do, this agreement is ended as to the loss payee's interest. We will give the same advance notice to the loss payee as we give you.

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

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 Property and Casualty Insurance  
 Company  
 51 Clemson Road,  
 Columbia, SC 29229  
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Vivian B. Gray, Secretary



Charles M. Potok, President

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### FULL TIMER'S MEDICAL PAYMENTS COVERAGE

If you pay a premium for Full Timer's-Medical Payments Coverage, the following is added to your policy.

#### A. DEFINITIONS

- 1. "Insured Location" means:
  - a. "Your covered auto" while it is parked off public roads with the engine turned off and is being used as your primary residence; or
  - b. That portion of land owned by or rented to you other than farm land; or
  - c. Any part of a premises that is not:
    - (1) Owned by you;
    - (2) Rented to you for a term that exceeds one hundred eighty (180) days; or
    - (3) Rented to you for "business" purposes.
 But only if and while you are temporarily residing on such premises.

d. A golf cart while used for golfing purposes.

3. For the purposes of this endorsement, the definition of "family member" is replaced with the following:

a. "Family member" means a person living in "your covered auto" and related to you by blood, marriage, or adoption. This includes a ward or foster child.

4. "Insured person" means you or any "family member"

5. "Bodily injury" means bodily injury, sickness or disease of any "insured", including death resulting from any of these.

6. "Accident" means an unexpected and unintended event, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" during the policy period.

7. "Medical Expenses" means expenses for reasonable and necessary medical, surgical, dental, x-ray, ambulance, hospital and funeral services, including the cost of pharmaceutical, orthopedics and prosthetic devices, which are incurred on account of "bodily injury" caused by an "accident". Such expenses must be incurred with one (1) year of the date of the "accident".

2. "Motor Vehicle" means:

- a. "Your covered auto" but not while it is parked off public roads with the engine turned off and is being used as your primary residence; or
- b. Any other motorized land vehicle designed for travel on public roads and subject to motor vehicle registration; or
- c. A trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration; or
- d. A golf cart, snowmobile or other motorized land vehicle owned by you and designed for use off public roads, while off an "insured location"; or
- e. Any vehicle being towed by or carried on a vehicle defined as a "motor vehicle" in this section.

However, "motor vehicle" does not include:

- a. A motorized land vehicle in dead storage;
- b. A boat or a trailer not being towed by or carried on a vehicle defined as a "motor vehicle" in this section;
- c. "Your covered auto" while it is parked off public roads and is being used as your primary residence; or

#### B. INSURING AGREEMENT

We will pay for "medical expenses" because of "bodily injury" to an "insured person", who is, at the time of the "accident", on an "insured location".

#### C. EXCLUSIONS

We do not provide Full Timer's Medical Payments Coverage for "bodily injury":

1. Arising out of the ownership, maintenance, use, loading or unloading of:
  - a. An aircraft;
  - b. A "motor vehicle" or
  - c. A watercraft owned or rented to you or a "family member" if the watercraft has inboard or inboard-outboard motor power of more than twenty-five (25) horsepower or is a sailing vessel, with or without auxiliary power, twenty (20) feet or more in overall length.

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This exclusion does not apply while the watercraft is stored.

2. Arising out of the rendering or failing to render professional services.
3. Arising out of or occurring at any premises:
  - a. Owned by you or a "family member";
  - b. Rented to you or a "family member"; or
  - c. Rented to others by you or a "family member",that is not an "insured location".
4. Caused by war (declared or not), any act of war, civil commotion, riot, any nuclear activity or radiation or any resulting action from any of these.
5. To an "insured person" who suffers "bodily injury" during the course of his/her employment.

6. Caused by the intentional act of you or a "family member" or at the direction of you or a "family member".
7. To any "insured person" while on the "insured location" to conduct "business" pursuits regardless of whether "business" is being conducted at the time of the "accident"
8. Arising out of the transmission of Acquired Immune Deficiency Syndrome (AIDS) or genital herpes, syphilis, gonorrhea or other venereal disease.
9. Arising out of sexual molestation, corporal punishment, physical or mental abuse.

**D. LIMIT OF LIABILITY**

We will pay up to \$10,000 for each "insured person" injured in any one "accident", provided that the most we will pay for all injuries suffered in one "accident", regardless of the number of "insured persons", is \$20,000.

**E. OTHER INSURANCE**

This insurance is excess over any other applicable insurance including, but not limited to, any applicable health or disability insurance, Medicare, or any military insurance benefits. If other insurance covers an "accident" on an excess basis, then we will pay the proportionate share that our Limit of Liability bears to the total of all applicable limits.

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### FULL TIMER'S SECURED STORAGE PERSONAL EFFECTS COVERAGE

If you pay a premium for Full Timer's Secured Storage Personal Effects Coverage, the following is added to your policy.

#### A. DEFINITIONS

The following definitions are applicable to this endorsement only.

- 1. "Personal effects" means any property owned by you or a "family member", including household and other items normally used in conjunction with "your covered auto".
- 2. "Secured storage location" means a segregated portion of a building used in a commercial storage business where access to your "personal effects" is restricted to you or your designated representative by locks, walls or cages.
- 3. "Business" includes trade, profession, occupation or the generation of income.

#### B. INSURING AGREEMENT

- 1. We will pay for direct and accidental loss of or damage to "personal effects" inside a "secured storage location", minus any applicable deductible shown in the Declarations, caused by the following:
  - a. Fire or lightning;
  - b. Explosion, smoke or smudge;
  - c. Windstorm, hail, earthquake, landslide, flood, rain, snow, sand, sleet or dust. This does not include loss to "personal effects" inside a "secured storage location" caused by rain, snow, sand, sleet or dust unless the "secured storage location" is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet or dust enters;
  - d. Riot or civil commotion;
  - e. Vandalism caused by someone other than you or a "family member";
  - f. Aircraft and missiles;
  - g. Falling objects outside the "secured storage location";
  - h. Theft, including larceny, robbery, burglary or pilferage, all subject to the following additional conditions and limitations:
    - (1) We may return any stolen property to you, along with payment for damage resulting from theft, at any time before settlement of a loss under this endorsement.

(2) Theft must be a result of forcible entry of which there is evidence by visible marks of entry made by tools, electricity, explosives, chemicals, or other physical damage.

(3) Each loss must be reported promptly to police or appropriate civil authority.

(4) We do not cover theft of "personal effects" while the "personal effects" are outside the "secured storage location".

#### C. LIMIT OF LIABILITY

The Limit of Liability for Full Timer's Secured Storage Personal Effects Coverage shall be as follows:

- 1. The aggregate Limit of Liability for any loss will be the lowest of:
  - a. The amount shown on the Declarations page for Full Timer's Secured Storage Personal Effects Coverage;
  - b. The cost of repairing or replacing the item or items with other of like kind and quality;
  - c. The applicable item limit set forth in B. or C. below; or
  - d. The applicable group limit set forth in B. or C. below.
- 2. Subject to the aggregate Limit of Liability shown on the Declarations page for Full Timer's Secured Storage Personal Effects Coverage, we will pay no more than \$500 for any loss of a single item or \$1,000 for loss of any group of items from the following groups:
  - a. Travel tickets, passports and manuscripts;
  - b. Coin collections and equipment, and stamps and collecting supplies;
  - c. All cameras and equipment used with cameras;
  - d. Any single article of jewelry, art, heirlooms, antiques and furs (including any article containing fur which represents its principal value);
  - e. Non-motorized recreational equipment, guns, fishing, golf and skiing equipment.

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3. Subject to the aggregate Limit of Liability shown on the Declarations page for Full Timer's Secured Storage Personal Effects Coverage, we will pay no more than \$500 for any loss of a single item or \$3,000 for loss of any group of items from the following groups:

- a. Personal computers, monitors, word processors and data media used for personal purposes;
- b. Devices or instruments for the transmitting, recording, receiving or reproduction of sound or pictures, including accessories, antennas, tapes, wires, records, disks or other media for use with any such device or instrument;
- c. Silverware, silver-plated flatware, gold-ware, gold-plated ware and pewter ware (including, but not limited to, flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter);
- d. Household furnishings including upholstered and non-upholstered furniture, lamps, paintings and rugs;
- e. Appliances and other equipment used in the normal use at, or for the maintenance of, a residence;
- f. Lawn and garden equipment.

4. Subject to all other applicable Limits of Liability, our Limit of Liability for loss to part of a pair or set, series of objects, pieces or panels is the lowest of:

- a. The cost to repair or replace the part that restores the set to its value before the loss;
- b. The difference between the actual cash value of the set before the loss and after the loss;
- c. The cost of a substitute part that reasonably matches the rest of the set.

We have no obligation to replace the entire set if only one part is lost or damaged.

**D. EXCLUSIONS**

- 1. We will not pay for loss:
  - a. That occurs while the "personal effects" are outside the "secured storage location";
  - b. If the "secured storage location" is being used by You for commercial or "business" purposes;
  - c. To any self-propelled vehicles or watercraft;
  - d. To deeds, documents, records, bills, money, notes, securities or other evidence of debt;
  - e. To property used in Your "business";
  - f. To articles or merchandise held as samples for storage or repair or for demonstration or sale;
  - g. To animals or birds;
  - h. Caused intentionally by or at the direction of You or a relative;
  - i. Due to abandonment;
  - j. Caused by birds, vermin, rodents, insects or domestic animals or caused by animals owned or kept by You;
  - k. That is confined to scorching as a result of fire or lightning.

**E. CONDITIONS**

- 1. If two (2) or more deductibles apply to one (1) loss, only the highest deductible will apply.
- 2. We are not obligated to pay for any diminution of value once the property has been repaired.

**F. OTHER INSURANCE**

If other insurance also covers any loss under this endorsement, our coverage will be excess over all other collectible insurance.

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## PURCHASE PRICE GUARANTEE COVERAGE

If you pay a premium for Purchase Price Guarantee Coverage, the following changes are made to your policy.

### Purchase Price Guarantee

If you pay us a premium as shown on the Declarations page for Purchase Price Guarantee coverage and "your covered auto" is less than ten "model years" old on the policy effective date shown on the Declarations, Part D- Limit of Liability is replaced with the following:

#### LIMIT OF LIABILITY

As used in this subsection:

- A. "Rating basis" is the dollar amount shown as the rating basis on the Declarations page. It should represent the original cost of "your covered auto", including any sales tax.
- B. "Total Loss" means a loss for which the cost of repairs (including parts and labor) exceeds the actual cash value of "your covered auto" at the time of loss.
- C. "Model Year" means the model year for a given calendar year that begins on January 1<sup>st</sup> and end on December 31<sup>st</sup> of such calendar year. The determination of whether "your covered auto" is less than ten "model years" old will be calculated by subtracting ten for the current model year.
- D. "Replacement Recreation Vehicle" means a vehicle of the same type as "your covered auto". If "your covered auto" is a "motor home", then a "replacement recreation vehicle" would be a "motor home" type. If "your covered auto" is a "travel trailer", then a "replacement recreation vehicle" would be a "travel trailer" type.

#### INSURING AGREEMENT

If "your covered auto" is a "total loss" and if you elect to replace "your covered auto" with a "replacement recreation vehicle", our Limit of Liability will be the "rating basis" shown on the Declarations page subject to the following:

- A. We will determine the actual cash value of "your covered auto" at the time of loss.

- B. We will pay any outstanding loan balance to your lien-holder, provided that if the outstanding loan balance exceeds the actual cash value or "rating basis", we will remit the actual cash value or "rating basis", whichever is less, less any applicable deductible and co-payment, to your lien-holder. You will be responsible for any additional payments to your lien-holder.
- C. We will make payment to you for the actual cash value, or "rating basis" of "your covered auto" at the time of loss, whichever is less, less the payment made to any lien-holder on your behalf, less any applicable deductible and co-payment.
- D. If you obtain a "replacement recreation vehicle" within one hundred eighty (180) days of our payments under **B** and **C** above, as evidenced by proof of proper title and registration, we will pay you the lesser of the following:
  1. The difference between the cost of the "replacement recreation vehicle" and the amounts paid pursuant to **B** and **C** above less any applicable deductible and co-payment, or
  2. The difference between the "rating basis" and the amounts paid pursuant to **B** and **C** above less any applicable deductible and co-payment.

However, in no event will the total of all payments made under Section B of this endorsement exceed the "rating basis".

- E. If you do not elect to obtain a "replacement recreation vehicle", our payment will be limited to the actual cash value of "your covered auto" at the time of loss or the "rating basis" whichever is less, less any applicable deductible and co-payment.
- F. Provisions of this section will **not** apply to partial losses.

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## SCHEDULED MEDICAL BENEFITS COVERAGE

If you pay a premium for Scheduled Medical benefits Coverage, the following is added to your policy.

### Schedule of Benefits

#### Qualified Bodily Injury

	Amount of Insurance	
	You	Family Member
Loss of Life	\$35,000	\$10,000
Loss of Both Hands or Both Feet	\$10,000	\$10,000
Loss of One Hand and One Foot	\$10,000	\$10,000
Loss of Both Eyes	\$10,000	\$10,000
Loss of One Eye and One Hand or One Foot	\$10,000	\$10,000
Loss of One Hand or One Foot	\$5,000	\$5,000
Loss of One Eye	\$5,000	\$5,000
Loss of Ability to Work	\$10,000	\$5,000

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Except as expressly provided in this endorsement, the "Definitions" Section, Part E- Duties After an Accident or Loss and Part F-General Provisions apply to this endorsement

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#### DEFINITIONS

- A. "Qualified bodily injury" means physical injury, including death resulting therefrom, which is caused by an "accident" and which is of a type listed on the Schedule of Benefits above.
- B. "Loss of ability to work" means that you have been unable to work for twelve (12) consecutive months after the date of injury in a profession, business or occupation for which you are reasonably suited by virtue of your education, vocational training or experience. Loss of ability to work coverage is only applicable to you.
- C. "Accident" means an unexpected and unintended event that causes a "qualified bodily injury". This includes continuous or repeated exposure to the same condition that results in a "qualified bodily injury".
- D. "Loss of hand or foot" means complete severance through or above the injured person's wrist or ankle joint.
- E. "Loss of eye" means the irreversible loss of the entire sight of the injured person's eye.

#### INSURING AGREEMENT

We will pay for a "qualified bodily injury" that is sustained by you or a "family member". This coverage only applies if the injured person is using "your covered auto" as a vacation or primary residence at the time of the "accident".

We will pay only for a "qualified bodily injury" that is caused directly by an "accident" The injured person must seek treatment for the "qualified bodily injury" within one hundred eighty (180) days of the "accident".

#### LIMIT OF LIABILITY

The most we will pay for any "qualified bodily injury" is the amount shown in the Schedule of Benefits above. However, in any "accident" the maximum we will pay:

- A. For loss of life of the named insured shown in the Declarations and the named insured's spouse is \$70,000 per "accident".
- B. For loss of life of one or more "family members" is \$10,000 per "accident".
- C. For loss of life is \$70,000 per "accident" regardless of the number of persons that have suffered loss of life in the "accident".
- D. For all "qualified bodily injury" other than loss of life that are caused by a single "accident" is \$10,000 per "accident". This is the most we will pay regardless of the number of "qualified bodily injuries" suffered by a covered person in the "accident" and regardless of the number or classification of covered persons that have suffered "qualified bodily injuries" in the "accident".
- E. If loss of life benefits are claimed with respect to any individual the most we will pay is the loss of life benefit even if that individual has other "qualified bodily injuries" that were caused by the same "accident".

#### EXCLUSIONS

We do not provide coverage for "qualified bodily injuries":

- A. That are intentionally self-inflicted.
- B. That result from the injured person's illegal or illicit activities.

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- C. That are due to war, whether declared or not, or due to hostile or warlike action in a time of peace.
- D. That ~~is~~ due to nuclear action, including nuclear radiation, radiation or radioactive contamination.
- E. That occur while "your covered auto" is in transit.
- F. That occur while "your covered auto" is rented or leased to someone other than you or a "family member".
- G. If "your covered auto" is used for "business usage".

- H. That arise out of or during the course of employment.
- I. Sustained while occupying any motorized vehicle; however, this exclusion does not apply to the following:
  1. "Your covered auto" while parked off public roads and being used as a vacation residence; or
  2. "Your covered auto" while parked off public roads and being used as a primary residence if Form MH 9013 is attached to this policy.

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### REPLACEMENT COVERAGE/PURCHASE PRICE COVERAGE

If you pay a premium for Total Loss Replacement/ Purchase Price Coverage as shown in the Schedule below, the following changes are made to your policy.

#### SCHEDULE

Unit Number:	_____	_____	_____	_____
Purchase Price:	_____	_____	_____	_____
Purchase Date:	_____	_____	_____	_____
Premium:	_____	_____	_____	_____
Current Model Year Limit:	_____	_____	_____	_____
Model Year 1 Limit:	_____	_____	_____	_____
Model Year 2 Limit:	_____	_____	_____	_____
Model Year 3 Limit:	_____	_____	_____	_____
Model Year 4 Limit:	_____	_____	_____	_____
Deductible Buy-Back	_____	_____	_____	_____

#### SECTION A- REPLACEMENT COST

If you pay us a premium for Replacement/ Purchase Price Guarantee coverage as shown in the Schedule above, and if "your covered auto" is, at the time of loss, the "current model year", "model year 1", "model year 2", "model year 3" or "model year 4", Part D- Limit of Liability is replaced with the following:

##### DEFINITIONS

As used in this subsection:

- A. "Current model year" is the twelve month period from the "purchase date" until the first anniversary of the "purchase date".
- B. "Model year 1" is the twelve month period from the first anniversary of the "purchase date" until the second anniversary of the "purchase date".
- C. "Model year 2" is the twelve month period from the second anniversary of the "purchase date" until the third anniversary of the "purchase date".
- D. "Model year 3" is the twelve month period from the third anniversary of the "purchase date" until the fourth anniversary of the "purchase date".
- E. "Model year 4" is the twelve month period from the fourth anniversary of the "purchase date" until the fifth anniversary of the "purchase date".
- F. "Purchase Date" is the date shown in the Schedule. It should be the date shown as the purchase date on the purchase agreement to buy the vehicle.

G. "Purchase Price" is the dollar amount shown as the purchase price in the Schedule. It should represent the original cost of "your covered auto", including any sales tax.

H. "Replacement Recreation Vehicle" means a recreation vehicle that has never been registered and that is a replacement for the "your covered auto" that has been declared a "total loss".

I. "Total loss" means a loss for which the cost of repairs (including parts and labor) exceeds the actual cash value of "your covered auto" at the time of loss.

##### INSURING AGREEMENT

If "your covered auto" is a "total loss" and if you elect to replace "your covered auto" then the replacement of "your covered auto" will occur as follows:

- A. We will determine the actual cash value of "your covered auto" at the time of loss.
- B. We will pay any outstanding loan balance to your lien-holder. If the outstanding balance exceeds the actual cash value or "purchase price", we will remit the actual cash value or "purchase price", whichever is less, less any applicable deductible and co-payment, to your lien-holder. You will be responsible for any additional payments to your lien-holder.

- C. We will make payment to you for the actual cash value, or "purchase price" of "your covered auto" at the time of loss, whichever is less, less the payment made to any lien-holder on your behalf, less any applicable deductible and co-payment.
- D. You must identify the "replacement recreation vehicle" and You must make arrangements for financing of the "replacement recreation vehicle". We are not responsible for payment of any costs related to that financing.

Upon delivery of the "replacement recreation vehicle", we will remit payment as follows:

1. If at the time of loss "your covered auto" is in the "current model year", we will pay the lesser of:
  - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
  - b. the difference between the amount shown as Current Model Year Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".
2. If at the time of loss "your covered auto" is in the "model year 1", we will pay the lesser of:
  - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
  - b. the difference between the amount shown as Model Year 1 Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".
3. If at the time of loss "your covered auto" is in the "model year 2", we will pay the lesser of:
  - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
  - b. the difference between the amount shown as Model Year 2 Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".

4. If at the time of loss "your covered auto" is in the "model year 3", we will pay the lesser of:
    - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
    - b. the difference between the amount shown as Model Year 3 Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".
  5. If at the time of loss "your covered auto" is in the "model year 4", we will pay the lesser of:
    - a. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle"; or
    - b. the difference between the amount shown as Model Year 4 Limit in the Schedule and the amounts previously paid under **B** and **C** above toward the purchase of the "replacement recreation vehicle".
- E.** Delivery of the "replacement recreation vehicle" must occur within one hundred eighty (180) days from the date we make payment to you of the actual cash value under **C** above. If you do not obtain a "replacement recreation vehicle" within one hundred eighty days (180), our payment will be limited to the actual cash value or "purchase price" of "your covered auto" at the time of loss, whichever is less, less any applicable deductible and co-payment.
- F.** Provisions of this section will **not** apply to partial losses.
- G.** If the Deductible Buy-Back provision is indicated in the Schedule as applicable to "your covered auto", no deductible will apply to losses payable under this endorsement.

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## SECTION B- PURCHASE PRICE GUARANTEE

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If you pay us a premium for Total Loss Replacement/ Purchase Price Guarantee coverage as shown in the Schedule above, and at the time of loss "your covered auto" is NOT, the "current model year", "model year 1", "model year 2", "model year 3" or "model year 4", Part D- Limit of Liability is replaced with the following:

### DEFINITIONS

As used in this subsection:

- A. "Current model year" is the twelve month period from the "purchase date" until the first anniversary of the "purchase date".
- B. "Model year 1" is the twelve month period from the first anniversary of the "purchase date" until the second anniversary of the "purchase date".
- C. "Model year 2" is the twelve month period from the second anniversary of the "purchase date" until the third anniversary of the "purchase date".
- D. "Model year 3" is the twelve month period from the third anniversary of the "purchase date" until the fourth anniversary of the "purchase date".
- E. "Model year 4" is the twelve month period from the fourth anniversary of the "purchase date" until the fifth anniversary of the "purchase date".
- F. "Purchase Date" is the date shown in the Schedule. It should be the date shown as the purchase date on the purchase agreement to buy the vehicle.
- G. "Purchase Price" is the dollar amount shown as the purchase price in the Schedule. It should represent the original cost of "your covered auto", including any sales tax.
- H. "Replacement Recreation Vehicle" means a recreation vehicle that has never been registered and that is a replacement for the "your covered auto" that has been declared a "total loss".
- I. "Total loss" means a loss for which the cost of repairs (including parts and labor) exceeds the actual cash value of "your covered auto" at the time of loss.

### INSURING AGREEMENT

If "your covered auto" is a "total loss" and if you elect to replace "your covered auto" then the replacement of "your covered auto" will occur as follows:

- A. We will determine the actual cash value of "your covered auto" at the time of loss.

- B. We will pay any outstanding loan balance to your lien-holder. If the outstanding balance exceeds the actual cash value or "purchase price", we will remit the actual cash value or "purchase price", whichever is less, less any applicable deductible and co-payment, to your lien-holder. You will be responsible for any additional payments to your lien-holder.
- C. We will make payment to you for the actual cash value, or "purchase price" of "your covered auto" at the time of loss, whichever is less, less the payment made to any lien-holder on your behalf, less any applicable deductible and co-payment.
- D. If you obtain a "replacement recreation vehicle" within one hundred eighty (180) days of our payment under **C** above, as evidenced by proof of proper title and registration, we will pay You the lesser of the following:
  - 1. the difference between the cost of the "replacement recreation vehicle" and the amounts previously paid under **B** and **C** above, less any applicable deductible and co-payment; or
  - 2. the difference between the "purchase price" and the amounts previously paid under **B** and **C** above less any applicable deductible or co-payment.

However, in no event will the total of all payments made under Section **B**, - **PURCHASE PRICE GUARANTEE** exceed the "purchase price".

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- E. If you do not elect to obtain a "replacement recreation vehicle", our payment will be limited to the actual cash value of "your covered auto" at the time of loss or the "purchase price" whichever is less, less any applicable deductible and co-payment.
- F. Provisions of this section will **not** apply to partial losses.
- G. If the Deductible Buy-Back provision is indicated in the Schedule as applicable to "your covered auto", no deductible will apply to losses payable under this endorsement.

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## TOWING COVERAGE

If you pay a premium for Towing Coverage the following is added to Part D- Coverage for Damage to Your Auto.

### INSURING AGREEMENT

If you pay us a premium for Towing Coverage as shown on the Declarations Page, and "your covered auto" is disabled, we will pay up to the limit of liability for towing costs to the nearest qualified facility at which repairs can be made during normal business hours.

If "your covered auto" is a "travel trailer" this coverage will apply if the vehicle pulling or towing "your covered auto" is disabled.

We will pay any labor costs if they are performed at the time and place of disablement.

No deductible applies to this coverage.

### OTHER INSURANCE

If "your covered auto" is a "travel trailer" we will only pay that portion of the towing cost associated with towing "your covered auto" unless towing coverage is not available for the vehicle pulling or towing "your covered auto". You will be required to provide proof that no towing coverage is available for the vehicle pulling "your covered auto".

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## VACATION LIABILITY COVERAGE

If you pay a premium for Vacation Liability Coverage as shown on the Declarations, the following is added to your policy.

### VACATION LIABILITY COVERAGE

Except as expressly provided in this endorsement, the "Definitions" Section, Part E- Duties After an Accident or Loss and Part F- General Provisions apply to this endorsement.

#### DEFINITIONS

- A. "Bodily injury" means bodily injury, sickness or disease of any person, except you, including death resulting from any of these.
- B. "Property Damage" means damage to or loss of use of tangible property owned by someone other than you.
- C. "Accident" means an unexpected and unintended event that causes "bodily injury" or "property damage". The bodily injury and property damage arises out of your personal actions or the use of "your covered auto" as a vacation residence. "Accident" includes continuous or repeated exposure to the same conditions.

#### INSURING AGREEMENT

We will pay damages (except punitive damages) for "bodily injury" or "property damage" for which you are legally liable because of an "accident". This coverage applies only if the "accident" occurs while you are using "your covered auto" as a vacation residence.

We will defend any claim as we see fit. We will not however, be responsible to defend any lawsuit or make additional payment after we have paid or offered to pay the Limit of Liability set forth in this endorsement.

#### LIMIT OF LIABILITY

If the limit of liability shown on the Declarations page for this coverage is a split limit, then the limit for each person is the most we will pay for all "bodily injury" and "property damage" for any one person in an "accident". The limit shown per accident is the most we will pay for all "bodily injury" and "property damage" for all persons regardless of the number of injured persons or claims made.

If the limit of liability shown on the Declarations page for this coverage is a combined limit, then the limit shown is the most we will pay for all "bodily injury" and "property damage" resulting from one "accident" regardless of the number of injured persons or claims made.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any Full Timer's Personal Liability Coverage provided by this policy.

#### SUPPLEMENTARY PAYMENTS

In addition to the Limit of Liability shown on the Declarations page we will pay:

- A. Expenses incurred by us and costs taxed against you in any suit we defend.
- B. Premiums on bonds required in a suit defended by us, but not for any bond amount greater than the Limit of Liability (We are not obligated to apply for or furnish any bond),
- C. Expenses incurred by you at our request. This includes up to \$200 per day actual loss of earnings, for assisting us in the investigation of any claim or suit.
- D. Interest on the entire entered judgment until we pay, formally offer, or deposit in court that part of the judgment which does not exceed the limit of our liability on that judgment.

#### EXCLUSIONS

We do not cover and our duty to defend does not apply to:

- A. Any "accident" if "your covered auto" is used in any "business usage".
- B. Claims arising out of the rendering or failing to render professional services.
- C. Claims arising out of the ownership, maintenance, use, loading or unloading of:
  1. Any vehicle with a motor;
  2. Any aircraft; or
  3. Any watercraft.

This exclusion does not apply to "your covered auto".

- D. Claims arising directly or indirectly by war, whether declared or not, hostile or warlike action in time of peace, riot or civil disorder.
- E. Claims arising out of liability assumed in any oral or written contract or agreement.
- F. Claims for damage to property:

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1. Owned by you;
  2. Rented to you;
  3. Occupied by you; or
  4. In your care.
- G.** Claims of any person eligible to receive any benefits required to be provided by you under any workers' compensation, non-occupational disability or occupational disease law.
- H.** Claims arising out of nuclear reaction, radiation or radioactive contamination.
- I.** Claims that are expected or intended by you.
- J.** Claims arising while "your covered auto" is in transit.
- K.** Claims arising out of your illegal or illicit activities.
- L.** Claims that occur while "your covered auto" is rented to others.
- M.** Claims arising out of the transmission of any sexually transmitted disease or condition, caused wholly or in part by the actions of the "insured".
- N.** Claims arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants at or from "your covered auto" or your vacation residence.
- O.** Claims arising out of loss, cost or expense from any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize pollutants.
- P.** Claims that occur while "your covered auto" is used as a primary residence.
- Q.** Claims involving a "your covered auto" for which no Limit of Liability is shown for this coverage on the Declarations.

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## VALUABLE PERSONAL PROPERTY COVERAGE

If you pay a premium for Valuable Personal Property Coverage, we will pay you for the sudden, direct and accidental Loss to Valuable Personal Property.

### DEFINITIONS

The following definitions are applicable to this endorsement only.

- A. "Valuable personal property" means any property owned by you or a "family member" including household or other items normally used in conjunction with "your covered auto" and which has been scheduled with a declared value on Form MH 9028 attached to this policy.
- B. "Secured storage location" means a segregated portion of a building used in a commercial storage business where access to your property is restricted to you or your designated representative by locks, walls, or cages.
- C. "Business" includes trade, profession, occupation or the generation of income.

### INSURING AGREEMENT

A. We will pay for loss to "valuable personal property", minus any applicable deductible shown in the Declarations, caused by the following:

1. Fire or lightning;
2. Explosion, smoke or smudge;
3. Windstorm, hail, earthquake, landslide or flood. This does not include loss to "valuable personal property" inside "your covered auto", caused by rain, snow, sand, sleet or dust, unless "your covered auto" is first damaged by the direct force of wind or hail, creating an opening through which the rain, snow, sand, sleet or dust enters;
4. Riot or civil commotion;
5. Vandalism;
6. Aircraft and missiles;
7. Falling objects;
8. Collision, as defined in Part D of the Recreation Vehicle Policy; or
9. Theft, robbery, larceny or pilferage.

### LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations is the most we will pay for all claims arising from a single occurrence for loss to "valuable personal property".

### EXCLUSIONS

A. We will not pay for loss:

1. To any self-propelled vehicles or watercraft;
2. To deeds, documents, records, bills, money (other than coin collections), notes, securities or other evidence of debt;
3. To any property used in your "business";
4. To property of employees;
5. To property covered by other insurance;
6. Caused by you or a "family member";
7. That occurs to "valuable personal property" contained in "your covered auto" while "your covered auto" is under a rental or lease agreement.
8. That occurs to "valuable personal property" contained in "your covered auto" while "your covered auto" is 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.
9. That occurs to "valuable personal property" contained in "your covered auto" while "your covered auto" is in the custody of someone else for the purpose of selling, renting or leasing it;
10. Due to abandonment;
11. Due to vandalism or malicious mischief caused by, or at the order of you, a "family member" or anyone in lawful custody of "your covered auto" if the "valuable personal property" is contained in that "your covered auto" at the time of loss;
12. Due to conversion, embezzlement or hiding by any person entrusted with custody of "your covered auto", if the "valuable personal property" is contained in that "your covered auto" at the time of loss;
13. Resulting from the owner losing "your covered auto" because of theft, fraud or trick committed any person entrusted with custody or possession of "your covered auto" if the "valuable personal property" is contained in that "your covered auto" at the time of loss;

- 14. To "valuable personal property" contained in "your covered auto" if "your covered auto" is being used in "full time usage";
- 15. To property of anyone other than you or a "family member";
- 16. That occurs to "valuable personal property" contained in "your covered auto" if "your covered auto" is for "business usage";
- 17. Due to mysterious disappearance;
- 18. To animals of any kind;
- 19. Due and confined to:
  - a. Wear and tear;
  - b. Rust or corrosion;
  - c. Gradual deterioration;
  - d. Neglect.
- 20. 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.
- 21. To fine art caused by any attempt of restoration or repair.
- 22. To fine art caused while it is on public display.
- 23. To property in a "secured storage location".

**CONDITIONS**

- A. The DEFINITIONS section and the provisions of PART E and PART F of the Recreation Vehicle Policy also extend to this coverage endorsement.
- B. A \$100 deductible will apply to each loss caused by theft, robbery, larceny or pilferage. This deductible is in addition to any other applicable deductible shown on the Declarations page.
- C. Loss due to theft of "valuable personal property" located inside "your covered auto" must be proven by visible evidence of forcible entry.
- D. You are responsible for providing reasonable safekeeping for "valuable personal property" located outside "your covered auto".
- E. You must report any theft, robbery, larceny or pilferage to the policy within twenty-four (24) hours after you discover it.

- F. We may return any stolen property along with payment for any damage resulting from the theft, at any time before settlement of a loss under this coverage.

**AMOUNT AND METHOD OF SETTLEMENT**

- A. Except as otherwise provided in this policy or this endorsement, and subject to the Limit of Liability, we will pay for loss to valuable personal property up to the least of the following:
  - 1. The amount necessary to replace your property with new property at the time of loss. You will be required to provide proof that the property has been replaced with property of like kind and quality. If you decide not to replace the property payment will be based on the actual cash value at the time of loss. If you decide to replace your property replacement when that replacement occurs more than one hundred eighty (180) days of the date of loss. You may make a supplemental claim within one hundred eighty (180) days after the date of loss for an additional payment if you subsequently decide to replace the property. All supplemental claims must have been a result of the damage from the original loss.
  - 2. The amount for which your property could reasonably be repaired to its condition immediately before the loss with no deduction for depreciation of the damaged parts. If you decide not to repair the property, payment will be made on an actual cash value basis. You may make a supplemental claim within one hundred eighty (180) days after the date of loss for an additional payment if you subsequently decide to repair the property. All supplemental claims must have been a result of the original loss.
  - 3. The limit of Valuable Personal Property coverage shown on the Declarations as modified by any applicable provisions of this section.
  - 4. The amount shown for the item on Form 9028 attached to this policy.
- B. We may settle the loss by:
  - 1. Paying the amount of valuable personal property coverage in money; or
  - 2. Paying the cost of repairing the damage; or
  - 3. Replacing the damaged or destroyed valuable personal property with valuable personal property of like description, condition, quality and value.

Our payment will be reduced by any applicable deductible.

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**OTHER INSURANCE**

If other insurance covers a loss also covered under this endorsement, we will pay the proportionate share that our Limit of Liability bears to the total of all applicable limits.

**PAIRS AND SETS**

- A. If there is a loss to a pair or set, series of objects, pieces or panels, we may:
  - 1. Repair or replace the part that restores the set to its value before the loss; or
  - 2. Pay the difference between the actual cash value of the set before and after the loss; or
  - 3. Pay the reasonable cost of getting a substitute part that reasonably matches the rest of the set as well as possible.

We do not guarantee that parts or replacements can be found. We will not have to repair or replace the entire set if one part is lost or damaged.

- B. If any total loss occurs and we pay you the amount scheduled for any individual item or collection of items, you agree to surrender the individual item or the collection of items to us. If you and we agree that you will keep the individual item or the remaining items of a collection, then our payment will be reduced by the actual cash value of the individual item, or the collection of items you keep.

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This policy and the endorsements attached to it are a legal contract. PLEASE READ IT CAREFULLY. Please note that all sections of this policy may not be applicable to you. Refer to your policy's Declarations Page for important information about the policy's coverages, coverage limits and coverage deductibles.

Please note that policies differ from insurance company to insurance company. Policy coverages and policy terms and conditions can be different. Please make sure you review the policy carefully and contact your agent if you have any questions. Your agent's address and phone number is listed on the policy's Declarations Page.

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# Companion P&C

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(803) 735-0672 | (800) 845-2724  
www.CompanionGroup.com

June 6, 2008

Mr. Bill Hobbs, President  
RIS Holdings, LLC  
Recreation Insurance Specialists, LLC  
175 Montrose West Avenue, Suite 440  
Akron, OH 44321

Re: Letter of Authority

Dear Bill:

Please accept this letter as a Letter of Authority to permit Recreation Insurance Specialists, L.L.C. to make rate, rule and form filings on behalf of Companion Property and Casualty Insurance Company, NAIC # 12157 and Companion Commercial Insurance Company, NAIC # 10794.

This letter gives complete authority to Recreation Insurance Specialists, L.L.C. to submit rate, rule and form filings and have communication with all state departments of insurance relative to those filings. This authority remains in force until rescinded in writing by Companion.

Sincerely,

Curtis C. Stewart  
Vice President and Chief Financial Officer  
Companion Property and Casualty Group

Competence. Caring. Character.

Companion Property & Casualty sets the national standard for value-added insurance products and solutions by providing superior service and security for our customers, employees and owners.

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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".

**C.** The following is added to Definition **J.**:

4. With respect to Coverage For Damage To Your Auto only, any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for any other vehicle described in this definition while it is out of normal use because of its breakdown, repair or servicing.

**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, if 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; then we will provide primary insurance.

**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.** The following is added to Paragraph **A.** of the **Insuring Agreement** Provision:

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

**B.** The following is added to the **Payment Of Loss** Provision:

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If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. ¶

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then we will provide primary insurance.

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

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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" 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.

**E. 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, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

1. 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
2. To demonstrate the vehicle;

then we will provide primary insurance.

**F. 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. 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

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- 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 (B.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.

**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 the cancellation stated in the notice shall become the end of the policy period.
- 4. If you request a cancellation of the policy effective on the policy's effective date, and the request is made prior to the policy effective date, a cancellation fee may apply.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE – ARKANSAS

SCHEDULE

Limit Of Liability	
\$	each person
\$	each accident

Deleted: If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

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.

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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.
  3. While "occupying" "your covered auto" under a rental or lease agreement.
  4. If "your covered auto" is used for "full time usage".
  5. While "occupying" any motor vehicle with less than four wheels.
  6. If "your covered auto" is used for "business usage".
- 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.

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However, if 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;
- then we will provide primary insurance.

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.

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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.

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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
Bodily Injury And Property Damage	\$ each person
	\$ each accident
	\$ each accident
Bodily Injury Only	\$ 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:

- "Bodily injury" sustained by an "insured" and caused by an accident; and
- "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:

- You or any "family member".
- Any other person "occupying" "your covered auto".
- 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:

- To which no liability bond or policy applies at the time of the accident.
- 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.
- Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
  - You or any "family member";
  - A vehicle which you or any "family member" are "occupying"; or
  - "Your covered auto".
- To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
  - Denies coverage; or
  - Is or becomes insolvent within one year of the date of the accident.

Deleted: 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).

Deleted: If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced. ¶

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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.
  5. While "occupying" "your covered auto" under a rental or lease agreement.

6. If "your covered auto" is used for "full time usage".
  7. While "occupying" any motor vehicle with less than four wheels.
  8. If "your covered auto" is used for "business usage".
- 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.

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- 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, if 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;
- then we will provide primary insurance.

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.

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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**

Benefits	Vehicle to Which Benefit Applies	Limit of Liability	Premium
<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 A 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 A 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 A of this policy.  <input type="checkbox"/> _____.	\$5,000 per person	\$ _____
Total Premium			\$ _____

**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;

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- (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

Deleted: duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member" 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; ¶  
 personal injury protection benefits shall extend to such loaned "motor vehicle" only to the extent of the coverage provided, if any, to the "your covered auto" being repaired or serviced. ¶

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Deleted: 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 ¶

Deleted: 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.

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;

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- 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, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

- 1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
  - a. Breakdown;
  - b. Repair; or
  - c. Servicing; or
- 2. To demonstrate the "motor vehicle"; then we will provide primary insurance.

- 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, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member":

- 1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its:
  - a. Breakdown;
  - b. Repair; or
  - c. Servicing; or
- 2. To demonstrate the "motor vehicle"; then we will provide primary insurance.

**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.

**Deleted:** 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; ¶

**Deleted:** However, if a duly licensed automobile dealer provides a "motor vehicle" to the "named insured" or a "family member": ¶

- 1. For use as a temporary substitute for any other "your covered auto" while it is out of normal use because of its: ¶
  - a. Breakdown; ¶
  - b. Repair; or ¶
  - c. Servicing; or ¶
- 2. To demonstrate the "motor vehicle"; ¶ then we will provide primary insurance. ¶

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

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#### IV. PART F – GENERAL PROVISIONS

**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.

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.

Deleted: 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.

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

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*SERFF Tracking Number:* RSHL-125728697      *State:* Arkansas  
*Filing Company:* Companion Property & Casualty      *State Tracking Number:* EFT \$50  
*Company Tracking Number:*  
*TOI:* 19.0 Personal Auto      *Sub-TOI:* 19.0003 Recreational Vehicle  
*Product Name:* Recreation Vehicle Product  
*Project Name/Number:* Form Update Filing/AR09012008-CPCIC

## Superseded Attachments

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

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Underinsured Motorists Coverage - Arkansas	07/14/2008	MH 04 34 01 08 (UIM).pdf
No original date	Form	Uninsured Motorists Coverage - Arkansas	07/14/2008	MH 04 95 01 08 (UM).pdf
No original date	Form	Recreation Vehicle Application (Small)	07/14/2008	AR RVS APP 06 08.pdf
No original date	Form	Recreation Vehicle Application (Large)	07/14/2008	AR RVL APP 06 08.pdf
No original date	Supporting Document	Uniform Transmittal Document-Property & Casualty	07/10/2008	AR Transmittal Form - Form.pdf
No original date	Supporting Document	AR CPCIC Filing Memorandum - Form Update	07/14/2008	AR Form Explanatory Memo_revised.pdf
No original date	Supporting Document	AR CPCIC Forms List - Form Update	07/14/2008	AR Forms List 09 01 2008 External.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNDERINSURED MOTORISTS COVERAGE – ARKANSAS**

**SCHEDULE**

Limit Of Liability	
\$	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".

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

**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.
  3. While "occupying" "your covered auto" under a rental or lease agreement.
  4. If "your covered auto" is used for "full time usage".
  5. While "occupying" any motor vehicle with less than four wheels.
  6. If "your covered auto" is used for "business usage".
- 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, if 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;

then we will provide primary insurance.

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
Bodily Injury And Property Damage	\$ each person
	\$ each accident
	\$ each accident
Bodily Injury Only	\$ 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.

If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definition of "your covered auto" while it is out of normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.

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.
  5. While "occupying" "your covered auto" under a rental or lease agreement.

6. If "your covered auto" is used for "full time usage".
  7. While "occupying" any motor vehicle with less than four wheels.
  8. If "your covered auto" is used for "business usage".
- 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, if 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;
- then we will provide primary insurance.

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.

**Companion Property & Casualty Insurance Company**

Insurance Application - Recreational Vehicle  
 Application Date: 07/01/2008

**Recreation Insurance Agency, Inc-1122334**

1234 Main Street; Anytown, OH 44333  
 Phone: 877-758-3700; Fax: 330-665-3746  
 License #729531

**Policy Period:** 7/1/2008-7/1/2009

**Applicant Information**

Please provide information for all owners of the unit. Units titled to a corporation, trust, or partnership must have the corporation, trust, or partnership as the Primary Applicant

John Smith	Mary Smith	Individual
Primary Applicant	Co-Applicant	Insured Type
1234 Insurance Lane; Anytown, AR 58001		(330) 123-4567
Mailing Address		Phone Number

**Driver Information**

Please list complete information for all operators of vehicles that operate the insured vehicle(s)

<b>Driver #1:</b>	John Smith	8/19/1961	Male	Married	42-155GALDLD5	Arkansas
	Name	DOB	Gender	Marital	License #	License State
	Regular	0 / 0 / 0	Named Insured	15	Yes	Yes
	Operator Type	#ATF/Minor/Major	Relation to Insured	RV Experience (Yrs)	Safety?	CDL?
<b>Driver #2:</b>	Mary Smith	5/5/1969	Female	Married	42-155K5K5K22	Arkansas
	Name	DOB	Gender	Marital	License #	License State
	Excluded	1 / 0 / 0	Spouse	11	No	No
	Operator Type	#ATF/Minor/Major	Relation to Insured	RV Experience (Yrs)	Safety?	CDL?

**Description of Covered Autos**

<b>Vehicle #1:</b>	Motor Home	2005	Country Coach Allure	15GGK5E9D2C36D517
	Type	Year	Make/Model	VIN
	\$1,750,000	Recreational Usage	N/A	N/A
	Rating Basis	Vehicle Use*	Stationary?	Tied Down?
	1234 Main Street; Anytown, AR 44256-2951		4567 North Hollywood Blvd.; Anytown, AR 58001	
	Registration Address		Garaging Address	
	Chase Manhattan		75 West 3rd Street; Cleveland, AR 44142	
	Lien Holder Name		Lien Holder Address	
	Chase Manhattan		175 Montrose West Avenue; Akron, OH 44321	
	Additional Interest Name		Additional Interest Address	
<b>Vehicle #2:</b>	Travel Trailer	2004	New Horizons Century	30GGK2E7E2C36D323
	Type	Year	Make/Model	VIN
	\$125,000	Full-Time Usage	No	No
	Rating Basis	Vehicle Use*	Stationary?	Tied Down?
	4321 Main Street; Anytown, AR 44256-4321		4567 North Hollywood Blvd.; Anytown, AR 58001	
	Registration Address		Garaging Address	
	Bank One		75 3rd Street; Cleveland, AR 44256	
	Lien Holder Name		Lien Holder Address	
	John's LLC		175 Montrose West Avenue; Akron, OH 44321	
	Additional Interest Name		Additional Interest Address	

\* **Vehicle Use Definitions:** Personal - utility trailer(s) is (are) used for personal use only. Business - utility trailer(s) is (are) used in a trade, profession or occupation, or is used to facilitate the generation of income, or the buying, selling, display, demonstration, distribution or storage of any commodity, or is used to facilitate the buying or selling of any service.

**Underwriting Questions**

Is any vehicle listed above on consignment or in the possession of another for the purposes of being sold or leased?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any insured vehicle listed above ever loaned or leased to others?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any insured vehicle listed above ever driven to and from a work location by any individual?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any insured vehicle listed above owned by two or more individuals that are not husband and wife?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is there any existing damage on any insured vehicle listed above?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have there been any claims (in the last 36 months) with a paid amount more than \$1,000 on any vehicle listed above?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has any insurance covering any recreation vehicle owned by you been canceled or non-renewed by any insurer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does any driver listed above have any physical impairment that impacts their ability to operate any insured vehicle?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does any insured vehicle listed above have custom equipment or unique modifications?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any insured vehicle listed above owned by a citizen or citizens of Canada?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is any insured vehicle listed above garaged within 1,500 feet of a river, ocean or other tidal body of water?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Please explain any YES answers to the above questions: _____		
_____		
_____		

**Applicant Certification**

**IMPORTANT: Application is not complete without coverage and limit selection page attached. Applicant must read and sign:**

I hereby apply to the company for an insurance policy as set forth in this application, based on my statements and representations which are true to the best of my knowledge. I agree that this policy may be null and void from inception if I intentionally provide false or misleading information, or intentionally omit information which would materially affect acceptance of my risk.

Note: In connection with your request for a premium quotation and/or claims for benefits under this policy:(1) we may obtain consumer reports (which may include credit information) or personal or privileged information from third parties; (2) in certain circumstances such information, as well as other personal privileged information subsequently collected by us, may be disclosed to third parties and our affiliated companies without your authorization to enable such parties to provide a business, professional or insurance function in connection with your policy, and otherwise permitted by law; (3) it is your right to access and correct all personal information collected; (4) at your request we will (a) confirm whether a consumer report was requested, and if so, provide the name and address of the consumer reporting agency that furnished it; and (b) provide you more detailed information regarding our collection, use and disclosure of personal information, and your rights to access and correct such information. By signing below, you authorize our collection, use and disclosure of consumer reports and personal and privileged information for the duration of the policy or, if a claim is filed, the duration of the claim if longer.

**Insurance Fraud Warning**

**Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.**

**By signing this application I certify that the insured vehicles are being used for the purpose(s) indicated under each vehicle shown above. I understand that if a vehicle's usage changes during this or any subsequent policy term I am required to notify my agent or the insurance company because policy coverage exclusions may apply. I acknowledge and understand that the insurance company is relying on the above representations and certifications in providing coverage for my vehicle(s).**

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Agent Certification**

The undersigned hereby warrants and certifies that all information contained herein is correct to the best of my knowledge and that this application was completed based on information provided by the insured-applicant and signed by the insured-applicant.

Producer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Payment Authorization**

Insurance Company Name: Companion Property & Casualty Insurance Company Policy Number: \_\_\_\_\_

By providing my agent with credit card or bank account information, I agree to make payment according to my credit card statement or to allow Recreation Insurance Specialists, LLC to debit my account for the required policy premium. I understand acceptance of a check or credit card as downpayment is considered conditional acceptance until payment is honored by my bank or credit card provider and the policy will be null and void from inception if payment is not honored. I also agree that a \$25 service fee will be charged for each NSF check, that a cancellation fee of \$50 will apply if the policy is canceled prior to the effective date and that any cancellation during the policy term will be processed on a short rate basis.

I hereby authorize Recreation Insurance Specialists, LLC, on behalf of the insurance company shown above, and the financial institution shown below, to initiate an electronic debit to my account listed below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U. S. law.

Amount to debit: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

I hereby authorize Recreation Insurance Specialists, LLC, on behalf of the insurance company shown above, and the financial institution issuing the card shown below, to initiate a charge to my account listed below. Please note that any DEBIT card must have a MasterCard or Visa logo to be eligible to be used for payment. This transaction will show Recreation Insurance Specialists, LLC as the entity that initiated the transaction. I understand that if I contest the transaction, my insurance policy may be subject to cancellation for nonpayment of premium.

Amount to charge: \_\_\_\_\_

Card Issuer's Name: \_\_\_\_\_

Card Account Number: \_\_\_\_\_

Card Type:  Credit Card  Debit Card

Card Expiration Date: \_\_\_\_\_

Credit Card Type:  MasterCard  Visa Card

Applicant's Signature: \_\_\_\_\_  
RVS APP 06 08

Date: \_\_\_\_\_

**Companion Property & Casualty Insurance Company**

Insurance Application - Recreational Vehicle  
 Application Date: 07/01/2008

**Recreation Insurance Agency, Inc-1122334**

1234 Main Street; Anytown, OH 44333  
 Phone: 877-758-3700; Fax: 330-665-3746  
 License #729531

**Policy Period:** 7/1/2008-7/1/2009

**Applicant Information**

Please provide information for all owners of the unit. Units titled to a corporation, trust, or partnership must have the corporation, trust, or partnership as the Primary Applicant

<b>John Smith</b> <i>Primary Applicant</i>	<b>Mary Smith</b> <i>Co-Applicant</i>	<b>Individual</b> <i>Insured Type</i>
1234 Insurance Lane; Anytown, AR 58001		(330) 123-4567
<i>Mailing Address</i>		<i>Phone Number</i>

**Driver Information**

Please list complete information for all operators of vehicles that operate the insured vehicle(s)

<b>Driver #1:</b>	<b>John Smith</b> <i>Name</i>	<b>8/19/1961</b> <i>DOB</i>	<b>Male</b> <i>Gender</i>	<b>Married</b> <i>Marital</i>	<b>42-155GALDLD5</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Regular</b> <i>Operator Type</i>	<b>0 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Named Insured</b> <i>Relation to Insured</i>	<b>15</b> <i>RV Experience (Yrs)</i>	<b>Yes</b> <i>Safety?</i>	<b>Yes</b> <i>CDL?</i>
<b>Driver #2:</b>	<b>Mary Smith</b> <i>Name</i>	<b>5/5/1969</b> <i>DOB</i>	<b>Female</b> <i>Gender</i>	<b>Married</b> <i>Marital</i>	<b>42-155K5K5K22</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Excluded</b> <i>Operator Type</i>	<b>1 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Spouse</b> <i>Relation to Insured</i>	<b>11</b> <i>RV Experience (Yrs)</i>	<b>No</b> <i>Safety?</i>	<b>No</b> <i>CDL?</i>
<b>Driver #3:</b>	<b>Eric Smith</b> <i>Name</i>	<b>9/20/1975</b> <i>DOB</i>	<b>Male</b> <i>Gender</i>	<b>Single</b> <i>Marital</i>	<b>42-155GALDLD5</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Regular</b> <i>Operator Type</i>	<b>0 / 1 / 0</b> <i>#ATF/Minor/Major</i>	<b>Family Member</b> <i>Relation to Insured</i>	<b>5</b> <i>RV Experience (Yrs)</i>	<b>No</b> <i>Safety?</i>	<b>Yes</b> <i>CDL?</i>
<b>Driver #4:</b>	<b>Jeff Smith</b> <i>Name</i>	<b>12/21/1973</b> <i>DOB</i>	<b>Male</b> <i>Gender</i>	<b>Married</b> <i>Marital</i>	<b>42-155XEFCJA4</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Occasional</b> <i>Operator Type</i>	<b>1 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Relative</b> <i>Relation to Insured</i>	<b>15</b> <i>RV Experience (Yrs)</i>	<b>No</b> <i>Safety?</i>	<b>No</b> <i>CDL?</i>
<b>Driver #5:</b>	<b>Mike Jones</b> <i>Name</i>	<b>9/1/1984</b> <i>DOB</i>	<b>Male</b> <i>Gender</i>	<b>Single</b> <i>Marital</i>	<b>15-231HTRACD9</b> <i>License #</i>	<b>Arkansas</b> <i>License State</i>
	<b>Occasional</b> <i>Operator Type</i>	<b>0 / 0 / 0</b> <i>#ATF/Minor/Major</i>	<b>Relative</b> <i>Relation to Insured</i>	<b>0</b> <i>RV Experience (Yrs)</i>	<b>No</b> <i>Safety?</i>	<b>No</b> <i>CDL?</i>

**Description of Covered Autos**

<b>Vehicle #1:</b>	<b>Motor Home</b> <i>Type</i>	<b>2005</b> <i>Year</i>	<b>Country Coach Allure</b> <i>Make/Model</i>	<b>15GGK5E9D2C36D517</b> <i>VIN</i>
	<b>\$1,750,000</b> <i>Rating Basis</i>	<b>Recreational Usage</b> <i>Vehicle Use*</i>	<b>N/A</b> <i>Stationary?</i>	<b>N/A</b> <i>Tied Down?</i>
	<b>Yes</b> <i>Original Owner</i>	<b>6/6/2006</b> <i>Purchase Date</i>		
	<b>1234 Main Street; Anytown, AR 44256-2951</b> <i>Registration Address</i>	<b>4567 North Hollywood Blvd.; Anytown, AR 58001</b> <i>Garaging Address</i>		
	<b>Chase Manhattan</b> <i>Lien Holder Name</i>	<b>75 West 3rd Street; Cleveland, AR 44142</b> <i>Lien Holder Address</i>		
	<b>Chase Manhattan</b> <i>Additional Interest Name</i>	<b>175 Montrose West Avenue; Akron, OH 44321</b> <i>Additional Interest Address</i>		
<b>Vehicle #2:</b>	<b>Travel Trailer</b> <i>Type</i>	<b>2004</b> <i>Year</i>	<b>New Horizons Century</b> <i>Make/Model</i>	<b>30GGK2E7E2C36D323</b> <i>VIN</i>
	<b>\$125,000</b> <i>Rating Basis</i>	<b>Full-Time Usage</b> <i>Vehicle Use*</i>	<b>No</b> <i>Stationary?</i>	<b>No</b> <i>Tied Down?</i>
	<b>Yes</b> <i>Original Owner</i>	<b>1/1/2005</b> <i>Purchase Date</i>		
	<b>4321 Main Street; Anytown, AR 44256-4321</b> <i>Registration Address</i>	<b>4567 North Hollywood Blvd.; Anytown, AR 58001</b> <i>Garaging Address</i>		
	<b>Bank One</b> <i>Lien Holder Name</i>	<b>75 3rd Street; Cleveland, AR 44256</b> <i>Lien Holder Address</i>		
	<b>John's LLC</b> <i>Additional Interest Name</i>	<b>175 Montrose West Avenue; Akron, OH 44321</b> <i>Additional Interest Address</i>		

\* **Vehicle Use Definitions:** **Personal** - utility trailer(s) is (are) used for personal use only. **Business** - utility trailer(s) is (are) used in a trade, profession or occupation, or is used to facilitate the generation of income, or the buying, selling, display, demonstration, distribution or storage of any commodity, or is used to facilitate the buying or selling of any service.

**Description of Covered Autos (cont.)**

<b>Vehicle #3:</b>	Medium Duty Tow Vehicle	2002	Wiers Towmaster	22DD55D5D55D5D5D5		
	<i>Type</i>	<i>Year</i>	<i>Make/Model</i>	<i>VIN</i>		
	\$1,750,000	Business Usage	N/A	N/A	No	8/15/2004
	<i>Rating Basis</i>	<i>Vehicle Use*</i>	<i>Stationary?</i>	<i>Tied Down?</i>	<i>Original Owner</i>	<i>Purchase Date</i>
	1234 South Main Street; Anytown, AR	44321-1234	4567 North Hollywood Blvd.; Anytown, AR		58001	
	<i>Registration Address</i>		<i>Garaging Address</i>			
	Chase Manhattan	75 West Union Avenue; Cleveland, AR		44130		
	<i>Lien Holder Name</i>		<i>Lien Holder Address</i>			
	Vehicle #3	Address #3; City #3, OH		44321		
	<i>Additional Interest Name</i>		<i>Additional Interest Address</i>			
<b>Vehicle #4:</b>	Utility Trailer	2001	Freightliner Victory	R5R5R5RS55FB7B7B9		
	<i>Type</i>	<i>Year</i>	<i>Make/Model</i>	<i>VIN</i>		
	\$1,750,000	Recreational Usage	No	No	No	7/1/2002
	<i>Rating Basis</i>	<i>Vehicle Use*</i>	<i>Stationary?</i>	<i>Tied Down?</i>	<i>Original Owner</i>	<i>Purchase Date</i>
	1234 Main Street; Anytown, AR	44256-2951	4567 North Hollywood Blvd.; Anytown, AR		58001	
	<i>Registration Address</i>		<i>Garaging Address</i>			
	Chase Manhattan	222 Highway 43; Millersburg, AR		44975		
	<i>Lien Holder Name</i>		<i>Lien Holder Address</i>			
	Vehicle #4	Address #4; City #4, OH		44321		
	<i>Additional Interest Name</i>		<i>Additional Interest Address</i>			

\* **Vehicle Use Definitions:** Personal - utility trailer(s) is (are) used for personal use only. Business - utility trailer(s) is (are) used in a trade, profession or occupation, or is used to facilitate the generation of income, or the buying, selling, display, demonstration, distribution or storage of any commodity, or is used to facilitate the buying or selling of any service.

**Underwriting Questions**

- Is any vehicle listed above on consignment or in the possession of another for the purposes of being sold or leased?  Yes  No
- Is any insured vehicle listed above ever loaned or leased to others?  Yes  No
- Is any insured vehicle listed above ever driven to and from a work location by any individual?  Yes  No
- Is any insured vehicle listed above owned by two or more individuals that are not husband and wife?  Yes  No
- Is there any existing damage on any insured vehicle listed above?  Yes  No
- Have there been any claims (in the last 36 months) with a paid amount more than \$1,000 on any vehicle listed above?  Yes  No
- Has any insurance covering any recreation vehicle owned by you been canceled or non-renewed by any insurer?  Yes  No
- Does any driver listed above have any physical impairment that impacts their ability to operate any insured vehicle?  Yes  No
- Does any insured vehicle listed above have custom equipment or unique modifications?  Yes  No
- Is any insured vehicle listed above owned by a citizen or citizens of Canada?  Yes  No
- Is any insured vehicle listed above garaged within 1,500 feet of a river, ocean or other tidal body of water?  Yes  No

Please explain any YES answers to the above questions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Applicant Certification**

**IMPORTANT: Application is not complete without coverage and limit selection page attached. Applicant must read and sign:**

I hereby apply to the company for an insurance policy as set forth in this application, based on my statements and representations which are true to the best of my knowledge. I agree that this policy may be null and void from inception if I intentionally provide false or misleading information, or intentionally omit information which would materially affect acceptance of my risk.

Note: In connection with your request for a premium quotation and/or claims for benefits under this policy:(1) we may obtain consumer reports (which may include credit information) or personal or privileged information from third parties; (2) in certain circumstances such information, as well as other personal privileged information subsequently collected by us, may be disclosed to third parties and our affiliated companies without your authorization to enable such parties to provide a business, professional or insurance function in connection with your policy, and otherwise permitted by law; (3) it is your right to access and correct all personal information collected; (4) at your request we will (a) confirm whether a consumer report was requested, and if so, provide the name and address of the consumer reporting agency that furnished it; and (b) provide you more detailed information regarding our collection, use and disclosure of personal information, and your rights to access and correct such information. By signing below, you authorize our collection, use and disclosure of consumer reports and personal and privileged information for the duration of the policy or, if a claim is filed, the duration of the claim if longer.

## Insurance Fraud Warning

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

***By signing this application I certify that the insured vehicles are being used for the purpose(s) indicated under each vehicle shown above. I understand that if a vehicle's usage changes during this or any subsequent policy term I am required to notify my agent or the insurance company because policy coverage exclusions may apply. I acknowledge and understand that the insurance company is relying on the above representations and certifications in providing coverage for my vehicle(s).***

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### ***Agent Certification***

The undersigned hereby warrants and certifies that all information contained herein is correct to the best of my knowledge and that this application was completed based on information provided by the insured-applicant and signed by the insured-applicant.

Producer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### ***Payment Authorization***

Insurance Company Name: Companion Property & Casualty Insurance Company Policy Number: \_\_\_\_\_

By providing my agent with credit card or bank account information, I agree to make payment according to my credit card statement or to allow Recreation Insurance Specialists, LLC to debit my account for the required policy premium. I understand acceptance of a check or credit card as downpayment is considered conditional acceptance until payment is honored by my bank or credit card provider and the policy will be null and void from inception if payment is not honored. I also agree that a \$25 service fee will be charged for each NSF check, that a cancellation fee of \$50 will apply if the policy is canceled prior to the effective date and that any cancellation during the policy term will be processed on a short rate basis.

I hereby authorize Recreation Insurance Specialists, LLC, on behalf of the insurance company shown above, and the financial institution shown below, to initiate an electronic debit to my account listed below. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U. S. law.

Amount to debit: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

I hereby authorize Recreation Insurance Specialists, LLC, on behalf of the insurance company shown above, and the financial institution issuing the card shown below, to initiate a charge to my account listed below. Please note that any DEBIT card must have a MasterCard or Visa logo to be eligible to be used for payment. This transaction will show Recreation Insurance Specialists, LLC as the entity that initiated the transaction. I understand that if I contest the transaction, my insurance policy may be subject to cancellation for nonpayment of premium.

Amount to charge: \_\_\_\_\_

Card Issuer's Name: \_\_\_\_\_

Card Account Number: \_\_\_\_\_

Card Type:

Credit Card

Debit Card

Card Expiration Date: \_\_\_\_\_

Credit Card Type:

MasterCard

Visa Card

Applicant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

<b>3. Group Name</b>	Companion L I C			<b>Group NAIC #</b>	661
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>		
Companion Property and Casualty Ins Co	South Carolina	12157	57-0768836		

<b>5. Company Tracking Number</b>	AR09012008-CPCIC
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	Bill Hobbs 231 Springside Drive Suite 150 Akron, OH 44333	President, RIS, LLC	(330) 665- 3700	(330) 665- 3746	billhobbs@risholdings. com
<b>7.</b>	Signature of authorized filer		<i>William J Hobbs</i>		
<b>8.</b>	Please print name of authorized filer		Bill Hobbs		

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

<b>9. Type of Insurance (TOI)</b>	19.0 Personal Auto			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	19.0003 Recreation Vehicle			
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	N/A			
<b>12. Company Program Title (Marketing title)</b>	Recreation Vehicle Insurance			
<b>13. Filing Type</b>	<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)			
<b>14. Effective Date(s) Requested</b>	New:	09/01/2008	Renewal:	09/01/2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>				
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>	7/14/2008			
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AR09012008-CPCIC
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Please see attached cover letter.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #: EFT**  
**Amount: \$50.00**

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

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

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

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

<b>1. This filing transmittal is part of Company Tracking #</b>		AR09012008-CPCIC			
<b>2. This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)					
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Recreation Vehicle Policy	MH 00 01 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 00 01 02 07	AR-PC-07-023124
02	Underinsured Motorists Coverage - Arkansas	MH 04 34 01 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 04 34 02 07	AR-PC-07-023124
03	Uninsured Motorists Coverage - Arkansas	MH 04 95 01 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 04 95 02 07	AR-PC-07-023124
04	Full Timer's Medical Payments Coverage	MH 9014 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9014 02 07	AR-PC-07-023124
05	Full Timer's Secured Storage Personal Effects Coverage	MH 9015 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9015 02 07	AR-PC-07-023124
06	Purchase Price Guarantee Coverage	MH 9020 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9020 02 07	AR-PC-07-023124
07	Scheduled Medical Benefits Coverage	MH 9023 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9023 02 07	AR-PC-07-023124
08	Replacement Cost/Purchase Price Coverage	MH 9024 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9024 02 07	AR-PC-07-023124
09	Towing Coverage	MH 9025 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9025 02 07	AR-PC-07-023124
10	Vacation Liability Coverage	MH 9026 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9026 02 07	AR-PC-07-023124
11	Valuable Personal Property Coverage	MH 9027 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH 9027 02 07	AR-PC-07-023124
12	Recreation Vehicle Table of Contents	MH TOC 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH TOC 02 07	AR-PC-07-023124
13	Recreation Vehicle Policy Application (Small)	RVS APP 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH APP 02 07	AR-PC-07-023124
14	Recreation Vehicle Policy Application (Large)	RVL APP 06 08	[ ] New [ X ] Replacement [ ] Withdrawn	MH APP 02 07	AR-PC-07-023124
15	Consignment Coverage	MH 9104 07 08	[ X ] New [ ] Replacement [ ] Withdrawn		

Explanatory Memorandum  
Forms Updated  
**AR09012008-CPCIC**

There are several updated forms. The following forms have been updated:

**MH 00 01 06 08 – Recreation Vehicle Policy**

*Replaces form MH 00 01 02 07*

The definitions section has been changed to provide updated information regarding business usage. There was also formatting issues that have been fixed.

**MH 04 34 01 08 – Underinsured Motorists Coverage – Arkansas**

*Replaces form MH 04 34 02 07*

The schedule has been updated to help display the information better for the insured.

**MH 04 95 01 08 – Uninsured Motorists Coverage – Arkansas**

*Replaces form MH 04 95 02 07*

The schedule has been updated to help display the information better for the insured.

**MH 9014 06 08 – Full Timer’s Medical Payments Coverage**

*Replaces form MH 9014 02 07*

There was a change in the numbering and lettering scheme for clarity and consistency with the other forms. Also, an additional definition was added under “Insured Location” to clarify that land with a residence is not an insured residence.

**MH 9015 06 08 – Full Timer’s Secured Storage Personal Effects Coverage**

*Replaces form MH 9015 02 07*

There was a change in the numbering and lettering scheme for clarity and consistency with the other forms.

**MH 9020 06 08 – Purchase Price Guarantee Coverage**

*Replaces form MH 9020 02 07*

There was a formatting issue under the Insuring Agreement changed to clarify.

**MH 9023 06 08 – Scheduled Medical Benefits Coverage**

*Replaces form MH 9023 02 07*

There was language added to indicate that other section of the policy apply to this form. Also, under the exclusions, language was changed to clarify the form.

**MH 9024 06 08 – Replacement Cost/Purchase Price Coverage**

*Replaces form MH 9024 02 07*

The coverage limitation was changed in Section B, the Insuring Agreement, to reflect all payments made, not just payments made under B and C of that section.

**MH 9025 06 08 – Towing Coverage**

*Replaces form MH 9025 02 07*

There were formatting changes based on the defined word of “travel trailer” to make it consistent throughout the form.

**MH 9026 06 08 – Vacation Liability Coverage**

*Replaces form MH 9026 02 07*

There was a grammatical error correct in line 3 of the Insuring Agreement.

**MH 9027 06 08 – Valuable Personal Property Coverage**

*Replaces form MH 9027 02 07*

The term “Valuable Personal Property” is a defined term in this form, but there were several references to the term in the currently approved version and those references were not in quotation marks. Also, a reference was added to submitting a supplemental claim of Section A (1) and (2).

**MH TOC 06 08 – Policy Table of Contents**

*Replaces form MH TOC 02 07*

The table of contents has been replaced to match the policy.

**RVS APP 06 08 – Recreation Vehicle Application**

*Replaces form MH APP 02 07*

The look of the application has been changed to approve the appearance of the application. This version of the application is used for situations in which there is no more than two drivers listed on the policy and no more than two insured vehicles.

**RVL APP 06 08 – Recreation Vehicle Application**

*New form*

This version of the application is used for situations where there are more than two drivers or more than two vehicles insured under the policy.

The following will be a new form:

**MH 9104 07 08 – Consignment Coverage**

This form removes all exclusions for consignment coverage under the policy.

**Companion Property & Casualty Insurance Company  
Active Policy Forms Listing for the state of ARKANSAS  
effective as of 9/1/2008**

FormNumber	Form Title	Form Trigger	Flesch Score	Scored with Policy	Readability Exception
DP 00 01 02 07	Policy Declarations	Mandatory Form	N/A		N/A- Not a part of the policy
IL N 016 09 03	Arkansas Fraud Statement	Mandatory Form	25.2		N/A- Current ISO Approved Form
IL P 001 01 04	OFAC Advisory Notice to Policyholders	Mandatory Form	42.05	45.00	N/A- Current ISO Approved Form
MH 00 01 06 08	Recreation Vehicle Policy	Mandatory Form	46		
MH 01 77 02 07	Amendment of Policy Provisions-Arkansas	Mandatory Form	44.8		
MH 03 24 02 07	Participating Coverage for Damage To Your Auto	If physical damage co-payment is selected	30.3	45.20	N/A- <150 Words in Form
MH 04 34 01 08	Underinsured Motorists Coverage- Arkansas	If UIM coverage is selected	37.1	43.80	
MH 04 95 01 08	Uninsured Motorists Coverage- Arkansas	If UM is selected	41.4		
MH 9000 02 07	Additional Interest Endorsement	If an AI exists on the policy	7.8	45.10	N/A- <150 Words in Form
MH 9001 02 07	Adjacent Structures Coverage	If Adjacent Structures is purchased	67.8	45.40	
MH 9002 02 07	Agreed Value Coverage	If Agreed Value is purchased	45.1		
MH 9003 02 07	Awning Replacement Coverage	If Awning Replacement is purchased	46.2		
MH 9004 02 07	Cert of Insurance- Corporation	If ownership type is corporation	47.1		
MH 9005 02 07	Cert of Insurance- Limited Liability Companies	If ownership type is LLC	49.2		
MH 9006 02 07	Cert of Insurance- Partnership	If ownership type is partnership	48.7		
MH 9007 02 07	Cert of Insurance- Trust	If ownership type is trust	51.9		
MH 9008AR 02 07	Commercial Use Endorsement- Arkansas	If commercial use is indicated	43		
MH 9009 02 07	Custom Equipment Replacement Coverage	If Custom Equipment is purchased	52.7		
MH 9010 02 07	Diminishing Deductibles	If Diminishing Deductible is purchased	49.8		

**Companion Property & Casualty Insurance Company  
Active Policy Forms Listing for the state of ARKANSAS  
effective as of 9/1/2008**

FormNumber	Form Title	Form Trigger	Flesch Score	Scored with Policy	Readability Exception
MH 9011 02 07	Emergency Expense Coverage	If Emergency Expense is purchased	46.2		
MH 9012AR 02 07	Full Time Usage Endorsement- Arkansas	If Full Timer's Personal Liability is purchased	47.9		
MH 9013 02 07	Full Timer's Personal Liability Coverage	If Full Timer's Personal Liability is purchased	41.1	44.30	
MH 9014 06 08	Full Timer's Medical Payments Coverage	If Full Timers Medical Payments is purchased	52.7		
MH 9015 06 08	Full Timer's Secured Storage Personal Effects Cov	If Full Timers Secured Storage is purchased	48		
MH 9017 02 07	Medium Duty Tow Vehicle Coverage	If Personal Effects is on and MD is on policy	15.2	45.10	N/A- <150 Words in Form
MH 9018 02 07	Mexico Coverage	If Mexico coverage is purchased	46.3		
MH 9019 02 07	Personal Effects Coverage	If Personal Effects is purchased	45.3		
MH 9020 06 08	Purchase Price Guarantee Coverage	If PPG is purchased	48.9		
MH 9021 02 07	Recreation Land Motor Vehicle/Small Watercraft Cov	If Golf Cart is purchased	56.6		
MH 9022AR 02 07	Recreation Vehicle Rental Coverage-Arkansas	If rental coverage is purchased	45.1		
MH 9023 06 08	Scheduled Medical Benefits Coverage	If Scheduled Medical is purchased	48.9		
MH 9024 06 08	Replacement Cost/Purchase Price Coverage	If TLR is purchased	49		
MH 9025 06 08	Towing Coverage	If Towing is purchased	46.8		
MH 9026 06 08	Vacation Liability Coverage	If Vacation Liability is purchased	47.2		
MH 9027 06 08	Valuable Personal Property Coverage	If VPP is purchased	42.7		
MH 9028 02 07	Valuable Personal Property List	If VPP is purchased	N/A		N/A- Form is a schedule only
MH 9029 02 07	Windshield Safety Glass Coverage	If \$100 glass deductible is purchased	18.2	45.10	N/A- <150 Words in Form
MH 9032 02 07	Depreciation Buy-Back Coverage	If Depreciation Buy-Back coverage is purchased.	35.4	45.30	N/A- <150 Words in Form

**Companion Property & Casualty Insurance Company  
Active Policy Forms Listing for the state of ARKANSAS  
effective as of 9/1/2008**

FormNumber	Form Title	Form Trigger	Flesch Score	Scored with Policy	Readability Exception
MH 9033 02 07	Diminishing Deductibles Express	If Diminishing Deductible Express is purchased	48.6		
MH 9064AR 02 07	Driver Exclusion Endorsement- Arkansas	If a driver will be excluded	41.5		
MH 9065AR 02 07	PIP Selection Form- Arkansas	Mandatory form for motorized units	39.9		N/A- Not a part of the policy
MH 9104 07 08	Consignment Coverage	If consignment coverage is purchased	44.7		
MH NFCRA 02 07	Notice Under the Fair Credit Reporting Act	Used in adverse action due to insurance score	N/A		N/A- Not a part of the policy
MH TOC 06 08	Recreation Vehicle Policy Table of Contents	Mandatory Form	N/A		
PP 03 09 01 05	Single Liability Limit	If CSL limit is selected.	26.3	45.20	N/A- Current ISO Approved Form
PP 04 01 06 98	Single Uninsured Motorists Limit	If combined single limit of UM is selected	32.1	45.40	N/A- Current ISO Approved Form
PP 04 02 06 98	Single Underinsured Motorists Limit	If combined single limit of UIM is selected	28.3	45.30	N/A- Current ISO Approved Form
PP 05 82 06 94	Personal Injury Protection- Arkansas	If PIP is on the policy	44.5		N/A- Current ISO Approved Form
PP 13 01 12 99	Coverage for Damage to Your Auto Exclusion	If Comp is on the policy	42.7		N/A- Current ISO Approved Form
PP 13 85 06 03	Arkansas Notice	Mandatory Form	38.3		N/A- Current ISO Approved Form
PP N 003 05 04	Named Driver Exclusion Acknowledgement	If any driver type is excluded	N/A	45.40	N/A- Not a part of the policy
PP U 003 01 06	Arkansas Uninsured Motorists Selection Form	Mandatory Form for Motorized Units	N/A		N/A- Current ISO Approved Form

**END OF REPORT**