

SERFF Tracking Number: VKNG-125601675 State: Arkansas
 Filing Company: Viking Insurance Company of WI State Tracking Number: #10234122 \$50
 Company Tracking Number: VIK-082508-FORM-AR
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: VIK-082508-FORM-AR
 Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Filing at a Glance

Company: Viking Insurance Company of WI

Product Name: VIK-082508-FORM-AR

TOI: 19.0 Personal Auto

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Filing Type: Form

SERFF Tr Num: VKNG-125601675 State: Arkansas

SERFF Status: Closed State Tr Num: #10234122 \$50

Co Tr Num: VIK-082508-FORM-AR State Status: Fees verified and received

Co Status: Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Authors: Sue Pierce, Monica Disposition Date: 07/01/2008

Rogers, Kay Woods, Nichol Brown

Date Submitted: 05/13/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (New): 08/25/2008

Effective Date (Renewal):

09/08/2008

State Filing Description:

General Information

Project Name: VIK-082508-Form-AR

Project Number: VIK-082508-Form

Reference Organization:

Reference Title:

Filing Status Changed: 07/01/2008

State Status Changed: 06/03/2008

Corresponding Filing Tracking Number:

Filing Description:

1.) Submitted policy contract and policy level endorsements. These totally replace the policy contract and policy level endorsements previously approved.

2.) Billing notices for(EFT (Electronic Funds Transfer).

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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3.) Billing notices indicating they are cancel not void.

Company and Contact

Filing Contact Information

Kay F Woods, Forms & Compliance Specialist Kay.Woods@Sentry.com
 1125 Kiwanis Dr (800) 435-7230 [Phone]
 Freeport, IL 61032 (815) 599-3100[FAX]

Filing Company Information

Viking Insurance Company of WI	CoCode: 13137	State of Domicile: Wisconsin
1800 North Point Drive	Group Code: 169	Company Type:
Stevens Point, WI 54481	Group Name:	State ID Number:
(608) 836-3000 ext. 8263116[Phone]	FEIN Number: 39-1150917	

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Viking Insurance Company of WI	\$0.00	05/13/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	07/01/2008	07/01/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Alexa Grissom	06/17/2008	06/17/2008	Kay Woods	06/26/2008	06/26/2008
Pending Industry Response	Alexa Grissom	06/16/2008	06/16/2008	Kay Woods	06/16/2008	06/16/2008
Pending Industry Response	Alexa Grissom	05/15/2008	05/15/2008	Kay Woods	05/20/2008	05/20/2008
Pending Industry Response	Alexa Grissom	05/15/2008	05/15/2008	Kay Woods	06/13/2008	06/13/2008

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Disposition

Disposition Date: 07/01/2008

Effective Date (New): 08/25/2008

Effective Date (Renewal): 09/08/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Side By Sides/Drafts	Approved	Yes
Supporting Document	Readability/Flesch Score	Approved	Yes
Supporting Document	F613 Certification of Compliance	Approved	Yes
Supporting Document	Amendatory Endorsement	Approved	Yes
Form	Personal Auto Policy	Approved	Yes
Form	Arkansas Policy Amendatory Endorsement	Approved	Yes
Form	Personal Injury Protection Endorsement	Approved	Yes
Form	Uninsured/Underinsured Coverage	Approved	Yes
Form	Underinsured Property Damage Coverage	Approved	Yes
Form	Additional Insured/Lessor	Approved	Yes
Form	Broad Form Physical Damage	Approved	Yes
Form	Household Exclusion	Approved	Yes
Form	Loss Payable	Approved	Yes
Form	Named Driver Exclusion-Electronic	Approved	Yes
Form	Named Driver Exclusion-Paper	Approved	Yes
Form	Lienholder Deductible	Approved	Yes
Form	Rental Reimbursement	Approved	Yes
Form	Special Equipment	Approved	Yes
Form	Towing & Labor	Approved	Yes
Form	UM/UIM/PIP Rejection Application	Approved	Yes
Form	Renewal Offer	Approved	Yes
Form	EFT Renewal Offer	Approved	Yes
Form	Installment Offer	Approved	Yes
Form	EFT Installment Offer	Approved	Yes
Form	Balance Due-Change	Approved	Yes
Form	EFT Balance Due-Change	Approved	Yes
Form	Balance Due-Policy Reinstatement	Approved	Yes

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Form	EFT Balance Due-Policy Reinstatement	Approved	Yes
Form	Balance Due-Short Pay	Approved	Yes
Form	EFT Balance Due-Short Pay	Approved	Yes
Form	Named Non Owner	Approved	Yes
Form	Broad Form Named Driver	Approved	Yes
Form	Rejection UM/UIM & PIP	Approved	Yes
Form	NSF Cancellation	Approved	Yes
Form	Cancellation	Approved	Yes
Form	Cancellation Nonpay--Balance Due	Approved	Yes
Form	Cancellation Nonpay--Installment Offer	Approved	Yes
Form	Nonrenewal	Approved	Yes
Form	Amendatory	Approved	Yes

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Product Name: VIK-082508-FORM-AR
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/17/2008
Submitted Date 06/17/2008
Respond By Date
Dear Kay F Woods,

This will acknowledge receipt of the captioned filing. As previously stated in an objection letter, Ark. Code Ann. 23-79-154(1)(c) applies to liability, uninsured and underinsured motorist coverages as well as physical damage. The filing will not be approved until it is brought into compliance with this law.

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

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

Dear Alexa Grissom,

Comments:

Response 1

Comments: The Amendatory has been updated to address the objection. Please review endorsement PPA-AR (8/08) for approval. I provided this in draft PDF format to identify the changes.

Thank you,
VIKING INSURANCE COMPANY OF WISCONSIN

Kay F. Woods
815-599-3287

Changed Items:

SERFF Tracking Number: VKNG-125601675 State: Arkansas
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Supporting Document Schedule Item Changes

Satisfied -Name: Amendatory Endorsement

Comment: Attached V5 of the Amendatory Endorsement in PDF draft format to identify changes.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Kay Woods, Monica Rogers, Nichol Brown, Sue Pierce

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Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 06/16/2008

Submitted Date 06/16/2008

Respond By Date

Dear Kay F Woods,

This will acknowledge receipt of the captioned filing. I did not locate amendments for compliance with 23-79-154 (1)(C). This applies to liability, physical damage, uninsured and underinsured and death or bodily injury coverages. Additionally, please advise specifically how the filing was brought into compliance with Bulletin 10-2002.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 06/16/2008

Submitted Date 06/16/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: The Mold objection was addressed in the Amendatory by removing the exclusion from the base policy. Please see the Exclusion section of the Amendatory endorsement PPA-AR (8-08).

Looking forward to your review and approval.

Thank you.

Kay Woods

Changed Items:

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Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/15/2008
Submitted Date 05/15/2008
Respond By Date
Dear Kay F Woods,

This will acknowledge receipt of the captioned filing. The mold exclusion in the policy must comply with Bulletin No. 10-2002. Additionally, the policy must be amended for compliance with Act 373 of 2007 which extended coverage to rental vehicles. The uninsured/underinsured motorist and personal injury protection form is of concern as it states that it does not become a part of the policy and does not provide coverage. Please advise of the usefulness of the form. Please provide the Department with a copy of the cancellation notice.

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/20/2008
Submitted Date 05/20/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Sending via overnight mail our company check #10234122 dated 5-19-2008 in the about of \$50.00 for the form filing fee.

Thank you for moving the form filing forward without this check received with the original submission. The other objection is currently being reviewed.

Sincerely,
Kay F. Woods
VIKING INSURANCE COMPANY OF WISCONSIN

SERFF Tracking Number: VKNG-125601675 *State:* Arkansas
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Product Name: VIK-082508-FORM-AR
Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Kay Woods, Monica Rogers, Nichol Brown, Sue Pierce

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Company Tracking Number: VIK-082508-FORM-AR
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Product Name: VIK-082508-FORM-AR
Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 05/15/2008

Submitted Date 05/15/2008

Respond By Date

Dear Kay F Woods,

This will acknowledge receipt of the captioned filing. Please remit the \$50.00 filing fee and respond to this problem report when you do so. Upon receipt of the fee, the filing will be reviewed.

Please feel free to contact me if you have questions.

Sincerely,

Alexa Grissom

Response Letter

Response Letter Status Submitted to State

Response Letter Date 06/13/2008

Submitted Date 06/13/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: Responses to the Objection Letter.

- 1.) Mold Exclusion--this has been updated in the Amendatory. Please see the revised PPA-AR attached. This is the last document attached below.
- 2.) Rental Vehicle--this is addressed in the Car Policy under PART IV - CAR DAMAGE COVERAGE, Additional Definitions Used under (4).
- 3.) Attached update A1208AR (8-08), removed 'does not become a part of the policy and does not provide coverage'.
- 4.) Providing the cancellation notices.

Please let me know if you have additional comments, concerns or questions. Looking forward to your approval of this

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form filing.
 Thank you.

Kay Woods (815) 599-3287
 VIKING INSURANCE COMPANY OF WISCONSIN

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Rejection UM/UIM & PIP	A1208AR	8-08	Election/Rejection/Supplemental Applications	Replaced			V1 A1208AR Rejection (8-08) final.pdf
NSF Cancellation	AR4060	12-07	Canc/NonRen Notice	Replaced			AR4060 (12-07) NSF CANCEL. pdf
Cancellation	AR5710	12-07	Canc/NonRen Notice	Replaced			AR5710 (12-07) Cancellati on w-o Consumer Info.pdf
Cancellation Nonpay-- Balance Due	AR5810	12-07	Canc/NonRen Notice	Replaced			AR5810 NON PAY CANCELL ATION.pdf
Cancellation Nonpay-- Installment Offer	AR5811	12-07	Canc/NonRen Notice	Replaced			AR5811 NONPAY

SERFF Tracking Number: VKNG-125601675 State: Arkansas
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 Product Name: VIK-082508-FORM-AR
 Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

					CANCELL ATION.pdf
Nonrenewal	AR5910	12-07	Canc/NonRen Notice	Replaced	AR5910 (12-07) NON RENEWA L.pdf
Amendatory	PPA-AR	8-08	Endorsement/Amendment /Conditions	Replaced	V4 PPA- AR (8-08) Amendato ry Endt AR- Final.pdf,V 4 PPA-AR (8-08) Amendato ry Endt AR- draft.pdf

SERFF Tracking Number: VKNG-125601675 *State:* Arkansas
Filing Company: Viking Insurance Company of WI *State Tracking Number:* #10234122 \$50
Company Tracking Number: VIK-082508-FORM-AR
TOI: 19.0 Personal Auto *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)
Product Name: VIK-082508-FORM-AR
Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

No Rate/Rule Schedule items changed.

Sincerely,
Kay Woods, Monica Rogers, Nichol Brown, Sue Pierce

SERFF Tracking Number: VKNG-125601675 State: Arkansas
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 Company Tracking Number: VIK-082508-FORM-AR
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 Product Name: VIK-082508-FORM-AR
 Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Personal Auto Policy	PAP1	0308	Policy/Coverage Form	Replaced Form #: Previous Filing #:		PAP1 (3-08) final-VIC.pdf
Approved	Arkansas Policy Amendatory Endorsement	PPA-AR	0808	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:		PPA-AR (8-08) Amendatory Endt AR final.pdf
Approved	Personal Injury Protection Endorsement	PIP1-AR	0808	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:		PIP1-AR(8-08) AR PIP Endt-PRW-final.pdf
Approved	Uninsured/Underinsured Coverage	UM3-AR	0808	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:		UM3-AR (8-08) AR UM-UIM Endt - final.pdf
Approved	Underinsured Property Damange Coverage	UM6-AR	0808	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:		UM6-AR (8-08) AR UMPD Endt-PRW final.pdf
Approved	Additional Insured/Lessor	AIL1	1007	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:		AIL1 10 07 Add'l Insd Lessor Endt-Final DocuMerge.pdf
Approved	Broad Form Physical Damage	BFP1-AR	0808	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:		BFP1-AR(8-08) AR Broad Form Phys Dam - final.pdf
Approved	Household	HHE1	0308	Endorsement/Amendment/Conditions	Replaced Form #:		HHE1 (3-08)

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 Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Approval	Exclusion	Code	Policy	Endorsement/Conditions	Replacement	Filing #	File Name
Approved	Loss Payable	LH2	0308	Endorsement/Conditions	Replaced	Previous Filing #:	LH2 (3-08) Loss Payable Endt- final SKP.pdf
Approved	Named Driver Exclusion-Electronic	NDE1a	1007	Endorsement/Conditions	Replaced	Previous Filing #:	NDE1a (10-07) Named Dr Excl Endt- Final (electronic version).pdf
Approved	Named Driver Exclusion-Paper	NDE1	1007	Endorsement/Conditions	Replaced	Previous Filing #:	NDE1 (10-07) [DairylandAuto logo] paper version.pdf
Approved	Lienholder Deductible	LDE1	1007	Endorsement/Conditions	Replaced	Previous Filing #:	LDE1 10-07 Lienholder Deductible Endt - Final.pdf
Approved	Rental Reimbursement	RR1	1007	Endorsement/Conditions	Replaced	Previous Filing #:	RR1 10 07 Rental Reimbursement-Transportation Exp Endt- Final DocuMerge.pdf
Approved	Special Equipment	SE1	1007	Endorsement/Conditions	Replaced	Previous Filing #:	SE1 10 07 Spec Customized Equip Endt-

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Approval	Description	Code	Year	Category	Status	Form #	Previous Filing #	Final DocuMerge.pdf
Approved	Towing & Labor	TL1	1007	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:		Final DocuMerge.pdf
						TL1 10 07 Towing Labor Costs Endt- Final DocuMerge.pdf		
Approved	UM/UIM/PIP Rejection	A1208AR	0808	Election/Rejection/Supplemental Applications	Replaced	Replaced Form #:		Final DocuMerge.pdf
						A1208AR Rejection (8-08) final.pdf		
Approved	Application	L1101AR	0808	Application/Binder/Enrollment	Replaced	Replaced Form #:		Final DocuMerge.pdf
						L1101AR (8-08).pdf		
Approved	Renewal Offer	AR5126	0808	Declaration s/Schedule	Replaced	Replaced Form #:		Final DocuMerge.pdf
						AR 5126 (8-08) RNL OFFER-SELF EXP.pdf		
Approved	EFT Renewal Offer	AR5165	0808	Declaration s/Schedule	Replaced	Replaced Form #:		Final DocuMerge.pdf
						AR5165 (8-08) EFT RNL OFFER-SELF EXP.pdf		
Approved	Installment Offer	AR5218	0808	Other	Replaced	Replaced Form #:		Final DocuMerge.pdf
						AR5218 (8-08) INSTALLMENT OFFER.pdf		
Approved	EFT Installment Offer	AR5262	0808	Other	Replaced	Replaced Form #:		Final DocuMerge.pdf
						AR5262 (8-08) EFT-INSTALLMENT OFFER.pdf		

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Approved	Balance Due-Change	AR5608	0808	Other	Replaced	Replaced Form #:	AR5608 (8-08) BAL
						Previous Filing #:	DUE-CHG.pdf
Approved	EFT Balance Due-Change	AR5652	0808	Other	Replaced	Replaced Form #:	AR5652 (8-08) EFT BAL
						Previous Filing #:	DUE-CHG.pdf
Approved	Balance Due-Policy Reinstatement	AR5618	0808	Other	Replaced	Replaced Form #:	AR5618 (8-08) BAL
						Previous Filing #:	DUE-REINSTATE.pdf
Approved	EFT Balance Due-Policy Reinstatement	AR5662	0808	Other	Replaced	Replaced Form #:	AR5662 (8-08) EFT BAL
						Previous Filing #:	DUE-REINSTATE.pdf
Approved	Balance Due-Short Pay	AR5628	0808	Other	Replaced	Replaced Form #:	AR5628 (8-08) BAL
						Previous Filing #:	DUE-SHORT PAY.pdf
Approved	EFT Balance Due-Short Pay	AR5672	0808	Other	Replaced	Replaced Form #:	AR5672 (8-08) EFT BAL
						Previous Filing #:	DUE-SHORT PAY.pdf
Approved	Named Non Owner	NNO1	0308	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:	NNO1 (3-08) Named Nonowner Endt- Final DocuMerge.pdf
						Previous Filing #:	
Approved	Broad Form Named Driver	BFN2	1007	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:	BFN2 (10-07) Broad Form Named Driver Endt
						Previous Filing #:	

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Approved	Rejection UM/UIM & PIP	A1208AR	8-08	Election/Re jection/Sup plemental Application s	Replaced Form #: Previous Filing #:	Final .pdf V1 A1208AR Rejection (8- 08) final.pdf
Approved	NSF Cancellation	AR4060	12-07	Canc/NonR en Notice	Replaced Form #: Previous Filing #:	AR4060 (12- 07) NSF CANCEL.pdf
Approved	Cancellation	AR5710	12-07	Canc/NonR en Notice	Replaced Form #: Previous Filing #:	AR5710 (12- 07) Cancellation w-o Consumer Info.pdf
Approved	Cancellation Nonpay--Balance Due	AR5810	12-07	Canc/NonR en Notice	Replaced Form #: Previous Filing #:	AR5810 NON PAY CANCELLA TION.pdf
Approved	Cancellation Nonpay-- Installment Offer	AR5811	12-07	Canc/NonR en Notice	Replaced Form #: Previous Filing #:	AR5811 NONPAY CANCELLA TION.pdf
Approved	Nonrenewal	AR5910	12-07	Canc/NonR en Notice	Replaced Form #: Previous Filing #:	AR5910 (12- 07) NON RENEWAL.p df
Approved	Amendatory	PPA-AR	8-08	Endorseme nt/Amendm ent/Condi tions	Replaced Form #: Previous Filing #:	V4 PPA-AR (8-08) Amendatory Endt AR- Final.pdf V4 PPA-AR (8-08) Amendatory Endt AR- draft.pdf

Important. This insurance policy is a legal contract between **you** and **us**.

Read Your Policy Carefully. This index of policy provisions provides a brief outline of some of the important features of your policy, but it is not the insurance contract. Only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both **you** and **us**.

PERSONAL AUTO POLICY

Agreement

What To Do In Case Of A Car Accident or Loss

- Notice of Car Accident or Loss
- Other Duties

Definitions Used Throughout This Policy

Part I – Liability Coverage

- Additional Definitions Used in This Part Only
- Additional Payments
- Exclusions
- Conformity with Financial Responsibility Laws
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AGREEMENT

In return for **your** premium payment and subject to the terms and conditions of this policy, **we** will insure **you** for the coverages up to the limits of liability for which a premium is shown on the Declarations Page of this policy. This insurance applies only to **car accidents** and losses which happen while this policy is in force. This policy is issued by **us** in reliance upon the statements which **you** made in **your** application for insurance. If **you** have made any false statement in **your** application, this policy may not provide any coverage.

WHAT TO DO IN CASE OF A CAR ACCIDENT OR LOSS

Notice of Car Accident or Loss

In the event of a **car accident** or loss, notice must be given to **us** promptly. The notice must give the time, place and circumstances of the **car accident** or loss, including **your** name and address and that of any involved persons and witnesses. The information which **you** give to **us** must be truthful and accurate.

Other Duties

Any person claiming any coverage under this policy must also:

- (1) Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
- (2) Immediately send **us** any legal papers or other papers received relating to claim or lawsuit.

- (3) Submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
- (4) Authorize **us** to obtain medical, wage and other records.
- (5) Individually submit to examinations under oath or provide such sworn statements as often as **we** may reasonably require.
- (6) Avoid making any voluntary payments except at **your** own expense, or making any obligation or incurring any expense other than for first aid for others necessary at the time of the **car accident**.
- (7) Promptly complete and return any forms **we** send to **you**.
- (8) Permit **us** to retrieve information from the event data recorder of the vehicle involved in the **car accident**.

Any person claiming Uninsured Motorists Coverage must notify the police within twenty-four (24) hours of the accident if a hit-and-run driver is involved.

A written statement telling **us** the facts of the **car accident** and the extent of any injuries or damages must be filed within thirty (30) days after the **car accident** has been reported.

If any claim is presented due to a hit-and-run accident involving **your insured car**, **you** must make the **car** available for **our** inspection before its repair or disposal.

Any person claiming Car Damage Coverage must also:

- (1) Provide **us** with sworn proof of loss within ninety (90) days from the date of loss unless more time is allowed by **us** in writing if **we** require it.
- (2) Take reasonable steps after loss to protect **your insured car** and its equipment from further loss. **We** will pay reasonable expenses incurred in providing that protection. If **you** fail to take reasonable steps to protect **your insured car**, any additional loss because of **your** failure will not be covered.
- (3) Immediately report any theft or vandalism of **your insured car** or its equipment to the police.
- (4) Allow **us** to inspect and appraise the damage to **your insured car** before its repair or disposal. If **you** do not comply with this duty, **we** may have the right to refuse to provide such coverage, or **your** loss payment may be substantially reduced.

If any person claiming any coverage under this policy fails to perform any of the duties required by this policy, **we** may refuse to provide any protection or coverage.

DEFINITIONS USED THROUGHOUT THIS POLICY

- | | |
|--|--|
| <ol style="list-style-type: none"> (1) "We", "us" and "our" mean the Company shown on the Declarations Page providing this insurance. (2) "You" and "your" mean the person shown as the named insured on the Declarations Page and that person's spouse if residing in the same household. You and your also means any relative of that person if they reside in the same household, providing they or their spouse do not own a motor vehicle. (3) "Relative" means a person living in your household related to you by blood, marriage or adoption, including a ward or foster child. Relative includes a minor under your guardianship who lives in your household. Any relative who is age fourteen (14) or older must be listed on the application or endorsed on the policy prior to a car accident or loss. (4) "Regular operator" means any person age fourteen (14) or older and a resident of your household or any person who drives your insured car while it is furnished or available for their regular use. (5) "Bodily injury" means bodily harm, or sickness, disease or death. (6) "Property damage" means damage to or destruction of tangible property, including loss of its use. (7) "Car" means: | <ol style="list-style-type: none"> (A) A four-wheeled land motor vehicle weighing five thousand (5,000) pounds or less of the private passenger sedan, station wagon, mini van or jeep type, licensed for use on public roads; or (B) A four-wheeled land motor vehicle with a rated load capacity of two thousand (2,000) pounds or less of the pickup, sport utility, van, or panel truck type, licensed for use on public roads, provided it is not used for any commercial purposes. <ol style="list-style-type: none"> (8) "Utility trailer" means a vehicle designed to be towed by a car. It includes a farm implement or a farm wagon while towed on public roads by a car. It does not include a utility trailer while used as a home office, store, display, or passenger trailer. (9) "Your insured car" means: <ol style="list-style-type: none"> (A) Any car you own that is described on the Declarations Page and any car you replace it with. A replacement car will have the same coverage as the car it replaced. If you want coverage to apply to a replacement car, you must notify us within fourteen (14) days of its acquisition. You must pay any additional premium charges for coverage for the replacement car. (B) Any additional car of which you acquire ownership during the policy period, provided we insure all other cars you own on the date |
|--|--|

you acquire the additional **car**. For coverage to apply under Part I – Liability coverage, **you** must, however, notify **us** within fourteen (14) days of its acquisition. Car Damage Coverage will apply to the additional **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay any additional premium charges for coverage for the additional **car**.

(C) Except for collision or comprehensive coverage under Part IV - Car Damage Coverage of this policy, any **car** not owned by **you** while being used temporarily with the permission of the owner as a temporary substitute for any other vehicle described in the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.

(D) Any **utility trailer you** own, or any **utility trailer** not owned by **you** while being used with permission of the owner, except for collision or comprehensive under Part IV - Car Damage Coverage of this policy.

For the purpose of this policy, a **car** shall be deemed to be owned by a person if leased under a written agreement to that person for a continuous period of at least six (6) months.

(10) "**Motor vehicle**" means a land **motor vehicle** or a **utility trailer**, but does not mean a vehicle:

- (A) Operated on rails or crawler-treads.
- (B) Which is a farm type tractor or equipment designed for use principally off public roads when not used on public roads.

(C) Which is an all-terrain or other recreational vehicle type, not licensed for use on public roads and is designed for use principally off public roads, when not used on public roads.

(D) Being used as a residence or premises.

(11) "**Auto Business**" means the business or occupation of selling, repairing, servicing, storing, parking, transporting, delivering, testing, road testing or repossessing **cars**.

(12) "**Occupying**" means in, on, getting in or on, or getting off or out of.

(13) "**Car Accident**" means an unexpected and unintended event that causes **bodily injury** or **property damage** and arises out of the ownership, maintenance, or use of a **car** or **motor vehicle**.

(14) "**Loss**" means direct, sudden and accidental theft of or damage to **your insured car**, including its **covered equipment**.

(15) "**State**" means the District of Columbia, and any **state**, territory or possession of the United States.

(16) "**Misrepresent**" or "**Misrepresentations**" mean representation of information to **us** during the application for coverage and during the policy period that is known by **you** to be false or misleading and affects either the eligibility for coverage and/or the premium that is charged. This also includes concealment of such information relevant to the application and the maintenance of coverage once the policy is in force.

PART I – LIABILITY COVERAGE

This coverage applies only if a premium is shown for this coverage on the Declarations Page.

We will pay damages for which any **insured person** is legally liable because of **bodily injury** and/or **property damage** caused by a **car accident** arising out of the ownership, maintenance or use of a **car** or **utility trailer**. **We** will settle any claim or defend any lawsuit which is payable under the policy, as **we** deem appropriate.

We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Our duty to settle or defend ends when **our** limit of liability for this coverage has been paid.

Additional Definitions Used in This Part Only

As used in this Part,

(1) "**insured person**" or "**insured persons**" means:

- (A) **You**,
- (B) Any person using **your insured car**.

(C) Any person or organization with respect only to legal liability for acts or omissions of:

- (1) Any person covered under this Part while using **your insured car**; or
- (2) **You** under this Part while using any **car** or **utility trailer** other than **your insured car** if the **car** or **utility trailer** is not owned or hired by that person or organization.

No person shall be considered an **insured person** if the person uses a **car** or **utility trailer** without the permission of the owner or outside the scope of that permission.

The following persons are not **insured persons** for this coverage:

- (1) The United States Government or any other government or civil authority, or any other level of the government; and
- (2) Any person operating a **motor vehicle** as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

(2) "**Contamination**" means any unclean, unsafe, damaging, injurious, or unhealthy condition arising from

the presence of **pollutants**, whether permanent or transient.

(3) "**Pollutants**" means smoke, vapors, soot, fumes, acids, sounds alkalis, chemicals liquids, solids, gases, thermal substances, or any other irritants and impurities.

Additional Payments

We will pay, in addition to **our** limit of liability:

- (1) All costs **we** incur in the settlement of any claim or defense of any lawsuit.
- (2) Interest on damages awarded in any lawsuit **we** defend accruing after entry of judgment and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of liability.
- (3) Premiums on appeal bonds and attachment bonds required in any lawsuit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our** limit of liability. **We** have no duty to apply for or furnish bonds.
- (4) Up to \$200 a day that **you** actually lose when **you** miss work, but not other income, when **we** ask **you** to attend trials or hearings.
- (5) Necessary expenses incurred for first aid for others at the time of the **car accident** because of **bodily injury** covered by this Part.
- (6) Any other reasonable expenses incurred at **our** specific request.

Exclusions

This coverage and our duty to defend does not apply to:

- (1) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense car pools.
- (2) **Bodily injury** or **property damage** caused intentionally by or at the direction of an **insured person**.
- (3) **Bodily injury** or **property damage** with respect to which any person is an insured under nuclear energy liability insurance or that results from nuclear reactions, radiation or fallout. This exclusion applies even if the limits of that insurance are exhausted.
- (4) **Bodily injury** to an employee or a fellow employee of an **insured person** arising during the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
- (5) **Bodily injury** or **property damage** resulting from the ownership maintenance or use of any vehicle, including **your insured car**, in the course of any business other than an **auto business**, farming or

ranching, unless the business use is infrequent or is disclosed to and accepted by **us**.

- (6) **Bodily injury** or **property damage** resulting from auto business operations. This exclusion does not apply to **you**, or anyone associated as agent for, or employed by **you**, with respect to the operation of **your insured car**.
- (7) Damage to property owned by, rented to, or being transported by, used by, or in the charge of an **insured person**, except damage to a private residence or garage **you** rent. A **motor vehicle** operated by an **insured person** shall be considered to be property in the charge of an **insured person**.
- (8) **Bodily injury** or **property damage** assumed by an **insured person** under any contract or agreement.
- (9) **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of **your insured car** while it is being leased or rented to others.
- (10) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by, or furnished or available for regular use by **you**.
- (11) **Bodily injury** to **you**.
- (12) **Bodily injury** or **property damage** caused while **your insured car** is used in or preparing for any racing, speeding, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.
- (13) **Bodily injury** resulting from, arising out of or related to **pollutants** and/or **contamination** whether by vehicle or an **insured person**.
- (14) **Bodily injury** or **property damage** arising out of the loading or unloading of any **car**. This exclusion does not apply to **you** or a lessee or bailee of any **car** or employee of any such person.
- (15) **Bodily injury** or **property damage** resulting from the use of a vehicle for snow removal.
- (16) Punitive or exemplary damages.

Conformity with Financial Responsibility Laws

If **we** certify this policy as proof of compliance under any financial responsibility law, it will comply with that law to the extent of the coverage required by the law. **You** must reimburse **us** if **we** have to make a payment that **we** would not have had to make if this policy were not certified.

Out of State Insurance

If an **insured person** becomes subject to the financial responsibility law or the compulsory insurance law or similar laws of another **state** because of the ownership, maintenance or use of **your insured car** in that **state**, **we** will interpret this policy to provide any broader coverage required by those laws. Any broader

coverage so afforded shall be reduced to the extent that other automobile liability coverage applies. No person may, in any event, collect more than once for the same elements of **loss**.

Limits of Liability

Subject to all the provisions below, the limits of liability shown in the Declarations Page are the maximum amounts **we** will pay in damages for any one **car accident**.

- (1) The **bodily injury** liability limit for "each person" is the maximum limit for all claims by all persons for damages from **bodily injury** to one person.
- (2) Subject to the **bodily injury** liability limit for "each person", the **bodily injury** liability limit for "each accident" is the total limit for all claims for damages from **bodily injury** to two or more persons in any one **car accident**.
- (3) The **property damage** liability limit for "each accident" is the limit for all claims for damages, direct or indirect, by all persons for damage to property in any one **car accident**.

We will pay no more than these maximums regardless of:

- (1) The number of vehicles described or premiums shown on the Declarations Page.
- (2) The number of **insured persons**.
- (3) The number of claims made or lawsuits filed.
- (4) The number of claimants making claims.

- (5) The number of policies issued by **us**.
- (6) The number of vehicles involved in the **car accident**.

Any amount payable to an **insured person** under this part will be reduced by any amount paid or payable for the same expense under Part II - Medical Payments or Part III - Uninsured Motorist Coverage.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

If this policy provides coverage that exceeds the limits required by the applicable Financial Responsibility laws, then such excess coverage shall not apply to the operation, maintenance or use of **your insured car** by any person other than **you**, but this limitation shall not apply to liability incurred by **you**.

Separate Application of This Coverage

This coverage applies separately to each **insured person** against whom a claim is made or lawsuit is brought, except with respect to the limits of liability.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that the limits of liability bear to the total of all applicable limits. For coverage afforded under this Part for a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance.

PART II – MEDICAL PAYMENTS COVERAGE

This coverage applies only if a premium is shown for the coverage on the Declarations Page.

This coverage does not apply at all if there is any Personal Injury Protection Coverage in effect at the time of the **car accident**.

We will pay the **usual and customary charge** for reasonable and necessary expenses incurred within one year from the date of **car accident** for medical and funeral services because of **bodily injury** sustained by an **insured person** and caused by a **car accident**.

Reasonable medical expenses do not include expenses:

- (1) For treatment, services, products or procedures that are experimental in nature, for research, or not primarily designed to serve a medical purpose; or are not commonly recognized throughout the medical profession and within the United States as appropriate treatment of **bodily injury**;
- (2) Incurred for the use of thermography or other related procedures of similar nature;
- (3) Incurred for the use of acupuncture or other related procedures of a similar nature; or
- (4) Incurred for the purchase or rental of equipment not primarily designed to serve a medical purpose.

Additional Definitions Used In This Part Only

As used in this part

- (1) "**Insured person**" or "**insured persons**" means:
 - (A) **You** while occupying **your insured car**.
 - (B) **You** as a pedestrian when struck by a **motor vehicle** or **utility trailer**.
 - (C) Any other person while **occupying your insured car** while the **car** is being used by **you** or another person with **your** permission.
- (2) "**Usual and customary charge**" means an amount which **we** determine as a customary charge for services in the geographical area in which the service is rendered. **We** may determine this charge through the use of independent sources of **our** choice.

Exclusions

This coverage does not apply to **bodily injury** to any person:

- (1) Sustained while **occupying your insured car** when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any

other product. This exclusion does not apply to shared-expense car pools.

- (2) Sustained while **occupying** any vehicle being used as a residence or premises.
- (3) Sustained while **occupying** a **motor vehicle** with less than four wheels.
- (4) Sustained while **occupying** or when struck by any vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you**.
- (5) Sustained while **your insured car** is being leased or rented to others.
- (6) Sustained while **occupying** any vehicle while the vehicle is being used in the business or occupation of an **insured person**. This exclusion does not apply while **occupying your insured car** if business use is disclosed to and accepted by **us**.
- (7) Occurring during the course of employment if benefits are payable or required to be provided under a workers' compensation law, disability benefits or other similar laws.
- (8) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, riot, nuclear reaction, radiation or radioactive contamination, or by any consequence of these.
- (9) Sustained while **occupying** any vehicle being used in or to prepare for any racing, speed, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.
- (10) Intentionally caused by an **insured person** or at the direction of an **insured person**.
- (11) Sustained while **your insured car** is being used in the commission of a felony or for any other purpose which is legally recognized to be criminal.
- (12) Sustained while **your insured car** is being operated by a **regular operator** who was not

reported to **us** on the original application for insurance or otherwise disclosed to **us** and listed on the declarations page before the **car accident**.

Limits of Liability

We will pay no more than the limits of liability shown for this coverage on the Declarations Page for each person injured in any one **car accident** regardless of:

- (1) The number of vehicles described or premiums shown on the Declarations Page.
- (2) The number of **insured persons**.
- (3) The number of claims made or lawsuits filed.
- (4) The number of claimants making a claim.
- (5) The number of policies issued by **us**.
- (6) The number of vehicles involved in the **car accident**.

Any amount payable to an **insured person** under this part will be reduced by any amount paid or payable for the same expense under Part I - Liability or Part III - Uninsured Motorists Coverages.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

Other Insurance

This Medical Payments Coverage is excess over any other applicable insurance.

Our Rights To Recover Payment

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party.

In the event **you** recover payment from the responsible party, to the extent **you** recover payment from the responsible party, to the extent of such recover, any rights to payment under this Part no longer exist.

PART III – UNINSURED MOTORISTS COVERAGE

This coverage applies only if there is a premium shown for the coverage on the Declarations Page.

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

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

Additional Definitions Used in This Part Only

As used in this Part:

- (1) "**Insured Person**" means:
 - (A) **You**.

- (B) Any other person **occupying your insured car** with **your** permission.
- (C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

- (2) "**Uninsured motor vehicle**" means a **motor vehicle** which is:
 - (A) Not insured by a **bodily injury** liability bond or policy at the time of the accident.
 - (B) Insured by a liability bond or policy at the time of the accident, but which provides **bodily injury** liability limits less than the minimum **bodily injury** limits required by the financial

responsibility law of the **state** in which **your insured car** is principally garaged.

- (C) A hit-and-run vehicle whose operator or owner is unknown and which strikes:
- (i) **You.**
 - (ii) A vehicle which **you** are **occupying**.
 - (iii) **Your insured car.**

There must be actual physical contact with the hit-and-run vehicle.

- (D) Insured by a **bodily injury** liability bond or policy at the time of the accident but the insurer denies coverage or is or becomes insolvent.

"**Uninsured motor vehicle**" does not mean a vehicle:

- (A) Owned by or furnished or available for the regular use of **you**.
- (B) Owned or operated by a self-insurer within the meaning of any **motor vehicle** financial responsibility law, motor carrier law or any similar law except if that self-insurer is or becomes insolvent.
- (C) Owned by a governmental unit or agency.
- (D) Designed mainly for use off public roads, while not on public roads.
- (E) Operated on rails or crawler treads.
- (F) While used as a residence or premises.

Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:

- (1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
- (2) While occupying a **motor vehicle** with less than four wheels.
- (3) If that person or the legal representative of that person agrees to any settlement without **our** written consent.
- (4) While **occupying your insured car** when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense car pools.
- (5) While **occupying** any vehicle while the vehicle is being used in the business or occupation of an **insured person**. This exclusion does not apply while **occupying your insured car** if business use is infrequent or is disclosed to and accepted by **us**.
- (6) While any vehicle is being used in or to prepare for any racing, speed, stunt, performance, or demolition activity, regardless of whether such activity is prearranged or organized.
- (7) While **your insured car** is being operated by a **regular operator** who was not reported to **us** on the original application for insurance or otherwise

disclosed to **us** and listed on the declarations page before the **car accident**.

This coverage shall not apply to punitive or exemplary damages.

Limits of Liability

Subject to all the provisions below, the limits of uninsured motorists insurance shown on the Declarations Page are the maximum amounts **we** will pay in damages for any one **car accident**:

- (1) The **bodily injury** limit for "each person" is the maximum limit for all claims by all persons for damages from **bodily injury** to any one person.
- (2) Subject to the **bodily injury** limit for "each person", the **bodily injury** liability limit for "each accident" is the total limit for all claims for damages from **bodily injury** to two or more persons in any one **car accident**.

We will pay no more than these maximums regardless of:

- (1) The number of vehicles described or premiums shown on the Declarations Page.
- (2) The number of **insured persons**.
- (3) The number of claims made or lawsuits filed.
- (4) The number of claimants making a claim.
- (5) The number of policies issued by **us**.
- (6) The number of vehicles involved in the **car accident**.

Any amounts payable to an **insured person** will be reduced by:

- (1) Any payments made by or on behalf of the owner or operator of the **uninsured motor vehicle**, or any other person or organization which may be legally liable.
- (2) Any amount paid or payable for the same expense under Part I - Liability Coverage or Part II - Medical Payments.
- (3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. When an **insured person** is **occupying a car or utility trailer you** do not own, this coverage is excess over any other applicable insurance. This coverage shall apply only in the amount by which the limits of liability for this

coverage exceed the applicable limits for such other insurance.

Arbitration

If **we** and an **insured person** claiming coverage under this Part do not agree:

- (1) On the legal liability of the operator or owner of an **uninsured motor vehicle**; or
- (2) As to the amount of damages;

then the matter may be arbitrated upon written agreement between both parties. In this event, each party will select an arbitrator unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third. If the two arbitrators cannot agree on the third within thirty (30) days, then on joint application by the insured and **us**, the third arbitrator will be appointed by a judge or court having jurisdiction.

Disputes concerning coverage under this Part may not be arbitrated.

Each party will:

- (1) Pay the expenses they incur; and
- (2) Bear the expenses of the single arbitrator, equally.
- (3) Bear the expenses of the third arbitrator, equally, if two arbitrators are used and a third is selected.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resided at the time the policy was purchased. Local rules of procedure and evidence will apply. A decision agreed to by two of the arbitrators, or the single arbitrator, shall be binding as to:

- (1) The legal liability of the operator or owner of an uninsured vehicle; and/or
- (2) The amount of damages. The arbitrators shall have no authority to award an amount in excess of the limits of liability or which includes punitive or exemplary damages.

The decision of the arbitrators is binding only for the amount of the award that does not exceed **our** limits of liability or does not include punitive or exemplary damages.

If an award does exceed **our** limits of liability, or includes punitive or exemplary damages, either party may demand the right to trial. Such demand must be made within sixty (60) days of the arbitrator's decision, or such lesser time as provided by the rules of civil procedure for the jurisdiction where the arbitration occurs.

We will not pay the punitive or exemplary damages which the **insured person** may be legally entitled to collect. No valid arbitration award shall include amounts for punitive or exemplary damages.

PART IV – CAR DAMAGE COVERAGE

We will pay for **loss** to **your insured car** which is:

- (1) Caused by **collision**, but only if a premium is shown for the coverage on the Declarations Page.
- (2) Caused by **comprehensive**, but only if a premium is shown for the coverage on the Declarations Page.

Additional Definitions Used in This Part Only

As used in this Part:

- (1) "**Collision**" means actual physical contact between **your insured car** and another object or upset of **your insured car**.
- (2) "**Comprehensive**" means **loss** to **your insured car** not caused by **collision**. The following is considered **loss** caused by **comprehensive**, including, but not limited to:
 - (A) Missiles or falling objects;
 - (B) Fire;
 - (C) Theft or larceny;
 - (D) Explosion or earthquake;
 - (E) Windstorm;
 - (F) Hail, water or flood;
 - (G) Malicious mischief or vandalism;
 - (H) Riot or civil commotion;
 - (I) Contact with bird or animal; or

- (J) Breakage of glass

If breakage of glass results from a **collision**, **you** may elect to have it treated as a **loss** caused by **collision**.

- (3) "**Covered Equipment**" means:

- (A) Any permanently installed equipment, parts, or accessories which were purchased as standard or optional equipment from the manufacturer of the vehicle.
- (B) Any permanently installed device designed for the recording or reproduction of sound, provided the device is installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio. The maximum **we** will pay for **loss** to the device and its accessories is \$500.

- (4) "**Rental Vehicle**" means a **car you** rent or hire, only from an entity licensed to conduct such business under applicable state law, while such **car** is in **your** custody or is being operated by **you** or a **relative**.

- (5) "**Your insured car**" also includes a **rental vehicle** while it is being used as a temporary substitute for a **car** described on the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.

A **rental vehicle**, under this part, shall be provided the same coverage as the vehicle it temporarily replaces.

Your Deductible

The deductible amount shown on the Declarations Page will be subtracted from payment of any **loss** covered under this Part.

No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.

We will waive the collision deductible if **your insured car** and another **motor vehicle** insured by **us** collide. This provision applies only if the other **motor vehicle** is not owned by **you**.

Settlement of Loss

We may pay the **loss** in money or repair or replace damaged or stolen property. **We** may, at any time before the **loss** is paid or the property is replaced, return, at **our** expense, any stolen property either to **you** or to the address shown on the Declarations Page, with payment for the resulting damage. If **we** repair or replace the damaged or stolen property, **we** reserve the right to use parts of like kind and quality. **We** may keep all or part of the property salvage upon payment to **you** of its agreed or appraised value. **You** may not abandon the damaged property to **us**.

Appraisal

You or **we** may demand appraisal of the **loss**. Each will appoint and pay a competent and impartial qualified appraiser. Other appraisal expenses will be shared equally. The appraisers, or a judge or a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by the two appraisers, or either of the appraisers and the umpire, will determine the amount payable.

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

Transportation Expenses

We will pay **you** for reasonable actual incurred alternative transportation expenses if **your insured car** covered by this Part is stolen. Transportation expenses covered shall not exceed \$20 per day. The payment period begins forty-eight (48) hours after **you** have told **us** of the theft and have notified the police. The period ends:

- (1) Seventy-two (72) hours after **we** make an offer to pay the actual cash value of **your insured car**;
- (2) When **your insured car** is returned to use; or
- (3) When **we** have paid \$600 in alternative transportation costs,

whichever occurs first.

Exclusions

This coverage does not apply to **loss**:

- (1) To **your insured car** while used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense car pools.
- (2) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, riot, nuclear reaction, radiation, or radioactive **contamination**, or any consequence of any of these.
- (3) To television antennas, awnings, cabanas or any equipment designed to provide additional living or transportation facilities.
- (4) To tapes, records, compact discs or other devices for use with equipment designed for the reproduction of sound including any cases or other containers used in storing or carrying such items.
- (5) To equipment designed or used for the detection or location of radar or laser.
- (6) To equipment used to either mechanically or structurally modify **your insured car** resulting in an increase in performance or change in appearance.
- (7) To any closed container designed to fit in the bed of a pickup truck, plow, winches and lift kits whether or not permanently attached.
- (8) To any facilities used for cooking.
- (9) To equipment, parts and accessories which are not defined as **covered equipment** unless items are declared as permanently installed in or on **your car** and a specific premium is paid.
- (10) Resulting from wear and tear, freezing, or other temperature changes, mechanical or electrical breakdown or failure, manufacturers defect, road damage to tires or other prior **loss** damage. This exclusion does not apply if the **loss** results from theft covered by this insurance.
- (11) While **your insured car** is being used in or preparing for any racing, speeding, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.
- (12) Sustained while **occupying** any vehicle while the vehicle is being used in the business or occupation of an **insured person**. This exclusion does not apply while **occupying your insured car** if business use is infrequent or is disclosed to and accepted by **us**.
- (13) To any **car** not owned by **you** that is not **your insured car**.
- (14) To **your insured car**, if at the time of the **loss**, **your insured car** was driven by a **regular operator** who was not reported to **us** on the original application for

insurance or otherwise disclosed to **us** and listed on the declarations page before the **car accident**.

(15) To **your insured car**:

- (A) While being used in any illegal trade or transportation, or to commit a felony or for any other purpose which is legally recognized to be criminal.
- (B) Caused intentionally by or at the direction of **you** or any other person using **your insured car** with **your** permission.
- (C) Due to the destruction or confiscation by governmental or civil authorities. This exclusion 15 (C) does not apply to the interests of the Loss Payees in **your insured car**.
- (D) Due to theft or conversion of **your car**, or a non-owned **car**, or any optional equipment we insure, which occurs prior to its delivery to **you**, or which occurs after **you** have delivered **your car** or non-owned **car** to a third party to whom you have authorized to sell, trade or otherwise dispose of it.
- (E) Due to diminution of value, meaning the actual or perceived loss in market or resale value which results from a direct and accidental **loss** to a **car** and any optional equipment **we** insure.
- (F) Due to acquisition of a stolen vehicle.

(16) To **your insured car** due to mold damage or mold remediation costs, regardless of the source.

Limits of Liability

Our limits of liability for **loss** shall not exceed the lesser of:

- (1) The actual cash value of the stolen or damaged property at the time of **loss**, reduced by the applicable deductible; or
- (2) The amount necessary to repair or replace the property with parts or property of like kind and quality, reduced by the applicable deductible.

In determining the actual cash value of the property or damaged part of the property at the time of the **loss**, an adjustment for depreciation and physical condition will be made in relation to the physical condition and wear and tear. If new parts are used to replace parts subject to wear and tear, depreciation will be taken to the extent of the wear and tear.

No Benefit to Bailee

This coverage shall not in any way benefit any person or organization caring for or handling **your insured car** for a fee.

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. However, any insurance **we** may be required to provide with respect to any non-owned vehicle used as a temporary substitute for a vehicle **you** own shall be excess over any other collectible insurance.

PART V – GENERAL PROVISIONS

Territory

This policy applies only to **car accidents** and losses within the United States, its territories or possessions, or Canada, or between their ports.

Changes

This policy, **your** application (which is made a part of this policy as if attached), and the Declarations Page include all the agreements between **you** and **us** relating to this insurance.

We will automatically give **you** the benefits of any extension or broadening of this policy if the change does not require additional premium.

The only other way this policy can be changed is by endorsement. Any necessary adjustment of premium will be made at that time. **We** will accept certain changes to **your** policy that **you** request. However, some changes you request require **your** signature. These will be effective only after the proper signature is obtained. Any change will be confirmed by **our** issuance of a declarations page.

The premium for each of **your cars** is based on information we received from **you** or other sources. Changes in this information, such as but not limited to, addition or deletion of **cars**, coverages or operators of

your cars, or a new place of principal garaging of **your car**, made during the policy period, may result in a premium increase or decrease. **We** will make such changes based on the rates in effect at the time of the change and in accordance with **our** manual rules and/or rate filings.

If **you** move to a **state** in which this policy is unavailable, **we** will continue this policy only for the current policy term, at the end of which time all coverages will cease. **You** must notify **us** within fourteen (14) days of a new address.

Two or More Cars Insured

With respect to any **car accident** or **loss** to which this and any other auto policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

Lawsuit Against Us

We may not be sued unless there has been full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an **insured person** to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and **us**. No one has any right under this policy to make **us** a

party to a lawsuit to determine the liability of an **insured person**.

No person who is not an **insured person** under the terms of this policy shall have any interest in this policy, either as:

- (1) a third party beneficiary; or
- (2) otherwise;

unless there first is a rendering of a verdict against a person who is an **insured person** under the terms of this policy for a claim which is covered by this policy.

Our Recovery Rights

In the event of any payment by **us** under this policy, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. **You** and anyone **we** protect must sign any papers and do whatever else is necessary to enable **us** to exercise **our** rights. **You** and anyone **we** protect will do nothing to prejudice **our** rights.

If **we** ask, any person that **we** have paid must take appropriate action, in that person's own name, to recover any payment **we** have made from any responsible party or insurer. **We** will select the attorney and pay all related costs and fees.

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimburse **us** to the extent of **our** payment plus any costs or attorney fees **we** have to pay.

If **we** make payment under any Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under such Part no longer exists.

Assignment

Interest in this policy may not be assigned without **our** written consent. If the policyholder named on the Declarations Page or the spouse of the policyholder who lives in the same household dies, the policy will cover:

- (1) The surviving spouse.
- (2) The legal representative of the deceased while acting within the scope of the duties as a legal representative.
- (3) Any person having proper custody of **your insured car** until a legal representative is appointed.

However, if any person is an excluded driver under this policy, there would be no coverage while any person is driving an **insured car**.

Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

Out-of-State Insurance

If this policy provides liability insurance and if **you** are traveling in a state which has compulsory **motor vehicle** insurance requirements for nonresidents, **we** will automatically provide the required insurance. However, this amendment will provide only excess insurance.

Renewal of This Policy

Subject to **our** consent, **you** have the right to renew this policy. When **we** consent to renewal, **you** must pay the renewal premium before the renewal date. This policy will automatically expire if **we** do not receive the required premium before the renewal date of the policy.

If **we** offer to renew the policy or bill for a balance due from a policy change and **you** or **your** representative fail to pay the required premium when due, **you** have not accepted **our** offer and this policy will automatically terminate on the date noted on the renewal or balance due notice.

If **we** decide not to renew this policy, **we** will mail to the person named on the Declarations Page at the address shown on the Declarations page notice of nonrenewal not less than twenty (20) days before the end of the policy period.

Cancellation or Nonrenewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to the person named on the Declarations Page at the address shown on the Declarations Page:

- (1) Not less than ten (10) days prior to the effective date of cancellation:
 - (A) For nonpayment of premium; or
 - (B) If the policy has been in effect less than sixty (60) days and is not a continuation or renewal policy.
- (2) Not less than twenty (20) days prior to the effective date of cancellation for any other reason.
- (3) If this policy has been in effect for sixty (60) days **we** may cancel only:
 - (A) For nonpayment of premium; and
 - (B) For suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car**. The suspension or revocation must have taken place during the policy period, or, if a renewal policy, within one year of the original effective date of the policy.

If different requirements for cancellation and non-renewal or termination of policies are applicable because of the laws of **your** state, **we** will comply with those requirements.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you** cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The

effective date of cancellation stated in a notice is the end of the policy period.

Misrepresentations

If **you misrepresent** any fact or circumstance that affects the eligibility of a risk, contributes to a loss, or results in a premium lower than that which would have been charged if true and complete representations had been made, **we** reserve the right to rescind the policy and/or deny coverage..

In Witness Whereof, we have caused this policy to be signed by its President and Secretary, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



-Secretary



-President

NOTICE OF OUR INFORMATION PRACTICES

As required by Public Law 91-508, Fair Credit Reporting Act, this is to inform you that as part of our procedure for processing and reviewing applications, new policies, renewal policies and policies currently in effect, a credit report, motor vehicle report or an investigative report may be obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted. This inquiry includes

information as to your character, general reputation, personal characteristics, mode of living or driving history, whichever may be applicable. You have the right to make a written request to this company within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation and/or to dispute such information which you believe to be erroneous.

PERSONAL AUTO POLICY AMENDATORY ENDORSEMENT – ARKANSAS

It is agreed that the policy is amended as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

Definition (9) is replaced in its entirety by the following:

(9) “**Your insured car**” means:

- (A) Any **car you** own described on the Declarations Page and any **car you** replace it with. A replacement **car** will have the same coverage as the **car** it replaced. If **you** want coverage to apply to a replacement **car**, **you** must, however, notify **us** within twenty (20) days of its acquisition. **You** must pay any additional premium charges for coverage for the replacement **car**.
- (B) Any additional **car** of which **you** acquire ownership during the policy period, provided **we** insure all other **cars you** own on the date **you** acquire the additional **car**. For coverage to apply under Part I – Liability coverage, **you** must, however, notify **us** within twenty (20) days of its acquisition. Car Damage Coverage will apply to the additional **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay any additional premium charges for coverage for the additional **car**.
- (C) Any **car** not owned by **you** while being used temporarily with the permission of the owner as a temporary substitute for any other **car** described in the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction, except for collision or comprehensive coverage under Part IV – Car Damage Coverage of this policy.
If the temporary substitute vehicle is provided to **you** or a **relative** by a duly licensed automobile dealer, collision or comprehensive coverage under Part IV – Car Damage Coverage of this policy applies to the extent coverage is provided under Part IV – Car Damage Coverage of this policy to the **car** being substituted.
- (D) Any **utility trailer you** own, or any **utility trailer** not owned by **you** while being used with permission of the owner, except for collision or comprehensive under Part IV - Car Damage Coverage of this policy

Definition (16) is added to this section:

(16) **Punitive or Exemplary Damages** means an amount awarded with the intent to punish a wrongdoer and to deter others from similar conduct.

PART I – LIABILITY COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted..

Other Insurance

The following is added to this provision:

However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or

(2) To demonstrate the **car**,

we will provide primary insurance.

PART II – MEDICAL PAYMENTS COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Other Insurance

The following is added to this provision:

However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or

(2) To demonstrate the **car**,

we will provide primary insurance.

PART III – UNINSURED MOTORISTS COVERAGE

Arbitration

The Arbitration provision is deleted in its entirety

PART IV – CAR DAMAGE COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under

this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Settlement of Loss

The following is added to this 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 insured car** and **we** elect 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 applicable taxes, license fees, and other fees actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

Appraisal

The Appraisal provision is deleted in its entirety.

Exclusions

Exclusion (13) is replaced in its entirety by the following:

This coverage does not apply to **loss**:

(13) To any **car** not owned by **you**. However, this exclusion does not apply if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction.

Other Insurance

This provision is replaced in its entirety by the following:

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

- (1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction; or
- (2) To demonstrate the **car**,
we will provide primary insurance.

PART V – GENERAL PROVISIONS

Our Recovery Rights

The first paragraph is replaced in its entirety by the following:

In the event of any payment by **us** under this policy, except as specified in Part III – Uninsured Motorists and Underinsured Motorists Coverage Endorsement, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. **You** and anyone **we** protect must sign any papers and do whatever is necessary to help **us** exercise **our** rights. **You** and

anyone **we** protect will do nothing after the loss to prejudice **our** rights.

The following is added to this provision:

We shall be entitled to a recovery under this provision only after the person has been fully compensated for damages.

Renewal of This Policy

The second paragraph is replaced with the following:

If **we** decide not to renew this policy, **we** will mail to the person named the Declarations Page, at the address shown on the Declarations Page notice of nonrenewal not less than thirty (30) days before the end of the policy period.

Cancellation or Nonrenewal of This Policy

This provision is replaced in its entirety by the following:

Cancellation or Nonrenewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to the person named on the Declarations Page at the address shown on the Declarations Page:

- (1) Not less than ten (10) days prior to the effective date of cancellation for nonpayment of premium.
- (2) Not less than twenty (20) days prior to the effective date of cancellation for any other reason.
- (3) If this policy has been in effect for sixty (60) days, **we** may cancel only:
 - (A) For nonpayment of premium;
 - (B) For suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car**. The suspension or revocation must have taken place during the policy period, or, if a renewal policy, within one hundred eighty (180) days immediately preceding its effective date;
However, **we** may not cancel solely due to the administrative suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car** due to an alcohol or drug related violation set forth under Arkansas code 5-65-104.
 - (C) If the policy was obtained through a material misrepresentation; or
 - (D) If the named insured or any driver of **your insured car** is convicted of:
 - (i) Driving while intoxicated;
 - (ii) Homicide or assault arising out of the use of a motor vehicle; or
 - (iii) Three (3) separate speeding or reckless driving violations, or any combination of the two,(2) during the policy period,

including the three (3) months prior to the effective date of the policy.

If different requirements for cancellation and non-renewal or termination of policies are applicable because of the laws of **your** state, **we** will comply with those requirements.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you** cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The

effective date of cancellation stated in a notice is the end of the policy period

Misrepresentations

This provision is replaced in its entirety by the following:

Misrepresentations

If you misrepresent any fact or circumstance that affects the eligibility of a risk, contributes to a loss, or results in a premium lower than that which would have been charged if true and complete representations had been made, we reserve the right to rescind the policy and/or deny coverage, except for coverage to injured third parties under Part I – Liability Coverage of this policy.

PERSONAL INJURY PROTECTION ENDORSEMENT – ARKANSAS

We agree with **you**, subject to the provisions of this endorsement and to all the provisions of the policy, except as changed by this endorsement, as follows:

WHAT TO DO IN CASE OF A CAR ACCIDENT OR LOSS

Other Duties

The following duties of an **eligible injured person** claiming Personal Injury Protection benefits are added:

- (1) In the event of a **car accident**, written notice containing particulars sufficient to identify the **eligible injured person(s)**, and also reasonable obtainable information respecting the time, place and circumstances of the **car accident** shall be given by or on behalf of each **eligible injured person to us** or any of **our** authorized agents as soon as reasonable.
- (2) The **eligible injured person**, or in the event of the incapacity or death of the **eligible injured person**, the legal representative of the **eligible injured person** shall, upon each request from **us**, execute authorization to enable **us** to obtain medical reports, copies of records and information with respect to loss of income. **We** may require that the **eligible injured person**, as a condition for receiving **work loss**, cooperate in furnishing **us** reasonable medical proof of inability to work.
- (3) If any **eligible injured person** or legal representative of that person shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort for the injury, a copy of the summons and complaint, or other process served in connection with the legal action, shall be forwarded as soon as practical to **us** by the **eligible injured person** or the legal representative of that person.
- (4) A person seeking Personal Injury Protection Coverage must also:
 - (A) Submit to physical and mental examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
 - (B) Furnish **us** with a sworn statement, at **our** request, of earnings for the **eligible injured person** since the date of the **car accident** and for a reasonable time before the **car accident**.
 - (C) Give **us** written proof of claim, under oath if required, which provides complete details of the nature and extent of the injuries and treatment received and contemplated and any other information which may assist **us** in determining the amount due and payable.

PERSONAL INJURY PROTECTION COVERAGE

We will pay Arkansas Personal Injury Protection benefits for:

(1) **Medical Payments;**

- (2) **Work Loss;** and
- (3) **Accidental Death**

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by a **car accident** resulting from the ownership, maintenance or use of **your insured car**.

We will pay only those benefits for which either the word "included" or a specific premium is shown on the Declarations Page.

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this endorsement shall extend to such temporary substitute vehicle only to the extent coverage is provided under this endorsement to the **car** being substituted.

Additional Definitions Used in This Part Only

As used in this endorsement:

- (1) "**Eligible injured person**" means:
 - (A) **You** or a **relative** who sustains **bodily injury** while **occupying a car** or, while a **pedestrian**, through being struck by a **motor vehicle**.
 - (B) Any other person, who sustains **bodily injury** while:
 - (i) **Occupying** or while a **pedestrian**, through being struck by **your insured car**.
 - (ii) **Occupying a motor vehicle** other than **your insured car**. The **bodily injury** must result from the:
 - (a) Use of such **car** by **you**;
 - (b) Operation of such **car** by **your** private chauffeur or domestic servant on behalf **your** behalf; or
 - (c) Use of such **car** by any **relative** if the vehicle is defined as a **car**.This provision (B.ii.) does not apply to work loss or accidental death benefits.
- (2) "**Pedestrian**" means a person not **occupying** a self-propelled vehicle, other than a motorcycle or vehicle operated by human or animal power.
- (3) "**Medical payments**" means the **usual and customary charge** for reasonable and necessary expenses incurred within two years from the date of the **car 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**” does not include expenses:

- (1) For treatment, services, products or procedures that are experimental in nature, for research, or not primarily designed to serve a medical purpose; or are not commonly recognized throughout the medical profession and within the United States as appropriate treatment of **bodily injury**;
 - (2) Incurred for the use of thermography or other related procedures of similar nature;
 - (3) Incurred for the use of acupuncture or other related procedures of a similar nature; or
 - (4) In excess of those required for a semi-private room, unless more extensive care is required.
- (4) “**Usual and customary charge**” means an amount which **we** determine as a customary charge for services in the geographical area in which the service is rendered. **We** may determine this charge through the use of independent sources of **our** choice.
- (5) “**Work loss**” means expenses reasonably incurred during a period of disability caused by **bodily injury** sustained by an **eligible injured person** in the **car accident**, provided that:
- (A) If an **eligible injured person** is an income earner, expenses are limited to loss of income from work the **eligible injured person** would have performed had the **eligible injured person** not sustained **bodily injury**.
 - (B) If an **eligible injured person** is a non-income earner, expenses are limited to those incurred in obtaining ordinary and necessary services instead of those the **eligible injured person** would have performed, without income and for the benefit of the **eligible injured person** or their family, had the **eligible injured person** not sustained **bodily injury**.
 - (C) **Work loss** only applies to the period of disability beginning eight (8) days after the date of the **car accident** and ending the earliest of the following:
 - (i) The date on which the **eligible injured person** is able to perform the **eligible injured person’s** usual duties had the **eligible injured person** not sustained **bodily injury**; or
 - (ii) The expiration of not more than 52 weeks from the 8th day; or
 - (iii) The date of the **eligible injured person’s** death.
- (6) “**Accidental death**” means **bodily injury** resulting from the **car accident** which causes the death of the **eligible injured person** within one (1) year from the date of the **car accident**. The **bodily injury** must be the sole cause of death.

Exclusions

This coverage does not apply to **bodily injury** to any person:

- (1) Sustained while **occupying your insured car** when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other product. This exclusion does not apply to shared-expense car pools.
- (2) Sustained while **occupying** any vehicle being used as a residence or premises.
- (3) Sustained while **occupying a motor vehicle** with less than four wheels.
- (4) Sustained while **occupying** or when struck by any vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you**.
- (5) Sustained while **your insured car** is being leased or rented to others.
- (6) Sustained while **occupying** any vehicle while the vehicle is being used in the business or occupation of an **insured person**. This exclusion does not apply while **occupying your insured car** if business use is disclosed to and accepted by **us**.
- (7) Occurring during the course of employment if benefits are payable or required to be provided under a workers' compensation law, disability benefits or other similar laws.
- (8) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, riot, nuclear reaction, radiation or radioactive contamination, or by any consequence of these.
- (9) Sustained while **occupying** any vehicle being used in or to prepare for any racing, speed, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.
- (10) Intentionally caused by an **insured person** or at the direction of an **insured person**.
- (11) Sustained while **your insured car** is being used in the commission of a felony or for any other purpose which is legally recognized to be criminal.
- (12) Sustained while **your insured car** is being operated by a **regular operator** who was not reported to **us** on the original application for insurance or otherwise disclosed to **us** and listed on the declarations page before the **car accident**.

Limits of Liability

Our liability for Personal Injury Protection benefits with respect to **bodily injury** sustained by one **eligible injured person** in one **car accident**, is limited as follows:

- (1) The total amount payable shall not exceed the sum of:
 - (A) \$5,000 per person for **medical payments**.

- (B) 70% of the loss of gross income for **work loss**, subject to a maximum of \$140 per week for an income earner; Up to \$70 per week for a non-income earner for **work loss**.
 - (C) \$5,000 per person for **accidental death**; payable to the **eligible injured person's** personal representative.
- (2) **We** will pay no more than the total amount payable shown above, regardless of:
- (A) The number of **eligible injured persons** insured;
 - (B) The number of policies or bonds applicable;
 - (C) The number of claims made; or
 - (D) The number of **insured cars** to which this insurance applies.

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

Payment of Benefits

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

Coordination of Benefits

Any coverage provided by this endorsement for **medical payments** will replace any coverage afforded under Part II – Medical Payments of this policy with respect to an **insured motor vehicle** which is registered or principally garaged in Arkansas.

Other Insurance

- (1) Any insurance **we** provide for **medical payments**:
- (A) With respect to **bodily injury** sustained by a **relative**, shall be excess over any other collectible insurance available to that **relative** as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
 - (B) With respect to **bodily injury** sustained by an **eligible injured person**, other than **you** or a **relative**, shall be excess over any other collectible similar insurance available to that **eligible injured person** as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.
- (2) Except as provided in (1) 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 **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

- (A) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or
 - (B) To demonstrate the **car**, **we** will provide primary insurance.
- (3) Any insurance **we** provide for **work loss** or **accidental death** shall be excess over any other collectible insurance available to:
- (A) An **eligible injured person**, other than **you** or a **relative**, 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 on the Declarations Page exceeds the applicable limits of liability of all other insurance.
 - (B) **You** or a **relative** under any other motor vehicle insurance policy. In this event:
 - (i) The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - (ii) **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 **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

- (i) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or
- (ii) To demonstrate the **car**, **we** will provide primary insurance.

PART V – GENERAL PROVISIONS

Policy Period, Territory

This provision is replaced by the following:

Policy Period, Territory

This policy applies only to **car accidents** and losses that happen during the policy period shown on the Declarations Page and occurs within the United States, its territories and possessions or Canada.

Our Recovery Rights

This provision is amended as follows:

- (1) This provision does not apply to **accidental death**.
- (2) In the event of any payment by **us** under this endorsement, **we** are entitled to all the rights of recovery that any **eligible injured person** or organization **we** have paid may have against another who might be held responsible. An **eligible injured person we** have paid must sign and deliver to **us** any legal papers relating to that recovery, do whatever is necessary to help **us** exercise those rights and do nothing after the loss to prejudice **our** rights.

We shall be entitled to a recovery under this provision only after the **eligible injured person** has been fully compensated for damages.

- (3) When an **eligible injured person** has been paid damages by **us** under this endorsement and also recovers from another, the amount recovered from the other shall be held by the **eligible injured person** in trust for **us** and reimburse **us** to the

extent of **our** payment. **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 insured; or
- (C) A court having jurisdiction in the matter.

UNINSURED MOTORISTS & UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT - ARKANSAS

It is agreed that the policy is amended as follows:

PART III – UNINSURED MOTORISTS COVERAGE

This Part is replaced in its entirety by the following:

PART III – UNINSURED MOTORISTS & UNDERINSURED MOTORISTS COVERAGE

This coverage applies only if there is a premium shown for Uninsured Motorists Bodily Injury Coverage, Underinsured Motorists Bodily Injury Coverage, or both on the Declarations Page and only for such coverages as are shown.

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured** or **underinsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured** or **underinsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**.

We will pay under this coverage only after the limits of liability of any applicable bodily injury liability policies or bonds have been used up by payment of judgments or settlements.

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

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Additional Definitions Used in This Part Only

As used in this Part:

(1) "**Insured Person**" means:

- (A) **You** or a **relative**.
- (B) Any other person **occupying your insured car** with **your** permission.
- (C) Any person for damages that person is entitled to recover because of **bodily injury** to **you**, a **relative** or another occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

(2) "**Uninsured motor vehicle**" means a **motor vehicle** which is:

- (A) Not insured by a **bodily injury** liability bond or policy at the time of the **car accident**.
- (B) Insured by a liability bond or policy at the time of the **car accident**, but which provides **bodily injury** liability limits less than the minimum bodily injury limits required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.

(C) A hit-and-run vehicle whose operator or owner is unknown and which strikes:

- (i) **You** or a **relative**.
- (ii) A vehicle which **you** or a **relative** are **occupying**.
- (iii) **Your insured car**.

There must be actual physical contact with the hit-and-run vehicle.

(D) Insured by a **bodily injury** liability bond or policy at the time of the **car accident** but the insurer denies coverage or is or becomes insolvent within one year after the **car accident**.

"**Uninsured motor vehicle**" does not mean a **motor vehicle**:

- (A) Owned by or furnished or available for the regular use of **you** or a **relative**.
- (B) Owned or operated by a self-insurer within the meaning of any **motor vehicle** financial responsibility law, motor carrier or any similar law except a self-insurer which is or becomes insolvent within one year after the **car accident**.
- (C) Owned by a governmental unit or agency.
- (D) Designed mainly for use off public roads, while not on public roads.
- (E) Operated on rails or crawler treads.
- (F) While used as a residence or premises.

(3) "**Underinsured motor vehicle**" means a **motor vehicle** which is insured by a liability bond or a

policy at the time of the **car accident**, but the amount paid for **bodily injury** under such liability bond or policy is less than the amount the **insured person** is legally entitled to recover for the incurred damages.

“**Underinsured motor vehicle**” does not mean a vehicle:

- (A) Insured by a liability bond or policy at the time of the **car accident**, but which provides bodily injury liability limits less than the minimum bodily injury limits required by the financial responsibility law of Arkansas.
- (B) Owned by or furnished or available for the regular use of **you** or a **relative**.
- (C) Owned or operated by a self-insurer within the meaning of any **motor vehicle** financial responsibility law, motor carrier law or any similar law, except a self-insurer which is or becomes insolvent within one year after the **car accident**.
- (D) Owned by a governmental unit or agency.
- (E) Designed mainly for use off public roads, while not on public roads.
- (F) Operated on rails or crawler treads.
- (G) While used as a residence or premises.

Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:

- (1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
- (2) While occupying a **motor vehicle** with less than four wheels.
- (3) If that person or the legal representative of that person agrees to any settlement without **our** written consent.
- (4) While **occupying your insured car** when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense car pools.
- (5) While **occupying** any vehicle while the vehicle is being used in the business or occupation of an **insured person**. This exclusion does not apply while **occupying your insured car** if the business

use is infrequent or is disclosed to and accepted by **us**.

- (6) While any vehicle is being used in or to prepare for any racing, speed, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.
- (7) While **your insured car** is being operated by a **regular operator** who was not reported to **us** on the original application for insurance or otherwise disclosed to us and listed on the declarations page before the **car accident**.
- (8) This coverage shall not apply to punitive or exemplary damages.
- (9) Which directly or indirectly benefits any insurer or self-insurer under any workers' compensation law, disability benefits law or other similar laws.

Limits of Liability

Subject to all the provisions below, the limits of uninsured motorist and underinsured motorist insurance shown on the Declarations Page are the maximum amounts **we** will pay in damages for any one **car accident**.

- (1) The **bodily injury** limit for "each person" is the maximum limit for all claims by all persons for damages from **bodily injury** to any one person.
- (2) Subject to the bodily injury limit for "each person", the **bodily injury** liability limit for "each accident" is the total limit for all claims for damages from **bodily injury** to two or more persons in any one **car accident**.

We will pay no more than these maximums regardless of:

- (1) The number of vehicles described or premiums shown on the Declarations Page.
- (2) The number of **insured persons**.
- (3) The number of claims made or lawsuits filed.
- (4) The number of claimants making a claim.
- (5) The number of policies issued by **us**.
- (6) The number of vehicles involved in the **car accident**.

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

- (1) Under Uninsured Motorists Coverage and:
 - (A) Part I – Liability Coverage or Part II – Medical Payments Coverage of this policy; or

(B) Any Underinsured Motorists Coverage provided by this policy.

(2) Under Underinsured Motorists Coverage and:

(A) Part I – Liability Coverage or Part II – Medical Payments Coverage of this policy; or

(B) Any Uninsured Motorists Coverage provided by this policy.

(3) For which payment has been made by or on behalf of the owner or operator of the **uninsured** or **underinsured motor vehicle**, or any other person or organization who may be legally responsible.

We will not pay for any element of loss if an **insured person** is entitled to receive payment for the same element of loss under workers' compensation law or disability benefits law or similar law.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. When an **insured person** is **occupying a car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance. This coverage shall then apply only in the amount by which the limits of liability for this coverage exceed the applicable limits for such other insurance. However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction; or

(2) To demonstrate the **car**,

we will provide primary insurance.

PART V– GENERAL PROVISIONS

Our Recovery Rights

The following is added to this provision:

Our rights do not apply under the first paragraph with respect to an **underinsured motor vehicle**, if **we**:

(1) Have been given prompt written notice by certified mail, return receipt-requested of a tentative settlement between an **insured person** and the insurer of an **underinsured motor vehicle**; and

(2) Fail to advance payment to the **insured person** in an amount equal to the tentative settlement within thirty (30) days after receipt of notification.

Written notice of 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** and the terms of the tentative settlement, which shall in no event include any component sum representing punitive or exemplary damages.

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

(1) That payment will be separate from any amount the **insured person** is entitled to recover under the Underinsured Motorists Coverage provision of Part III - Uninsured Motorists & Underinsured Motorists Coverage; and

(2) **We** also have a right to recover the advanced payment.

However, no notice of tentative settlement is required if the **underinsured motor vehicle** is insured by **us** for Part I – Liability Coverage.

UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE ENDORSEMENT – ARKANSAS

It is agreed that the policy and the provisions of the Arkansas Uninsured Motorists & Underinsured Motorists apply, except as amended by this endorsement, as follows:

Uninsured Motorists Property Damage Coverage

This coverage applies only if there is a premium shown for this coverage on the Declarations Page.

We will pay damages for **property damage** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **property damage** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**.

We will pay under this coverage only after the limits of liability of any applicable property damage liability policies or bonds have been used up by payment of judgments or settlements.

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

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Additional Definitions Used In This Part Only

The following provision is added to Definition (1):

- (1) "**Insured person**" means:
- (D) Any person for damages that person is entitled to recover because of **property damage** to **your insured car**.

Definition (2) is replaced in its entirety by the following:

- (2) "**Uninsured motor vehicle**" means a **motor vehicle** which is:
- (A) Not insured by a **property damage** liability bond or policy at the time of the **car accident**.
 - (B) Insured by a liability bond or policy at the time of the **car accident**, but which provides **property damage** liability limits less than the minimum **property damage** liability limits required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.
 - (C) A hit-and-run vehicle whose operator or owner is unknown and which strikes:

- (i) A vehicle which **you** or a **relative** are **occupying**; or

- (ii) **Your insured car**.

There must be actual physical contact with the hit-and-run vehicle.

- (D) Insured by a **property damage** liability bond or policy at the time of the **car accident** but the insurer denies coverage or is or becomes insolvent within one year after the **car accident**.

"**Uninsured motor vehicle**" does not mean a motor vehicle:

- (A) Owned by or furnished or available for the regular use of **you** or a **relative**.
- (B) Owned or operated by a self-insurer within the meaning of any **motor vehicle** financial responsibility law, motor carrier or any similar law except a self-insurer which is or becomes insolvent within one year after the **car accident**.
- (C) Owned by a governmental unit or agency.
- (D) Designed mainly for use off public roads, while not on public roads.
- (E) Operated on rails or crawler treads.
- (F) While used as a residence or premises.

The following definitions are added:

- (4) "**Property damage**" as used in this endorsement means:

- (A) Injury to; or
- (B) Destruction of; or
- (C) Reasonable expenses for loss of use of;

Your insured car. However, **property damage** does not include injury to, or destruction of, or loss of use of any property while contained in **your insured car**.

- (5) "**Actual cash value**", as used in this endorsement, means the market value or replacement cost less physical depreciation of the damaged property.

Exclusions

The introductory paragraph is replaced in its entirety by the following:

This coverage does not apply to **bodily injury** or **property damage** sustained by an **insured person**:

The following exclusions are added:

- (6) For the first \$200 of the amount of **property damage** to **your insured car**. This exclusion (6) does not apply if:
- (A) We insure **your insured car** for both, collision coverage and Uninsured Motorists Property Damage Coverage; and
 - (B) The operator of the **uninsured motor vehicle** is positively identified and is solely at fault.

(7) Which directly or indirectly benefits any insurer of property.

Limits of Liability

The following provision is added:

- (3) The property damage liability limit for “each accident” is the maximum amount **we** will pay for all **property damage** to all property in any one **car accident**. Subject to this maximum, **our** limits of liability for **property damage** will be the lesser of:
- (A) The **actual cash value** of **your insured car** or if the loss is a part thereof, the **actual cash value** of such part; or
 - (B) The amount necessary to repair or replace **your insured car** or if the loss is a part thereof, the

amount necessary to repair or replace such part with parts or property of like-kind and quality.

The following provision is amended as follows:

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

- (1) Under Uninsured Motorists Coverage and:
- (A) Part I – Liability Coverage or Part II – Medical payments Coverage of this policy;
 - (B) Any Underinsured Motorists Coverage provided by this policy;
 - (C) Part IV – Car Damage Coverage.

No payment will be made for loss paid or payable to the **insured person** under Part IV – Car Damage Coverage.

ADDITIONAL INSURED - LESSOR ENDORSEMENT

The provisions and exclusions that apply to the Car Policy and the Amendatory Endorsement also apply to this endorsement, except as changed by this endorsement.

As used in this endorsement, "**Your leased car**" means:

- A) A **car** shown on the Declarations Page which **you** lease for a continuous period of at least six months under a written agreement which requires **you** to provide primary insurance for the lessor; and
- B) Any substitute or replacement **car** furnished by the lessor named in this endorsement.

Any liability and any required no-fault coverages afforded by this policy for **your leased car** also apply to the lessor named on the Declarations Page as an

additional insured. This insurance is subject to the following additional provisions:

We will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:

- A) **You** or any **relative**; or
- B) Any other person using **your leased car** with permission except the lessor or any employee or agent of the lessor using **your leased car**.

If **we** terminate this policy, notice will also be mailed to the lessor.

This lessor is not responsible for payment of premiums.

The designation of the lessor as an additional insured shall not operate to increase **our** limits of liability.

BROAD FORM PHYSICAL DAMAGE COVERAGE ENDORSEMENT - ARKANSAS

The provisions and exclusions that apply to the Personal Auto Policy also apply to this endorsement, except as changed by this endorsement.

PART IV - CAR DAMAGE COVERAGE

Throughout this Part, all references to **your insured car** also apply to a **non-owned car** unless stated otherwise.

Car Damage Coverage

The following provision is added:

If there is a **loss** to a **non-owned car**, **we** will provide the broadest coverage applicable to any of **your insured cars** shown on the Declarations Page under this Part.

Additional Definitions Used in This Part Only

The following definition is added:

As used in this Part,

(6) "**Non-owned car**" means:

- (A) A **car** not owned or leased by or furnished to or available for the regular use of **you** or any **relative** while in the custody of or being operated by **you** or a **relative**.
- (B) A **car** not owned by **you** or a **relative** while being used temporarily with the permission of the owner as a temporary substitute for any other vehicle described on the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.

"**Non-owned car**" does not mean a **car** provided to **you** or a **relative** by a duly licensed automobile dealer for use as a temporary substitute for any

other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction.

Exclusions

Exclusion (13) is deleted in its entirety.

The following exclusion is added:

This coverage does not apply to **loss**:

- (17) To or loss of use to a **non-owned car** rented by **you** if the rental vehicle company is precluded from recovering such **loss** or loss of use from **you**, pursuant to the provision of any applicable rental agreement or state law.

Other Insurance is replaced by the following:

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. With respect to an additional **car** or a replacement **car**, any insurance **we** provide shall not apply to a **loss** for which **you** have other collectible insurance. Any insurance **we** may be required to provide with respect to any **non-owned car** shall be excess over any other collectible insurance. However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

- (1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction; or

- (2) To demonstrate the **car**,

we will provide primary insurance.

BFP1-AR (8/08)

HOUSEHOLD EXCLUSION ENDORSEMENT

It is agreed that the policy is amended as follows:

The coverages afforded by this policy shall not apply to any loss or damages arising from any **car accident** which occurs while the **car** is being driven, operated, manipulated, maintained, serviced, or used in any manner by an unlisted driver who resides in the same household as the named insured.

This exclusion shall apply whether or not the named insured is **occupying** the **car** at the time said driver is using it in any manner whatsoever.

Nothing contained in this endorsement shall vary, waive, alter or extend any other coverage or condition of this policy.

This endorsement shall supersede any policy provisions to the contrary and shall take effect simultaneously with such policy.

PART I – LIABILITY COVERAGE

The liability insurance of this policy does not apply to **bodily injury** or **property damage** suffered by **you**, a **relative** or any other person who resides in **your** household.

HHE1 (3/08)

LOSS PAYABLE ENDORSEMENT

Loss or damage under this policy shall be paid, as interest may appear, to **you** and the loss payee, mortgagee, or lienholder shown in the Declarations Page only as applicable under the terms of the policy.

We reserve the right to cancel the policy as permitted by the policy terms or by applicable state laws and the cancellation shall terminate this agreement as to the loss payee's interest. **We** will protect the loss payee's interest for twenty (20) days after **we** send notice to the loss payee that the policy has been canceled.

If **you** fail to give us proof of **loss** within the time allowed, the loss payee may protect their interest by filing a proof of loss within thirty (30) days after that time.

The loss payee must notify **us** of any known change of ownership or increase in the risk. If the loss payee fails to do so, the loss payee will not be entitled to any payment under this endorsement.

If **we** pay a loss payee under the terms of this endorsement for a **loss** not covered under the terms of the policy, **we** to the extent of such payment, are subrogated to the loss payee's rights against **you**. The loss payee must assign their interest up to the amount of **our** payment to **us** and transfer all supporting documents to **us**. This will not affect the loss payee's right to recover the full amount of their claim from **you**.

NAMED DRIVER EXCLUSION ENDORSEMENT

Policy Number: xxxxxxxxxx

THIS ENDORSEMENT MODIFIES YOUR POLICY IN THE FOLLOWING WAY:

This policy will not provide any insurance coverage when a vehicle is being driven, either with or without any insured's permission, by the following excluded drivers:

Excluded Driver(s) and Date of Birth:

XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx	XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx
XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx	XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx
XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx	XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx
XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx	XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx
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XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx	XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx
XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx	XXXXXXXXXXXXXXXXXXXXXX	xx/xx/xx

If **we** are required to make any payments under this policy because of an accident which involves a vehicle that is being driven by an excluded driver **you** must repay **us** for those payments and any expenses. This endorsement applies to this policy and any continuation, renewal, change or reinstatement of this policy by the named insured, or the reissuance of the policy by the Company.

By signing this Named Driver Exclusion Endorsement form, **you** agree to this change in **your** policy. A signed copy of the Named Driver Exclusion Endorsement form is on file at the Company. All other terms and conditions of **your** policy remain in full force and effect.

- Viking Insurance Company of Wisconsin
- Peak Property & Casualty Insurance Corporation
- Dairyland Insurance Company
- Patriot General Insurance Company

DAIRYLAND AUTO

NAMED DRIVER EXCLUSION ENDORSEMENT

Policy Number: _____

THIS ENDORSEMENT MODIFIES *YOUR* POLICY IN THE FOLLOWING WAY:

This policy will not provide any insurance coverage when a vehicle is being driven, either with or without any insured's permission, by the following excluded drivers:

Excluded Driver	Date of Birth	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

If **we** are required to make any payments under this policy because of an accident which involves a vehicle that is being driven by an excluded driver, **you** must repay **us** for those payments and any expenses. This endorsement applies to this policy and any continuation, renewal, change or reinstatement of this policy by the named insured, or the reissuance of the policy by the Company.

By signing this Named Driver Exclusion Endorsement form, **you** agree to this change in **your** policy. All other terms and conditions of **your** policy remain in full force and effect.

Named Insured's Signature

Date

LIENHOLDER DEDUCTIBLE ENDORSEMENT

It is agreed that the following provision be added to the Loss Payable Endorsement:

The deductible amounts applicable to **losses** adjusted with and payable to the loss payee, mortgagee, or lienholder for their interest shall be as shown under Lienholder Comprehensive Coverage and Lienholder Collision Coverage on the Declarations Page for **your insured car**, and for which a premium is shown for this coverage. However, such deductible amounts shall

apply only when **your insured car** is a total **loss**, or when **loss** or damage causes it to be repossessed by or surrendered to the loss payee, mortgagee, or lienholder, and in any case, only with respect to the loss payee's, mortgagee's or lienholder's interest. All other losses shall be subject to the deductible amounts stated on the Declarations Page for Comprehensive and/or Collision coverages.

RENTAL REIMBURSEMENT/TRANSPORTATION EXPENSES ENDORSEMENT

When there is a **loss** to **your insured car** shown on the Declarations Page for which a premium is shown for Rental Reimbursement/Transportation Expenses coverage, **we** will reimburse **you** for expenses **you** incur to rent a substitute **car**. This coverage applies only if:

- (1) **Your insured car** is withdrawn from use for more than 24 hours; and
- (2) The **loss** is covered under Part IV – Car Damage coverage.

However, this coverage does not apply when there is a total theft of **your insured car**. **Our** payment will be limited to that period of time reasonably required to repair or replace **your insured car**.

We will pay up to the amount per day, subject to the maximum amount per occurrence, shown on the Declarations Page for this coverage. No deductible applies to this coverage.

Transportation Expense provision of Part IV – Car Damage is replaced by the following:

Transportation Expense

We will pay **you** for reasonable actual incurred alternative transportation expenses if **your insured car** covered by this Part is stolen. **We** will pay **you** for covered transportation expenses up to the amount per day, subject to the maximum amount per occurrence, shown on the Declarations Page for Rental Reimbursement/ Transportation Expenses coverage. This applies only in the event of the total theft of **your insured car**. The payment period begins 48 hours after **you** have told **us** of the theft and have notified the police. The period ends:

- (1) Seventy-two (72) hours after **we** make an offer to pay the actual cash value of **your insured car**; or
- (2) When **your insured car** is returned to use; or
- (3) When **we** have paid the maximum amount per occurrence, shown on the Declarations Page;

whichever occurs first.

SPECIAL CUSTOMIZED EQUIPMENT ENDORSEMENT

The provisions and exclusions that apply to Part IV – Car Damage Coverage of the Personal Auto Policy and the Amendatory Endorsement also apply to coverage provided by this endorsement.

Special Equipment Coverage

With respect to **your insured car** for which a premium is shown on the Declarations Page for Special Equipment coverage as subject to this endorsement, **we** will pay for direct and accidental **loss** to permanently installed equipment, parts and accessories which are not defined as covered equipment.

Limits of Liability

The following is added to Limits of Liability:

- (3) **Our** limit of liability for **loss** shall not exceed the amount shown on the Declaration Page for Special Equipment. However, **our** limit of liability for the total of all **loss** to audio, visual or data electronic equipment and any accessories used with this equipment, as a result of any one occurrence, shall not exceed \$1,000.

The deductible amount shown on the Declarations Page for Collision or Comprehensive coverages will be applied to the respective type of **loss** to Special Equipment. If a covered **loss** results in damage to **your insured car** and its covered Special Equipment, the deductible applies only once.

TOWING AND LABOR COSTS ENDORSEMENT

With respect to **your insured car** for which a premium is shown on the Declarations Page for this coverage, **we** will reimburse **you** for towing and labor costs incurred each time **your insured car** is disabled, up to the amount per disablement, subject to the

maximum aggregate amount, shown on the Declarations Page.

We will pay for labor performed at the place of disablement.

- Viking Insurance Company of Wisconsin
- Peak Property & Casualty Insurance Corporation
- Dairyland Insurance Company
- Patriot General Insurance Company



**ARKANSAS REJECTION OF:
Uninsured/Underinsured Motorists and Personal Injury Protection Coverage**

Bodily Injury limits available to me are: \$25,000/50,000 or \$50,000/100,000

Uninsured/Underinsured Motorists Rejection:

I have had Uninsured Motorists Bodily Injury (UM-BI), Uninsured Motorists Property Damage (UM-PD) and Underinsured Motorists Bodily Injury (UIM-BI) Coverages explained to me and I fully understand them. My policy will be issued with UM-BI and UIM-BI coverages with limits equal to my BI Liability limits unless I reject or reduce them.

- I reject increased UM-BI limits that match my increased Bodily Injury Liability limits of \$50,000/100,000. My policy will be issued with UM-BI limits as indicated on the application or change request.

(Check one)

- I reject UM-BI, UM-PD and UIM-BI coverages in their entirety.
- I reject only UM-PD coverage (UM-PD cannot be purchased without UM-BI).
- I reject UIM-BI coverage in its entirety (UIM-BI cannot be purchased without UM-BI).

I also understand that my policy will not contain these rejected coverages when issued or renewed, but I may request to add the above coverages to my policy at any future date.

Personal Injury Protection Coverage Rejection:

I have had No-Fault Personal Injury Protection coverages explained to me and I fully understand them. I fully understand that my policy when issued or renewed will **not** provide (*check all that apply*):

- \$5,000 Medical Payments
- Work Loss Benefits
- \$5,000 Accidental Death Benefits

I also understand that, upon written request, I may request to add any of the above coverages to my policy at any future date.

This form is not part of your policy and does not provide coverage.

Signature of Applicant

Print Applicant's Name

Date

Policy Number

ARKANSAS AUTOMOBILE INSURANCE APPLICATION

VIKING INSURANCE COMPANY OF WISCONSIN

Program:



Policy Number Policy Effective Date Time Policy Type Policy Term Pay Plan Selected

Named Insured Information

Business Phone:
Home Phone:
Residency:
Years@Residence:
Occupation:
Prior Carrier / # Yrs:

Agent Information

Agency Code:
Agency Sub-Code:
Phone:

Employer/Years@Employer:
Prior Policy #/Exp Dt:

Coverage Information

Vehicle	Limits	Veh 1	Ded 1	Veh 2	Ded 2	Veh 3	Ded 3	Veh 4	Ded 4
Rated Driver									
BI-PD									
UM-BI*									
UIM-BI*									
UM-PD*									
Medical Payments									
PIP Medical Hospital*									
PIP Work Loss*									
PIP Accidental Death*									
Comprehensive									
Collision									
Rental Reimbursement									
Special Equipment									
Towing And Labor									
Premium Subtotals									

Policy Fee:

Total Premium Submitted:

Policy Premium:

* Please sign corresponding rejection on application.

Refer to agent guide for down payment requirements.

Discounts Applied

Surcharges Applied

Lienholder / Additional Insured Lessor Information

Veh#	Type	Name	Address	City	State	Zip
-------------	-------------	-------------	----------------	-------------	--------------	------------

Vehicle Information

	Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
Vin Number				
Year				
Make				
Model				
Vehicle Specifics				
Symbol				
Cost				
Vehicle Use				
Garage Zip/Terr				
Existing Damage (Describe in Remarks)				

Driver Information

List all persons in household (including non-driving children/persons age 14 and over) and all operators. (If more than 4 persons, describe each additional person in Agent Remarks.)

	Driver 1	Driver 2	Driver 3	Driver 4
Name				
DOB				
Gender				
Marital Status				
License #				
Date Lic./Years Lic.				
D.L. State				
Non Driver				
Excluded Driver				
SR-22				

EXCLUSION OF NAMED DRIVERS: Corresponding Named Driver Exclusion Endorsement form must be completed and signed.

Motor Vehicle Record

The following is a complete list of ALL ACCIDENTS and traffic violation convictions for all operators. Please Note: It is assumed that ALL ACCIDENTS LISTED ARE CHARGEABLE, UNLESS A POLICE REPORT OR PROOF OF OTHER CARRIER'S PAYMENT IS PROVIDED. All undated violations or accidents will be dated as of the effective date of the policy. (If more than 6 occurrences, describe them in Agent Remarks.)

Driver #	Date of Occurrence	Type	Points	Description of Occurrence
----------	--------------------	------	--------	---------------------------

Additional Information

1. Is the NAMED INSURED the registered owner of the vehicles? Y N

If **NO**, who is? _____ Relationship _____

2. Are any owned vehicles not insured with Viking? Y N

If **YES**, explain? _____

NOTE: Please be advised uninsured motorist bodily injury limits are available up to the liability limits for which you applied.

Special Equipment

This policy covers the following equipment. Everything else is considered "Special Equipment".

- (A) Any permanently installed equipment, parts, or accessories which were purchased as standard or optional equipment from the manufacturer of the vehicle.
- (B) Up to the maximum of \$500, any permanently installed device designed for the recording or reproduction of sound, provided the device is installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

I have had Special Equipment Coverage explained to me and fully understand it. I understand that my policy will not contain this coverage when it is issued or renewed unless I have purchased the Special Equipment Endorsement. If I have purchased it, the physical damage deductibles for comprehensive/collision will apply. I understand that I may add this coverage to my policy at any future date.

Signature of Insured/Applicant

Date

**Arkansas Rejection of Uninsured/
Underinsured Motorists and PIP Coverage Rejection**

Bodily Injury limits available to me are: \$25,000/50,000 or \$50,000/100,000

Uninsured/Underinsured Motorists Coverage Rejection

I have had Uninsured Motorists Bodily Injury (UM-BI), Uninsured Motorists Property Damage (UM-PD) and Underinsured Motorists Bodily Injury (UIM-BI) Coverages explained to me and I fully understand them. My policy will be issued with UM-BI and UIM-BI coverages with limits equal to my BI Liability limits unless I reject or reduce them.

- I reject increased UM-BI limits that match my increased Bodily Injury Liability limits of \$50,000/100,000. My policy will be issued with UM-BI limits as indicated on the application or change request.

(Check one)

- I reject UM-BI, UM-PD and UIM-BI coverages in their entirety.
 I reject only UM-PD coverage (UM-PD cannot be purchased without UM-BI).
 I reject UIM-BI coverage in its entirety (UIM-BI cannot be purchased without UM-BI).

I also understand that my policy will not contain these rejected coverages when issued or renewed, but I may request to add the above coverages to my policy at any future date.

*

Signature of Applicant

Date

Personal Injury Protection Coverage Rejection

I have had No-Fault Personal Injury Protection coverages explained to me and fully understand them. I fully understand that my policy when issued or renewed will **not** provide (check all that apply):

- \$5,000 Medical Payments Work Loss Benefits \$5,000 Accidental Death Benefits

I also understand that, upon written request, I may request to add any of the above coverages to my policy at any future date.

*

Signature of Applicant

Date

A1208AR

EXCLUSION OF NAMED DRIVERS: Form #NDE1 must be submitted to exclude named individuals

EXCLUSION ON UNLISTED HOUSEHOLD MEMBERS (IF NOT SIGNED COVERAGE IS NOT BOUND)

It is agreed that the coverages afforded by the policy shall not apply to any loss or damage arising from any accident which occurs while the automobile is being driven, operated, manipulated, maintained, serviced, or used in any manner by an unlisted driver who resides in the same household as the named insured. This exclusion shall apply whether or not the named insured is occupying the vehicle at the time said driver is using it in any manner whatsoever. Nothing contained in this endorsement shall vary, waive, alter or extend any other condition of the policy. This endorsement shall supersede any policy provisions to the contrary and shall take effect simultaneously with such policy.

*

Signature of Insured/Applicant

Date

Applicant Initials

I hereby apply to the Company for a policy of insurance as set forth in this application on the basis of statements contained herein. I understand and agree that such policy shall be cancelled and the benefits available under such policy may be denied if such information is known to be false and would affect acceptance of the risk or would in any way affect the rating of the risk by the Company. Further:

Applicant Initials _____ * I also certify that all persons age 14 or over who live with me temporarily or permanently and all persons who are regular operators of any vehicle to be insured have been listed on this application and reported to the Company. I declare that there are no operators of the vehicle(s) described in this application unless their names and ages are shown within or are provided in writing to the Company within 14 days of when they begin driving the vehicle(s) described in this application.

Applicant Initials _____ * I also certify that the garaging address listed on this application is my current full-time vehicle garaging location. I understand and agree that it is my responsibility to report any change of garaging location to the Company within 14 days of the change.

Applicant Initials _____ * I fully understand and agree that no coverage can be bound unless a premium deposit accompanies this application. If such deposit does accompany this application, coverage is bound no earlier than the time and date the application is signed by both the applicant and agent, as shown below, provided the application is postmarked within 72 hours of that time and date.

Applicant Initials _____ * I also fully understand and agree that if any premium remittance by me , or on my behalf, is not honored by the Payor (Bank), it will be deemed non-payment of premium and no coverage will have been bound, or afforded under this application and subsequent binder or policy. However, I may be charged a fee by the company.

Applicant Initials _____ * I understand and agree that, in the event of a lapse in coverage due to failure to make payment to the Company on any date specified by the Company, any reinstatement of such coverage will reflect the coverages, limits and deductibles in force at the time of lapse of coverage.

Applicant Initials _____ * I understand and agree that when I have purchased physical damage coverage, damages to stereo and sound producing equipment is limited to a maximum of \$500. I understand that I must purchase special equipment coverage in order to obtain a higher limit of coverage for stereo and sound producing equipment.I also understand that no coverage will exist for equipment that has not been factory installed unless Special Equipment coverage has been purchased.

Applicant Initials _____ * 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. Insurance law ARH1413

Applicant Initials _____ * Per Arkansas statute 27-50-908, by acknowledgement and by signature within this document, I hereby grant consent for the Company to obtain a copy of the driving record of all operators of the vehicle for which insurance is being requested.

Agent Remarks

Viking Insurance Company of Wisconsin

RENEWAL OFFER

DAIRYLAND AUTO

POLICY NUMBER ??????????	POLICY TERM ???????????? to ????????????
------------------------------------	--

Print Date @@@@@@@@@@

Insured
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Agent
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Agent Phone # ????????????????



RENEWAL CONDITIONS

1. If there are any unpaid amounts on your policy, we will apply your payment first to the unpaid amount. The balance of your payment will be applied to this renewal.
2. We are offering you this renewal according to the renewal provision of your policy. Your payment means that you agree to the conditions of this notice and the Insuring Agreement (your policy). Exclusions, General Policy Provisions and Endorsements which are part of your policy with the Company are not changed by this Renewal Offer or any payment you make.
3. NSF Notice: If EFT funds are not available on the due date stated, your policy will be canceled and your electronic funds transfer (EFT) authorization for any future payments will be terminated. You maybe charged an NSF fee by the Company .
4. NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF \$25,000/\$50,000/\$25,000 IS A VIOLATION OF ARKANSAS LAW.

EXPIRATION NOTICE

EXPIRATION EFFECTIVE DATE ????????????
 12:01 a.m. Standard Time

If you cancel your EFT authorization prior to the due date and your payment is not received by the expiration date stated on this RENEWAL OFFER your insurance will not be continued and will expire effective at the date and time shown above.

You may be eligible for automobile insurance through another insurer or under the ?????????????????? Automobile Insurance Plan. Please contact your agent for assistance.

YOU ARE SIGNED UP FOR EFT. THE FOLLOWING AMOUNT WILL BE WITHDRAWN FROM YOUR ACCOUNT ON THE DUE DATE OR THE NEXT AVAILABLE BUSINESS DAY.

BILLING PERIOD	EFT AMOUNT	DUE DATE
?? Month(s)	??????????	????????????

You will not receive a reminder notice or a separate expiration notice from us.

??
 PRIOR BALANCE DUE: ??????????
 OFFERED TERM PREMIUM: ??????????

****COVERAGE INFORMATION APPEARS ON THE BACK OF THIS NOTICE****

DO NOT FOLD OR STAPLE THIS STUB.

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Insured ???
 Policy Number Agent Code
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EFT AMOUNT	DUE DATE
????????????	????????????

INDICATE ADDRESS CHANGES

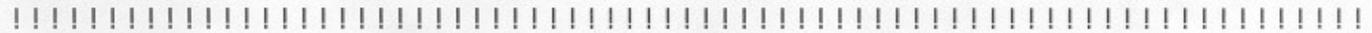
USE THIS PAYMENT STUB IF FOR ANY REASON YOU NEED TO REMIT A PAYMENT TO US. Payments received after the due date or in an amount less than the amount due may incur an additional fee.

If for any reason you need to send in a payment to us, please make check payable to:

AMOUNT ENCLOSED
\$



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Viking Insurance Company of Wisconsin

INSTALLMENT NOTICE

DAIRYLAND AUTO

POLICY NUMBER **POLICY TERM:**

????????? ?????????? to ??????????

Print Date @@@@@@@@@@

Insured

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Agent

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Agent Phone # ??????????????



NSF Notice: If EFT funds are not available on the due date stated, your policy will be canceled and your electronic funds transfer (EFT) authorization for any future payments will be terminated. You may be charged an NSF fee by the Company.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF \$25,000/\$50,000/\$25,000 IS A VIOLATION OF ARKANSAS LAW.

YOU ARE SIGNED UP FOR EFT. THE FOLLOWING AMOUNT WILL BE WITHDRAWN FROM YOUR ACCOUNT ON THE DUE DATE OR THE NEXT AVAILABLE BUSINESS DAY.

BILLING PERIOD	EFT AMOUNT	DUE DATE
?? Month(s)	?????????	???????????

You will not receive a reminder notice from us.

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****COVERAGE INFORMATION APPEARS ON THE BACK OF THIS NOTICE****

DO NOT FOLD OR STAPLE THIS STUB.

Insured ???

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Policy Number Agent Code
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EFT AMOUNT	DUE DATE
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INDICATE ADDRESS CHANGES _____

USE THIS PAYMENT STUB IF FOR ANY REASON YOU NEED TO REMIT A PAYMENT TO US. Payments received after the due date or in an amount less than the amount due may incur an additional fee.

If for any reason you need to send in a payment to us, please make check payable to:

AMOUNT ENCLOSED
\$



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Viking Insurance Company of Wisconsin

DAIRYLAND AUTO

BALANCE DUE NOTICE

POLICY NUMBER **POLICY TERM:**

????????? ?????????? to ??????????

Print Date @@@@@@@@@@

Insured

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Agent

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Agent Phone # ??????????????



This Balance Due Notice reflects a change in premium due to your recent policy change.

You will receive a new Policy Declarations showing the change.

NSF Notice: If EFT funds are not available on the due date stated, your policy will be canceled and your electronic funds transfer (EFT) authorization for any future payments will be terminated. You may be charged an NSF fee by the Company.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF \$25,000/\$50,000/\$25,000 IS A VIOLATION OF ARKANSAS LAW.

If you have any questions about this notice or your policy, please contact your agent.

YOU ARE SIGNED UP FOR EFT. THE FOLLOWING AMOUNT WILL BE WITHDRAWN FROM YOUR ACCOUNT ON THE DUE DATE OR THE NEXT AVAILABLE BUSINESS DAY.

EFT AMOUNT	DUE DATE
?????????	?????????

You will not receive a reminder notice from us.

****COVERAGE INFORMATION APPEARS ON THE BACK OF THIS NOTICE****

DO NOT FOLD OR STAPLE THIS STUB.

Insured ??????????????????????????????????????

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Policy Number Agent Code
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EFT AMOUNT	DUE DATE
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INDICATE ADDRESS CHANGES ► _____

If for any reason you need to send in a payment to us, please make check payable to:

USE THIS PAYMENT STUB IF FOR ANY REASON YOU NEED TO REMIT A PAYMENT TO US. Payments received after the due date or in an amount less than the amount due may incur an additional fee.

AMOUNT ENCLOSED
\$



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Viking Insurance Company of Wisconsin

DAIRYLAND AUTO

BALANCE DUE NOTICE

POLICY NUMBER **POLICY TERM:**

Print Date @@@@@@@@@@

????????? ?????????? to ??????????

Insured

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Agent

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Agent Phone # ??????????????



This Balance Due Notice is being issued due to the recent request to reinstate your policy.

Please pay the balance amount due in order to keep your policy in force.

NSF Notice: If EFT funds are not available on the due date stated, your policy will be canceled and your electronic funds transfer (EFT) authorization for any future payments will be terminated. You may be charged an NSF fee by the Company.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF \$25,000/\$50,000/\$25,000 IS A VIOLATION OF ARKANSAS LAW.

If you have any questions about this notice or your policy, please contact your agent.

YOU ARE SIGNED UP FOR EFT. THE FOLLOWING AMOUNT WILL BE WITHDRAWN FROM YOUR ACCOUNT ON THE DUE DATE OR THE NEXT AVAILABLE BUSINESS DAY.

EFT AMOUNT	DUE DATE
?????????	?????????

You will not receive a reminder notice from us.

****COVERAGE INFORMATION APPEARS ON THE BACK OF THIS NOTICE****

DO NOT FOLD OR STAPLE THIS STUB.

Insured ??????????????????????????????????????

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Policy Number Agent Code
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EFT AMOUNT	DUE DATE
?????????	?????????

INDICATE ADDRESS CHANGES _____

If for any reason you need to send in a payment to us, please make check payable to:

USE THIS PAYMENT STUB IF FOR ANY REASON YOU NEED TO REMIT A PAYMENT TO US. Payments received after the due date or in an amount less than the amount due may incur an additional fee.

AMOUNT ENCLOSED
\$



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NAMED NON-OWNER ENDORSEMENT

The provisions and exclusions that apply to the Personal Auto Policy and the Amendatory Endorsement also apply to this endorsement, except as changed by this endorsement.

Definitions Used Throughout This Policy

The following definitions are amended in or added to **your** policy:

- (2) **"You"** and **"your"** means only the person shown as the named insured on the Declarations Page.
- (9) **"Your insured car"** means:
 - (A) A **non-owned car** which **you** are using with the permission, and within the scope of that permission, of the owner;
 - (B) Any **car** of which **you** acquire ownership during the policy period. For coverage to apply under Part I – Liability coverage, **you** must, however, notify **us** within fourteen (14) days of its acquisition. Car Damage coverage will apply to the newly acquired **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay any additional premium charges for coverage for the newly acquired **car**.
- (17) **"Non-owned car"** means:
 - (A) A **car** not owned or leased by **you**;
 - (B) A **car** not owned or leased by members of the household in which **you** reside; or
 - (C) A **car** not available for **your** regular use.

PART I – LIABILITY

This section of **your** policy is amended as follows:

We will pay damages for which **you** are legally liable because of **bodily injury** and/or **property damage** caused by a **car accident** arising out of the use of **your insured car**. **We** will settle any claim or defend any lawsuit which is payable under the policy.

We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Our duty to settle or defend ends when **our** limit of liability for this coverage has been offered or has been paid.

Additional Definitions Used In This Part Only is replaced in its entirety by the following:

As used in this Part, **"insured person"** means **you** while **you** are using **your insured car**.

Exclusions

Exclusion (9) is deleted in its entirety.

Other Insurance is replaced in its entirety with the following:

This coverage is excess over any other applicable insurance or bond.

NNO1 (3/08)

PART II – MEDICAL PAYMENTS COVERAGE

This coverage applies only if a premium is shown for Medical Payments Coverage on the Declarations Page.

Additional Definitions Used in This Part Only is replaced in its entirety by the following:

As used in this Part, **"insured person"** means:

- (1) **You** while **occupying**, or when struck by, a **car** or **utility trailer**.

Exclusions

Exclusion (4) is eliminated.

PART III - UNINSURED MOTORISTS COVERAGE

It is agreed that the Amendatory Endorsement and/or Uninsured Motorists Coverage endorsement are amended as follows:

This coverage applies only if a premium is shown for Uninsured Motorists – Bodily Injury coverage on the Declarations Page.

Additional Definitions Used In This Part Only

Provision (1) under the definition of **insured person** or **insured persons** is amended as follows:

As used in this Part,

- (1) **"insured person"** means:

- (A) **You**.

- No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner, or outside the scope of that permission.

UNDERINSURED MOTORISTS COVERAGE

It is agreed that the Amendatory Endorsement and/or Underinsured Motorists Coverage Endorsement are amended as follows:

This coverage applies only if a premium is shown for Underinsured Motorists – Bodily Injury coverage on the Declarations Page.

The following paragraph is amended to read:

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **underinsured motor vehicle**.

Additional Definitions Used In This Part Only

Provision (1) under the definition of **insured person** or **insured persons** is amended as follows:

As used in this Part,

(1) **“insured person”** means:

(A) **You.**

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner, or outside the scope of that permission.

BROAD FORM NAMED DRIVER ENDORSEMENT

The provisions and exclusions that apply to this policy and any amendatory endorsements also apply to this endorsement, except as amended by this endorsement as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

The following definitions are replaced in their entirety by the following:

- (2) "**You**" and "**your**" mean the person shown as the named insured on the Declarations Page.
- (9) "**Your insured car**" means:
- (A) A **car** or **utility trailer** owned or leased by **you** which **you** are using.
 - (B) A **car** or **utility trailer** owned by **you** which is not being used by any person.
 - (C) A **car** not owned or leased by **you** which **you** are using.

PART I – LIABILITY COVERAGE

The Liability Coverage section of Part I of **your** policy is amended to read as follows:

This coverage applies only if a premium is shown for this coverage on the Declarations Page.

We will pay damages for which **you** are legally liable because of **bodily injury** and/or **property damage** caused by a **car accident** arising out of **your** use of **your insured car**. **We** will settle any claims or defend any lawsuit which is payable under the policy, as **we** deem appropriate.

We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

Our duty to settle or defend ends when **our** limit of liability for this coverage has been paid..

Additional Definitions Used in This Part Only

The definition of "**insured person**" or "**insured persons**" is replaced in its entirety by the following:

As used in this Part,

- (1) "**insured person**" or "**insured persons**" means **you** while **you** are using **your insured car**.

No person shall be considered an **insured person** if the person uses a **car** or **utility trailer** without the permission of the owner.

The following persons are not "**insured persons**" for this coverage:

- (1) The United States Government or any other government or civil authority, or any other level of the government; and

- (2) Any person operating a **motor vehicle** as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

Exclusions

Exclusion (10) is deleted in its entirety.

PART II – MEDICAL PAYMENTS COVERAGE

Additional Definitions Used in This Part Only

The definition of "**insured person**" or "**insured persons**" is replaced in its entirety by the following:

As used in this part,

- (1) "**insured person**" or "**insured persons**" means:
- (A) **You** while **occupying your insured car**.
 - (B) **You** as a pedestrian when struck by a **motor vehicle** or **utility trailer**.
 - (C) **Any** other person while **occupying your insured car** while the **car** is being used by **you**.

PART III – UNINSURED MOTORISTS COVERAGE

Additional Definitions Used in This Part Only

The following definition is replaced in its entirety by the following:

As used in this Part:

- (1) "**Insured person**" means:
- (A) **You**.
 - (B) Any other person **occupying your insured car** with **your** permission.
 - (C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another occupant of **your car**.

UNDERINSURED MOTORISTS COVERAGE

Additional Definitions Used in This Part Only

The following definition is replaced in its entirety by the following:

As used in this Part:

- (1) "**Insured person**" means:
- (A) **You**.
 - (B) Any other person **occupying your insured car** with **your** permission.
 - (C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another occupant of **your car**.

- Viking Insurance Company of Wisconsin
- Peak Property & Casualty Insurance Corporation
- Dairyland Insurance Company
- Patriot General Insurance Company



ARKANSAS REJECTION OF:
Uninsured/Underinsured Motorists and Personal Injury Protection Coverage

Bodily Injury limits available to me are: \$25,000/50,000 or \$50,000/100,000

Uninsured/Underinsured Motorists Rejection:

I have had Uninsured Motorists Bodily Injury (UM-BI), Uninsured Motorists Property Damage (UM-PD) and Underinsured Motorists Bodily Injury (UIM-BI) Coverages explained to me and I fully understand them. My policy will be issued with UM-BI and UIM-BI coverages with limits equal to my BI Liability limits unless I reject or reduce them.

- I reject increased UM-BI limits that match my increased Bodily Injury Liability limits of \$50,000/100,000. My policy will be issued with UM-BI limits as indicated on the application or change request.

(Check one)

- I reject UM-BI, UM-PD and UIM-BI coverages in their entirety.
- I reject only UM-PD coverage (UM-PD cannot be purchased without UM-BI).
- I reject UIM-BI coverage in its entirety (UIM-BI cannot be purchased without UM-BI).

I also understand that my policy will not contain these rejected coverages when issued or renewed, but I may request to add the above coverages to my policy at any future date.

Personal Injury Protection Coverage Rejection:

I have had No-Fault Personal Injury Protection coverages explained to me and I fully understand them. I fully understand that my policy when issued or renewed will **not** provide (*check all that apply*):

- \$5,000 Medical Payments
- Work Loss Benefits
- \$5,000 Accidental Death Benefits

I also understand that, upon written request, I may request to add any of the above coverages to my policy at any future date.

Signature of Applicant

Print Applicant's Name

Date

Policy Number

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CANCELLATION NOTICE

POLICY NUMBER
??????????

Date Printed
@@@@@@@@@@@

TERMINATION EFFECTIVE DATE
???????????? 12:01 a.m. Standard Time

Insured
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Original Policy Inception Date
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VEHICLE INFORMATION

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Agent
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Agent Phone # ????????????????

You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above. If the premium has been paid, premium adjustment will be made as soon as practicable after cancellation becomes effective.

Reason(s) for Cancellation:

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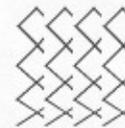
Important Notices:

AUTOMOBILE INSURANCE PLAN INFORMATION: You have been notified herewith that this Company will no longer carry your automobile insurance. You are possibly eligible for automobile insurance through another insurer or under the Arkansas Automobile Insurance Plan.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF \$25,000/\$50,000/\$25,000 IS A VIOLATION OF ARKANSAS LAW.

If you have any questions, please contact your agent.

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NONPAYMENT CANCELLATION NOTICE

POLICY NUMBER

??????????

Date Printed

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TERMINATION EFFECTIVE DATE

???????????? 12:01 a.m. Standard Time

Insured

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Original Policy Inception Date

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VEHICLE INFORMATION

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Agent

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Agent Phone # ???????????????

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

Reason(s) for Cancellation:

NONPAYMENT OF PREMIUM

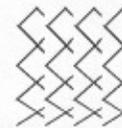
Important Notices:

AUTOMOBILE INSURANCE PLAN INFORMATION: You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Arkansas Automobile Insurance Plan.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF \$25,000/\$50,000/\$25,000 IS A VIOLATION OF ARKANSAS LAW.

If you have any questions, please contact your agent.

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NONPAYMENT CANCELLATION NOTICE

POLICY NUMBER

??????????

Date Printed

@@@@@@@@@@

TERMINATION EFFECTIVE DATE

If a minimum payment of ?????????? is not received by ?????????? your coverage will end on ??????????
12:01 a.m. Standard Time.

Insured

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Original Policy Inception Date

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VEHICLE INFORMATION

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Agent

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Agent Phone # ????????????????

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

Reason(s) for Cancellation:

NONPAYMENT OF PREMIUM

Important Notices:

AUTOMOBILE INSURANCE PLAN INFORMATION: You have been notified herewith that this Company will no longer be carrying your automobile insurance. You are possibly eligible for automobile insurance through another insurer or through the Arkansas Automobile Insurance Plan.

NOTICE: FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF \$25,000/\$50,000/\$25,000 IS A VIOLATION OF ARKANSAS LAW.

If you have any questions, please contact your agent.

PERSONAL AUTO POLICY AMENDATORY ENDORSEMENT – ARKANSAS

It is agreed that the policy is amended as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

Definition (9) is replaced in its entirety by the following:

(9) “**Your insured car**” means:

- (A) Any **car you** own described on the Declarations Page and any **car you** replace it with. A replacement **car** will have the same coverage as the **car** it replaced. If **you** want coverage to apply to a replacement **car**, **you** must, however, notify **us** within twenty (20) days of its acquisition. **You** must pay any additional premium charges for coverage for the replacement **car**.
- (B) Any additional **car** of which **you** acquire ownership during the policy period, provided **we** insure all other **cars you** own on the date **you** acquire the additional **car**. For coverage to apply under Part I – Liability coverage, **you** must, however, notify **us** within twenty (20) days of its acquisition. Car Damage Coverage will apply to the additional **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay any additional premium charges for coverage for the additional **car**.
- (C) Any **car** not owned by **you** while being used temporarily with the permission of the owner as a temporary substitute for any other **car** described in the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction, except for collision or comprehensive coverage under Part IV – Car Damage Coverage of this policy.

If the temporary substitute vehicle is provided to **you** or a **relative** by a duly licensed automobile dealer, collision or comprehensive coverage under Part IV – Car Damage Coverage of this policy applies to the extent coverage is provided under Part IV – Car Damage Coverage of this policy to the **car** being substituted.

- (D) Any **utility trailer you** own, or any **utility trailer** not owned by **you** while being used with permission of the owner, except for collision or comprehensive under Part IV - Car Damage Coverage of this policy

Definition (16) is added to this section:

(16) **Punitive or Exemplary Damages** means an amount awarded with the intent to punish a wrongdoer and to deter others from similar conduct.

PART I – LIABILITY COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted..

Other Insurance

The following is added to this provision:

However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or

(2) To demonstrate the **car**,

we will provide primary insurance.

PART II – MEDICAL PAYMENTS COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Other Insurance

The following is added to this provision:

However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or

(2) To demonstrate the **car**,

we will provide primary insurance.

PART III – UNINSURED MOTORISTS COVERAGE

Arbitration

The Arbitration provision is deleted in its entirety

PART IV – CAR DAMAGE COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under

this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Settlement of Loss

The following is added to this 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 insured car** and **we** elect 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 applicable taxes, license fees, and other fees actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

Appraisal

The Appraisal provision is deleted in its entirety.

Exclusions

Exclusion (13) is replaced in its entirety by the following:

This coverage does not apply to **loss**:

(13) To any **car** not owned by **you**. However, this exclusion does not apply if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction.

Exclusion (16) is deleted in its entirety.

Other Insurance

This provision is replaced in its entirety by the following:

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

- (1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction; or
- (2) To demonstrate the **car**,

we will provide primary insurance.

PART V – GENERAL PROVISIONS

Our Recovery Rights

The first paragraph is replaced in its entirety by the following:

In the event of any payment by **us** under this policy, except as specified in Part III – Uninsured Motorists and Underinsured Motorists Coverage Endorsement, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. **You** and anyone **we**

protect must sign any papers and do whatever is necessary to help **us** exercise **our** rights. **You** and anyone **we** protect will do nothing after the loss to prejudice **our** rights.

The following is added to this provision:

We shall be entitled to a recovery under this provision only after the person has been fully compensated for damages.

Renewal of This Policy

The second paragraph is replaced with the following:

If **we** decide not to renew this policy, **we** will mail to the person named the Declarations Page, at the address shown on the Declarations Page notice of nonrenewal not less than thirty (30) days before the end of the policy period.

Cancellation or Nonrenewal of This Policy

This provision is replaced in its entirety by the following:

Cancellation or Nonrenewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to the person named on the Declarations Page at the address shown on the Declarations Page:

- (1) Not less than ten (10) days prior to the effective date of cancellation for nonpayment of premium.
- (2) Not less than twenty (20) days prior to the effective date of cancellation for any other reason.
- (3) If this policy has been in effect for sixty (60) days, **we** may cancel only:
 - (A) For nonpayment of premium;
 - (B) For suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car**. The suspension or revocation must have taken place during the policy period, or, if a renewal policy, within one hundred eighty (180) days immediately preceding its effective date;
However, **we** may not cancel solely due to the administrative suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car** due to an alcohol or drug related violation set forth under Arkansas code 5-65-104.
 - (C) If the policy was obtained through a material misrepresentation; or
 - (D) If the named insured or any driver of **your insured car** is convicted of:
 - (i) Driving while intoxicated;
 - (ii) Homicide or assault arising out of the use of a motor vehicle; or

- (iii) Three (3) separate speeding or reckless driving violations, or any combination of the two,(2) during the policy period, including the three (3) months prior to the effective date of the policy.

If different requirements for cancellation and non-renewal or termination of policies are applicable because of the laws of **your** state, **we** will comply with those requirements.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you**

cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The effective date of cancellation stated in a notice is the end of the policy period

Misrepresentations

This provision is replaced in its entirety by the following:

Misrepresentations

If you misrepresent any fact or circumstance that affects the eligibility of a risk, contributes to a loss, or results in a premium lower than that which would have been charged if true and complete representations had been made, we reserve the right to rescind the policy and/or deny coverage, except for coverage to injured third parties under Part I – Liability Coverage of this policy.

PERSONAL AUTO POLICY AMENDATORY ENDORSEMENT – ARKANSAS

It is agreed that the policy is amended as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

Definition (9) is replaced in its entirety by the following:

(9) “**Your insured car**” means:

- (A) Any **car you** own described on the Declarations Page and any **car you** replace it with. A replacement **car** will have the same coverage as the **car** it replaced. If **you** want coverage to apply to a replacement **car**, **you** must, however, notify **us** within twenty (20) days of its acquisition. **You** must pay any additional premium charges for coverage for the replacement **car**.
- (B) Any additional **car** of which **you** acquire ownership during the policy period, provided **we** insure all other **cars you** own on the date **you** acquire the additional **car**. For coverage to apply under Part I – Liability coverage, **you** must, however, notify **us** within twenty (20) days of its acquisition. Car Damage Coverage will apply to the additional **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay any additional premium charges for coverage for the additional **car**.
- (C) Any **car** not owned by **you** while being used temporarily with the permission of the owner as a temporary substitute for any other **car** described in the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction, except for collision or comprehensive coverage under Part IV – Car Damage Coverage of this policy.
If the temporary substitute vehicle is provided to **you** or a **relative** by a duly licensed automobile dealer, collision or comprehensive coverage under Part IV – Car Damage Coverage of this policy applies to the extent coverage is provided under Part IV – Car Damage Coverage of this policy to the **car** being substituted.
- (D) Any **utility trailer you** own, or any **utility trailer** not owned by **you** while being used with permission of the owner, except for collision or comprehensive under Part IV - Car Damage Coverage of this policy

Definition (16) is added to this section:

(16) **Punitive or Exemplary Damages** means an amount awarded with the intent to punish a wrongdoer and to deter others from similar conduct.

PART I – LIABILITY COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted..

Other Insurance

The following is added to this provision:

However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or

(2) To demonstrate the **car**,

we will provide primary insurance.

PART II – MEDICAL PAYMENTS COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Other Insurance

The following is added to this provision:

However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or

(2) To demonstrate the **car**,

we will provide primary insurance.

PART III – UNINSURED MOTORISTS COVERAGE

Arbitration

The Arbitration provision is deleted in its entirety

PART IV – CAR DAMAGE COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under

this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Settlement of Loss

The following is added to this 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 insured car** and **we** elect 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 applicable taxes, license fees, and other fees actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

Appraisal

The Appraisal provision is deleted in its entirety.

Exclusions

Exclusion (13) ~~is~~ replaced in its entirety by the following:

This coverage does not apply to **loss**:

(13) To any **car** not owned by **you**. However, this exclusion does not apply if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction.

Exclusion (16) is deleted in its entirety.

Other Insurance

This provision is replaced in its entirety by the following:

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

- (1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction; or
- (2) To demonstrate the **car**,

we will provide primary insurance.

PART V – GENERAL PROVISIONS

Our Recovery Rights

The first paragraph is replaced in its entirety by the following:

In the event of any payment by **us** under this policy, except as specified in Part III – Uninsured Motorists and Underinsured Motorists Coverage Endorsement, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. **You** and anyone **we**

protect must sign any papers and do whatever is necessary to help **us** exercise **our** rights. **You** and anyone **we** protect will do nothing after the loss to prejudice **our** rights.

The following is added to this provision:

We shall be entitled to a recovery under this provision only after the person has been fully compensated for damages.

Renewal of This Policy

The second paragraph is replaced with the following:

If **we** decide not to renew this policy, **we** will mail to the person named the Declarations Page, at the address shown on the Declarations Page notice of nonrenewal not less than thirty (30) days before the end of the policy period.

Cancellation or Nonrenewal of This Policy

This provision is replaced in its entirety by the following:

Cancellation or Nonrenewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to the person named on the Declarations Page at the address shown on the Declarations Page:

- (1) Not less than ten (10) days prior to the effective date of cancellation for nonpayment of premium.
- (2) Not less than twenty (20) days prior to the effective date of cancellation for any other reason.
- (3) If this policy has been in effect for sixty (60) days, **we** may cancel only:

- (A) For nonpayment of premium;
- (B) For suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car**. The suspension or revocation must have taken place during the policy period, or, if a renewal policy, within one hundred eighty (180) days immediately preceding its effective date;

However, **we** may not cancel solely due to the administrative suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car** due to an alcohol or drug related violation set forth under Arkansas code 5-65-104.

- (C) If the policy was obtained through a material misrepresentation; or
- (D) If the named insured or any driver of **your insured car** is convicted of:
 - (i) Driving while intoxicated;
 - (ii) Homicide or assault arising out of the use of a motor vehicle; or

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- (iii) Three (3) separate speeding or reckless driving violations, or any combination of the two,(2) during the policy period, including the three (3) months prior to the effective date of the policy.

If different requirements for cancellation and non-renewal or termination of policies are applicable because of the laws of **your** state, **we** will comply with those requirements.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you**

cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The effective date of cancellation stated in a notice is the end of the policy period

Misrepresentations

This provision is replaced in its entirety by the following:

Misrepresentations

If you misrepresent any fact or circumstance that affects the eligibility of a risk, contributes to a loss, or results in a premium lower than that which would have been charged if true and complete representations had been made, we reserve the right to rescind the policy and/or deny coverage, except for coverage to injured third parties under Part I – Liability Coverage of this policy.

SERFF Tracking Number: VKNG-125601675 *State:* Arkansas
Filing Company: Viking Insurance Company of WI *State Tracking Number:* #10234122 \$50
Company Tracking Number: VIK-082508-FORM-AR
TOI: 19.0 Personal Auto *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)
Product Name: VIK-082508-FORM-AR
Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: VKNG-125601675 State: Arkansas
Filing Company: Viking Insurance Company of WI State Tracking Number: #10234122 \$50
Company Tracking Number: VIK-082508-FORM-AR
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: VIK-082508-FORM-AR
Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/01/2008

Comments:

Attachment:

P&C Transmittal #PC TD-1 (8-25-08).pdf

Satisfied -Name: Side By Sides/Drafts **Review Status:** Approved 07/01/2008

Comments:

The list below will either be a side by side of the endorsement with changes or the draft copy of the endorsement reflecting the changes.

Attachments:

Side by side current (CP1-N (11-00)) vs revised final policy PAP1 (3-08).pdf
PPA-AR (8-08) Amendatory Endt AR draft.pdf
BFP1-AR (8-08) AR Broad Form Phys Dam - draft .pdf
PIP1-AR (8-08) AR PIP Endt-PRW-draft .pdf
UM3-AR (8-08) AR UM-UIM Endt - draft.pdf
UM6-AR (8-08) AR UMPD Endt-PRW draft.pdf
BFN2 (10-07) Broad Form Named Driver Endt-Draft.pdf
Side by side AIL1 10 07.pdf
LH2 (3-08) Loss Payable Endt- draft .pdf
Side by side LDE1 10-07 Lienholder Deductible Endt - Final.pdf
Side by side RR1 10 07.pdf
Side by side TL1 10 07.pdf
A1208AR Rejection (8-08) draft.pdf
Side by side SE1 10 07 new.pdf

Satisfied -Name: Readability/Flesch Score **Review Status:** Approved 07/01/2008

Comments:

Attachment:

AR READIBILITY SCORE (8-25-08).pdf

SERFF Tracking Number: VKNG-125601675 State: Arkansas
Filing Company: Viking Insurance Company of WI State Tracking Number: #10234122 \$50
Company Tracking Number: VIK-082508-FORM-AR
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: VIK-082508-FORM-AR
Project Name/Number: VIK-082508-Form-AR/VIK-082508-Form

Review Status:
Satisfied -Name: F613 Certification of Compliance Approved 07/01/2008
Comments:
Attachment:
AR F613 Certificate of Compliance.pdf

Review Status:
Satisfied -Name: Amendatory Endorsement Approved 07/01/2008
Comments:
Attached V5 of the Amendatory Endorsement in PDF draft format to identify changes.
Attachment:
V5 PPA-AR (8-08) Amendatory Endt AR- draft.pdf

16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	NA
19. Status of filing in domicile	X Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	VIK-082508-FORM-AR
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

- 1.) **Personal Auto Policy**, PAP1 (3/08) replaces CP1-N (11/00). See Supporting Documentation Tab in Serff.
- 2.) **AR Amendatory Endorsement**, PPA-AR (8/08) replaces CPA-AR (9/06). See Supporting Documentation Tab in Serff.
- 3.) **Broad Form Physical Damage Endorsement**, BFP1-AR (8/08) replaces BFP1-AR (5/01). See Supporting Documentation Tab in Serff.
- 4.) **Personal Injury Protection Endorsement**, PIP1-AR (8/08) replaces PIP1-AR (5/01). See Supporting Documentation Tab in Serff.
- 5.) **Uninsured/Underinsured Motorists Coverage**, UM3-AR (8/08) replaces UM3-AR (5/01). See comparison provided in Supporting Documentation Tab in Serff.
- 6.) **Underinsured Motor Property Damage**, UM6-AR (8/08) replaces UM6-AR (10/05). See Supporting Documentation Tab in Serff.
- 7.) **Broad Form Named Driver**, BFN2 (10/07) replaces BFN1 (12/99). See Supporting Documentation Tab in Serff.
- 8.) **Additional Insured-Lessor**, AIL1 (10/07) replaces AIL1 (3/99). See Supporting Documentation Tab in Serff.
- 9.) **Household Exclusion**, HHE1 (3/08) replaces HHE1 (5/01). Edition date change only.
- 10.) **Loss Payable**, LH2 (3/08) replaces LH2 (5/01). See Supporting Documentation Tab in Serff.
- 11.) **Named Driver Exclusion**, (electronic) NDE1a (10/07) replaces NDE1a (3/99). Only change was edition date.
- 12.) **Named Driver Exclusion**, (paper) NDE1 (10/07) replaces NDE1 (3/07). Only change was edition date.
- 13.) **Lienholder Deductible**, LDE1 (10/07) replaces LDE1 (11/99). See Supporting Documentation Tab in Serff.
- 14.) **Rental Reimbursement**, RR1 (10/07) replaces RR1 (3/99). See comparison provided in Supporting Documentation Tab in Serff.
- 15.) **Special Equipment**, SE1 (10/07) replaces SE1 (3/99). See Supporting Documentation Tab in Serff.
- 16.) **Towing & Labor**, TL1 (10/07) replaces TL1 (3/99). See comparison provided in Supporting Documentation Tab in Serff.
- 17.) **Rejection of UM/UIM & PIP**, A1208AR (8/08) replaces A1208AR (12/07). See Supporting Documentation Tab in Serff.
- 18.) **Named Non-Owner**, NNO1 (3/08) replaces NNO1 (3/99). See Supporting Documentation Tab in Serff.
- 19.) **Application**, L1101AR (8/08) replaces L1101AR (9/06). Changes include, A.) Page 3—Special Equipment, verbiage changes due to new policy contract. B.) Page 5, bullets 1, 2 & 6 under Applicant Initials, verbiage changes due to new policy contract. C.) Page 6, changed Signature of Parent/Legal Guardian (if applicant is a minor), instead of the age of 18.
- 20.) **Renewal Offer/Self Expiring**, AR5126 (8/08) replaces AR5124 (9/06). Changed from VOID to Cancel wording).
- 21.) **EFT Renewal Offer/Self Expiring**, AR5165 (8/08). New due to EFT.
- 22.) **Installment Offer**, AR5218 (8/08) replaces AR5213 (9/06). Changed from VOID to Cancel wording.
- 23.) **EFT Installment Offer**, AR5262 (8/08). New due to EFT.
- 24.) **Balance Due—Policy Change**, AR5608 (8/08) replaces AR5603 (9/06). Changed from VOID to Cancel wording).
- 25.) **EFT Balance Due—Policy Change**, AR5652 (8/08). New due to EFT.
- 26.) **Balance Due—Policy Reinstatement**, AR5618 (8/08) replaces AR5613 (9/06). Changed from VOID to Cancel wording).
- 27.) **EFT Balance Due—Policy Reinstatement**, AR5662 (8/08). New due EFT.

28.) Balance Due—Short Pay, AR5628 (8/08) replaces AR5623 (9/06). Changed from VOID to Cancel wording).

29.) EFT Balance Due—Short Pay, AR5672 (8/08). New due to EFT.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: N/A

Amount: N/A

X This would be via EFT if needed.

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.)**

SIDE BY SIDE POLICY COMPARISON
PERSONAL AUTO POLICY

If no language appears in the "REVISED" column, the language in the CURRENT CP1-N (11/00) column will remain, unchanged, in the PAP1 (3/08) policy.

CURRENT

REVISED

COMMENTS

CP1-N (11/00)

PAP1 (3/08)

Important. This insurance policy is a legal contract between **you** and **us**.

Read Your policy Carefully. This index of policy provisions provides only a brief outline of some of the important features of your policy. It is not the insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both **you** and **us**.

Read Your policy Carefully. This index of policy provisions provides a brief outline of some of the important features of your policy, but it is not the insurance contract. Only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both **you** and **us**.

Sentence structure revised for ease of understanding.

PERSONAL AUTO POLICY

Agreement

What To Do In Case Of A Car Accident or Loss

Notice of Car Accident or Loss

Other duties

Definitions Used Throughout This Policy

Part I - Liability Coverage

Additional Definitions Used in This Part Only

Additional payments

Exclusions

Conformity with Financial Responsibility Laws

Out of State Insurance

Limits of Liability

Separate Application of This Coverage

Other Insurance

Part II - Medical Payments Coverage

Additional Definitions Used In This Part Only

Exclusions

Limits of Liability

Other Insurance

Part III - Uninsured Motorists Coverage

Additional Definitions Used in This Part Only

Exclusions

Limits of Liability

Other Insurance

Arbitration

Part IV - Car Damage Coverage

Additional Definitions Used in This Part Only

Your Deductible

Settlement of Loss

Appraisal

Transportation Expenses

Regular Operators

Exclusions

Limits of Liability

No Benefit to Bailee

Other Insurance

Part V - General Provisions

Policy Period, Territory

Changes

Two or More Cars Insured

Lawsuit Against Us

Our Recovery Rights

Assignment

Bankruptcy

Insurance Laws of Your State

Renewal of This Policy

Cancellation or Nonrenewal of This Policy

Misrepresentations

Notice of Our Information Practices

~~Regular Operators~~

Section eliminated

Territory

Title changed.

Out-Of-State Insurance

Title changed

AGREEMENT

In return for **your** payment and subject to the terms and conditions of this policy, **we** will insure **you** for the coverages up to the limits of liability for which a premium is shown on the Declarations page of this policy. This insurance applies only to **car accidents** and losses which happen while this policy is in force. THIS POLICY IS ISSUED BY **US** IN RELIANCE UPON THE STATEMENTS WHICH **YOU** MADE IN **YOUR** APPLICATION FOR INSURANCE. IF **YOU** MADE ANY FALSE STATEMENTS IN **YOUR** APPLICATION, THIS POLICY MAY NOT PROVIDE ANY COVERAGE.

WHAT TO DO IN CASE OF A CAR ACCIDENT OR LOSS

Notice of Car Accident or Loss

In the event of a **car accident** or loss, notice must be given to **us** immediately. The notice must give the time, place and circumstances of the **car accident** or loss, including **your** name and address and that of any involved persons and witnesses. The information which **you** give to **us** must be truthful and accurate.

Other Duties

An **insured** person claiming any coverage under this policy must also:

- (1) Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
- (2) Immediately send **us** any legal papers or other papers received relating to claim or lawsuit.
- (3) Submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
- (4) Authorize **us** to obtain medical, wage and other records.
- (5) Submit to examinations under oath or provide such sworn statements as often as **we** may reasonably require.
- (6) Avoid making any voluntary payments except at **your** own expense, or any obligation or incurring any expense other than for first aid for others necessary at the time of the **car accident**.
- (7) Promptly complete and return any forms **we** send to **you**.

In return for **your** payment and subject to the terms and conditions of this policy, **we** will insure **you** for the coverages up to the limits of liability for which a premium is shown on the Declarations page of this policy. This insurance applies only to **car accidents** and losses which happen while this policy is in force. This policy is issued by **us** in reliance upon the statements which **you** made in **your** application for insurance. If **you** made any false statements in **your** application, this policy may not provide any coverage.

Used lower case font.

Notice of Car Accident or Loss

In the event of a **car accident** or loss, notice must be given to **us** promptly. The notice must give the time, place and circumstances of the **car accident** or loss, including **your** name and address and that of any involved persons and witnesses. The information which **you** give to **us** must be truthful and accurate.

Notice must be given "immediately" changed to "promptly".

Other Duties

Any person claiming any coverage under this policy must also:

- (1) Cooperate with **us** and assist **us** in any matter concerning a claim or lawsuit.
- (2) Immediately send **us** any legal papers or other papers received relating to claim or lawsuit.
- (3) Submit to physical examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
- (4) Authorize **us** to obtain medical, wage and other records.
- (5) Individually submit to examinations under oath or provide such sworn statements as often as **we** may reasonably require.
- (6) Avoid making any voluntary payments except at **your** own expense, or making any obligation or incurring any expense other than for first aid for others necessary at the time of the **car accident**.
- (7) Promptly complete and return any forms **we** send to **you**.

(5) Added "individually" to "submit to examinations under oath"

(8) is a new requirement. Information from event data recorders will assist in accident investigation.

(8) Permit **us** to retrieve information from the event data recorder of the vehicle involved in the **car accident**.

An **insured person** claiming Uninsured Motorists Coverage must notify the police within 24 hours of the accident if a hit-and-run driver is involved.

Any person claiming Uninsured Motorists Coverage must notify the police within twenty-four (24) hours of the accident if a hit-and-run driver is involved.

Changed "an insured person" to "any person".

A written statement telling **us** the facts of the **car accident** and the extent of any injuries or damages must be filed with **us** within 30 days after the **car accident** has been reported.

A requirement to provide a written statement of loss within 30 days was added to ensure timely cooperation in the event of a loss.

If any claim is presented due to a hit-and-run accident involving **your insured car**, **you** must make the **car** available for **our** inspection before its repair or disposal.

An **insured** person claiming Car Damage Coverage must also:

(1) Provide **us** with sworn proof of loss within 60 days from the date of loss unless more time is allowed by **us** in writing.

(2) Take reasonable steps after loss to protect **your insured car** and its equipment from further loss.

We will pay reasonable expenses incurred in providing that protection.

If **you** fail to take reasonable steps to protect **your insured car**, any additional loss because of **your** failure will not be covered.

(3) Immediately report any theft of **your insured car** or its equipment to the police.

(4) Allow us to inspect and appraise the damage to **your insured car** before its repair or disposal. If **you** do not comply with this duty, **we** may have the right to refuse to provide such coverage, or **your loss** payment may be substantially reduced.

Any person claiming Car Damage Coverage must also:

(1) Provide **us** with sworn proof of loss within ninety (90) days from the date of **loss** unless more time is allowed by **us** in writing if **we** require it.

Extended time for a sworn proof of loss from 60 days to 90 days. Proof of loss **MUST** be responded to, so we added "if we require it", to give us an option.

(3) Immediately report any theft or vandalism of **your insured car** or its equipment to the police.

"Report any theft" changed to "any theft or vandalism".

If any insured person claiming any coverage under this policy fails to perform any of the duties required by this policy, **we** may refuse to provide any protection or coverage.

If any person claiming any coverage under this policy fails to perform any of the duties required by this policy, **we** may refuse to provide any protection or coverage.

"If any insured person" change to "If any person".

DEFINITIONS USED THROUGHOUT THIS POLICY

(1) "**We**", "**us**" and "**our**" mean the Company shown on the Declarations Page providing this insurance.

(2) "**You**" and "**your**" mean the person shown as the named insured on the Declarations Page and that person's spouse if residing in the same household. **You** and **your** also means any **relative** of that person if they reside in the same household, providing they or their spouse do not own a **car**.

(3) "**Relative**" means a person living in **your** household related to **you** by blood, marriage or adoption, including a ward or foster child.

(4) "**Bodily injury**" means **bodily injury** to, or sickness, disease or death of any person.

(5) "**Property damage**" means damage to or destruction of tangible property, including loss of its use.

(6) "**Car**" means:

(A) A **four**-wheeled land motor vehicle weighing 5,000 pounds or less of the private passenger sedan, station wagon, mini van or jeep type, licensed for use on public roads; or

(B) A **four**-wheeled land motor vehicle with a rated load capacity of 2,000 pounds or less of the pickup, sport utility, van, or panel truck type, licensed for use on public roads, provided it is not used for any commercial purposes.

(7) "**Utility trailer**" means a vehicle designed to be towed by a **car** and includes a farm wagon or farm implement while being towed by a **car** on the public roads. **Utility trailer** does not include a trailer used as a home, store, office, or for display or other commercial purposes, or as a passenger trailer.

(2) "**You**" and "**your**" mean the person shown as the named insured on the Declarations Page and that person's spouse if residing in the same household. **You** and **your** also means any **relative** of that person if they reside in the same household, providing they or their spouse do not own a **motor vehicle**.

(3) "**Relative**" means a person living in **your** household related to **you** by blood, marriage or adoption, including a ward or foster child. **Relative** includes a minor under **your** guardianship who lives in **your** household.

Any **relative** who is age fourteen (14) or older must be listed on the application or endorsed on the policy prior to a **car accident** or **loss**.

(4) "**Regular Operator**" means any person who is age fourteen (14) or older and a resident of **your** household or any person who drives **your insured car** while it is furnished or available for their regular use.

(5) "**Bodily injury**" means bodily harm to, or sickness, disease or death of any person.

(6) "**Property damage**" means damage to or destruction of tangible property, including loss of its use.

(7) "**Car**" means:

(A) A **four**-wheeled land motor vehicle weighing 5,000 pounds or less of the private passenger sedan, station wagon, mini van or jeep type, licensed for use on public roads; or

(B) A **four**-wheeled land motor vehicle with a rated load capacity of 2,000 pounds or less of the pickup, sport utility, van, or panel truck type, licensed for use on public roads, provided it is not used for any commercial purposes.

(8) "**Utility trailer**" means a vehicle designed to be towed by a **car**. It includes a farm implement or a farm wagon while towed on public roads by a **car**. It does not include a **utility trailer** while used as a home, office, store, display, or passenger trailer.

"Car" was replaced with "motor vehicle".

Language added to make sure all household members are disclosed.

Added definition for "regular operator."

Reworded for clarity. Renumbered.

Renumbered.

Renumbered.

Reworded for clarity.

(8) "**Your insured car**" means:

(A) Any **car you** own described on the Declarations Page and any **car you** replace it with. A replacement **car** will have the same coverage as the **car** it replaced. If **you** want coverage to apply to a replacement **car**, **you** must, however, notify **us** within 14 days of its acquisition. **You** must pay any additional premium charges for coverage for the replacement **car**.

(B) Any additional **car** of which **you** acquire ownership during the policy period, provided **we** insure all other **cars you** own on the date **you** acquire the additional **car**. For coverage to apply under Part I – Liability coverage, **you** must, however, notify **us** within 14 days of its acquisition. Car Damage Coverage will apply to the additional **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay any additional premium charges for coverage for the additional **car**.

(C) Except for **collision** or **comprehensive** coverage under Part IV - Car Damage Coverage of this policy, any **car** not owned by **you** while being used temporarily with the permission of the owner as a temporary substitute for any other vehicle described in the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.

(D) Any **utility trailer you** own, or any **utility trailer** not owned by **you** while being used with permission of the owner, except for **collision** or **comprehensive** under Part IV - Car Damage Coverage of this policy.

For the purpose of this policy, a **car** shall be deemed to be owned by a person (a) who holds legal title to the **car**; or (b) if leased under a written agreement to that person for a continuous period of at least 6 months.

(9) "**Motor vehicle**" means a land **motor vehicle** or a **utility trailer**, but does not mean a vehicle:

(A) Operated on rails or crawler-treads.

(B) Which is a farm type tractor or equipment designed for use principally off public roads when not used on public roads.

(C) Which is an all-terrain or other recreational vehicle type, not licensed for use on public roads and is designed for use principally off public roads, when not used on public roads.

(D) Being used as a residence or premises.

(9) "**Your insured car**" means:

(A) Any **car you** own that is described on the Declarations Page and any **car you** replace it with. A replacement **car** will have the same coverage as the **car** it replaced. If **you** want coverage to apply to a replacement **car**, **you** must, however, notify **us** within 14 days of its acquisition. **You** must pay any additional premium charges for coverage for the replacement **car**.

Renumbered. Added "that is".

(10) "**Motor vehicle**" means a land **motor vehicle** or a **utility trailer**, but does not mean a vehicle:

(A) Operated on rails or crawler-treads.

(B) Which is a farm type tractor or equipment designed for use principally off public roads when not used on public roads.

(C) Which is an all-terrain or other recreational vehicle type, not licensed for use on public roads and is designed for use principally off public roads, when not used on public roads.

(D) Being used as a residence or premises.

Renumbered.

(10) "**Auto business**" means the business or occupation of selling, repairing, servicing, storing, parking, transporting, delivering, testing, road testing or repossessing **cars**.

(11) "**Occupying**" means in, on, entering, or alighting from.

(12) "**Car Accident**" means an accident involving a motor vehicle, which is both unexpected or unintended, involving **bodily injury** or property damage or damage to **your insured car**.

(13) "**State**" means the District of Columbia, and any state, territory or possession of the United States.

(14) "**MISREPRESENT**" OR "**MISREPRESENTATIONS**" MEAN REPRESENTATION OF INFORMATION TO **US** DURING THE APPLICATION FOR COVERAGE AND DURING THE POLICY PERIOD THAT IS KNOWN BY **YOU** TO BE FALSE OR MISLEADING AND AFFECTS EITHER THE ELIGIBILITY FOR COVERAGE AND/OR PREMIUM THAT IS CHARGED. THIS ALSO INCLUDES CONCEALMENT OF SUCH INFORMATION RELEVANT TO THE APPLICATION AND THE MAINTENANCE OF COVERAGE ONCE THE POLICY IS IN FORCE.

PART I – LIABILITY COVERAGE

This coverage applies only if a premium is shown for this coverage on the Declarations Page.

(11) "**Auto business**" means the business or occupation of selling, repairing, servicing, storing, parking, transporting, delivering, testing, road testing or repossessing **cars**.

(12) "**Occupying**" means in, on, getting in or on, or getting off or out of.

(13) "**Car Accident**" means an unexpected and unintended event that causes **bodily injury** or **property damage** and arises out of the ownership, maintenance or use of a **car** or **motor vehicle**.

(14) "**Loss**" means direct, sudden and accidental theft of or damage to **your insured car**, including its **covered equipment**.

(15) "**Misrepresent**" or "**Misrepresentations**" mean representation of information to **us** during the application for coverage and during the policy period that is known by **you** to be false or misleading and affects either the eligibility for coverage and/or premium that is charged. This also includes concealment of such information relevant to the application and the maintenance of coverage once the policy is in force.

Renumbered.

Minor language change that is more descriptive and complete.

Reworded for clarity.

Renumbered.

Removed from additional definitions in the Car Damage Section and added to this section.

Used lower case font.

We will pay damages for which any **insured person** is legally liable because of **bodily injury** and/or **property damage** caused by a **car accident** arising out of the ownership, maintenance or use of a **car** or **utility trailer**. We will settle any claim or defend any lawsuit which is payable under the policy, as **we** deem appropriate.

We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

OUR DUTY TO SETTLE OR DEFEND ENDS WHEN OUR LIMIT OF LIABILITY FOR THIS COVERAGE HAS BEEN PAID.

Our duty to settle or defend ends when **our** limit of liability for this coverage has been offered or has been paid.

Used lower case font. "Has been paid" changed to "offered or has been paid."

Additional Definitions Used in This Part Only

As used in this Part,

(1) "**insured person**" or "**insured persons**" means:

(1) **You**.

(2) Any person using **your insured car**; or

(3) Any person or organization with respect only to legal liability for acts or omissions of:

(A) Any person covered under this Part while using **your insured car**; or

(B) **You** under this Part while using any **car** or **utility trailer** other than **your insured car** if the **car** or **utility trailer** is not owned or hired by that person or organization.

NO PERSON SHALL BE CONSIDERED AN **INSURED PERSON** IF THE PERSON USES A **CAR** OR **UTILITY TRAILER** WITHOUT THE PERMISSION OF THE OWNER.

No person shall be considered an **insured person** if the person uses a **car** or **utility trailer** without the permission of the owner or outside the scope of that permission.

Used lower case font.

Legal recommendation to include "outside the scope of permission" language to better clarify the permissive use we will not cover.

The following persons are not **insured persons** for this coverage:

(1) The United States Government or any other government or civil authority, or any other level of the government; and

(2) Any person operating a **motor vehicle** as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

(2) "**Contamination**" means any unclean, or unsafe, or damaging, or injurious, or unhealthy condition arising from the presence of **pollutants**, whether permanent or transient.

(3) "**Pollutants**" means smoke, vapors, soot, fumes, acids, sounds, alkalis, chemicals, liquids, solids, gases, thermal **pollutants**, all other irritants and contaminants.

(3) "**Pollutants**" means smoke, vapors, soot, fumes, acids, sounds, alkalis, chemicals, liquids, solids, gases, thermal substances, or any other irritants and impurities.

Reworded for clarity.

Additional Payments

We will pay, in addition to **our** limit of liability:

(1) All costs **we** incur in the settlement of any claim or defense of any lawsuit.

(2) Interest on damages awarded in any lawsuit **we** defend accruing after entry of judgment and before **we** have paid, offered to pay, or deposited in court that portion of the judgment which is not more than **our** limit of liability.

(3) Premiums on appeal bonds and attachment bonds required in any lawsuit **we** defend. **We** will not pay the premium for an attachment bond that is more than **our** limit of liability. **We** have no duty to apply for or furnish bonds.

(4) Up to \$50 a day that **you** actually lose when **you** miss work, but not other income, when **we** ask **you** to attend trials or hearings.

(4) Up to \$200 a day that **you** actually lose when **you** miss work, but not other income, when **we** ask **you** to attend trials or hearings.

Loss of income increased from \$50 to \$200.

(5) Necessary expenses incurred for first aid for others at the time of the **car accident** because of **bodily injury** covered by this Part.

(6) Any other reasonable expenses incurred at **our** specific request.

Exclusions

This coverage and **our** duty to defend does not apply to:

(1) **Bodily injury or property damage** resulting from the ownership, maintenance or use of any vehicle when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense **car** pools.

(2) **Bodily injury or property damage** caused intentionally by or at the direction of an **insured person**.

(3) **Bodily injury or property damage** with respect to which any person is an insured under nuclear energy liability insurance. This exclusion applies even if the limits of that insurance are exhausted.

(4) **Bodily injury** to an employee or a fellow employee of an **insured person** arising during the course of employment. This exclusion does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

(5) **Bodily injury or property damage** resulting from **auto business** operations. This exclusion does not apply to **you**, or anyone associated as agent for, or employed by **you**, with respect to the operation of **your insured car** in an **auto business**.

(6) **Bodily injury or property damage** resulting from the ownership, maintenance or use of any vehicle, including **your insured car**, in the course of any business other than an **auto business**, farming or ranching. This exclusion does not apply if business use is disclosed to and accepted by **us**.

(7) Damage to property owned by, rented to, or being transported by, used by, or in the charge of an **insured person**, except damage to a private residence or garage **you** rent. A **motor vehicle** operated by an **insured person** shall be considered to be property in the charge of an **insured person**.

(3) **Bodily injury or property damage** with respect to which any person is an insured under nuclear energy liability insurance or that results from nuclear reactions, radiation or fallout. This exclusion applies even if the limits of that insurance are exhausted.

(5) **Bodily injury or property damage** resulting from the ownership, maintenance or use of any vehicle, including **your insured car**, in the course of any business other than an **auto business**, farming or ranching, unless the business use is infrequent or is disclosed to and accepted by **us**.

(6) **Bodily injury or property damage** resulting from **auto business** operations. This exclusion does not apply to **you**, or anyone associated as agent for, or employed by **you**, with respect to the operation of **your insured car**.

Reworded for clarity.

Business use must be infrequent, or if regular, must be disclosed to and accepted by us.

Reversed numbers 5 and 6.

(8) **Bodily injury** or **property damage** assumed by an **insured person** under any contract or agreement.

(9) **Bodily injury** or **property damage** arising out of the ownership, maintenance or use of **your insured car** while it is being leased or rented to others.

(10) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any **motor vehicle** with less than **four** wheels.

(11) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by, or furnished or available for regular use by **you**.

(12) **Bodily injury** to **you**.

(13) **Bodily injury** or **property damage** caused while **your insured car** is used in or preparing for any racing, speeding, stunt, performance or demolition contest.

(14) **Bodily injury** or **property damage** resulting from, arising out of or related to **pollutants** and/or **contamination** whether by vehicle or an **insured person**.

(15) **Bodily injury** or **property damage** arising out of the loading or unloading of any **car**. This exclusion does not apply to **you** or a lessee or bailee of any **car** or employee of any such person.

(16) PUNITIVE OR EXEMPLARY DAMAGES.

~~(10) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any **motor vehicle** with less than **four** wheels.~~

(10) **Bodily injury** or **property damage** resulting from the ownership, maintenance or use of any vehicle other than **your insured car**, which is owned by, or furnished or available for regular use by **you**.

(11) **Bodily injury** to **you**.

(12) **Bodily injury** or **property damage** caused while **your insured car** is used in or preparing for any racing, speeding, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.

(13) Bodily injury resulting from, arising out of or related to pollutants and/or contamination whether by vehicle or an **insured person**.

(14) Bodily injury or property damage arising out of the loading or unloading of any car. This exclusion does not apply to you or a lessee or bailee of any car or employee of any such person.

(15) **Bodily injury** or **property damage** resulting from the use of a vehicle for snow removal.

(16) Punitive or exemplary damages.

Removed exclusion. Car definition clarifies a 4 wheeled vehicle.

Renumbered

Renumbered.

Renumbered. Reworded for clarity.

Renumbered. Removed exclusion for property damage caused by pollutants.

Renumbered.

Added exclusion for snow removal use.

Used lower case font.

Conformity with Financial Responsibility Laws

IF **WE** CERTIFY THIS POLICY AS PROOF OF COMPLIANCE UNDER ANY FINANCIAL RESPONSIBILITY LAW, IT WILL COMPLY WITH THAT LAW TO THE EXTENT OF THE COVERAGE REQUIRED BY THE LAW.

If **we** certify this policy as proof of compliance under any financial responsibility law, it will comply with that law to the extent of the coverage required by the law.

Used lower case font.

YOU MUST REIMBURSE US IF WE HAVE TO MAKE A PAYMENT THAT WE WOULD NOT HAVE HAD TO MAKE IF THIS POLICY WERE NOT CERTIFIED.

You must reimburse **us** if **we** have to make a payment that **we** would not have had to make if this policy were not certified.

Used lower case font.

Out of State Insurance

If an **insured person** becomes subject to the financial responsibility law or the compulsory insurance law or similar laws of another **state** because of the ownership, maintenance or use of **your insured car** in that **state**, **we** will interpret this policy to provide any broader coverage required by those laws. Any broader coverage so afforded shall be reduced to the extent that other automobile liability coverage applies. No person may, in any event, collect more than once for the same elements of **loss**.

Limits of Liability

The limits of liability shown on the Declarations Page are the maximum amounts **we** will pay for any one **car accident**, subject to the following:

Subject to all the provisions below, the limits of liability shown in the Declarations Page are the maximum amounts **we** will pay in damages for any one **car accident**.

Reworded for clarity.

(1) The **bodily injury** liability limit for "each person" is the maximum amount **we** will pay to any one person for **bodily injury** to one person in any one **car accident**, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

(2) Subject to the **bodily injury** liability limit for "each person", the **bodily injury** liability limit for "each accident" is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident**, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

(3) The **property damage** liability limit for "each accident" is the maximum amount **we** will pay for all damage to all property in any one **car accident**.

We will pay no more than these maximums regardless of:

- (1) The number of vehicles described or premiums shown on the Declarations Page.
- (2) The number of **insured persons**.
- (3) The number of claims made or lawsuits filed.
- (4) The number of claimants making claims.
- (5) The number of policies issued by **us**.
- (6) The number of vehicles involved in the **car accident**.

If **you** are sued by someone in Alaska and you lose that lawsuit, the court under "Alaska Civil Rule 82" may award fees to the prevailing party's attorney. When **we** defend any such suit in Alaska, **we** will not pay that portion of those fees which, when combined with judgments and payments, exceeds the limits of liability shown on the Declarations Page.

Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under Part II - Medical Payments or Part III - Uninsured Motorists Coverage sections of this policy.

(1) The **bodily injury** liability limit for "each person" is the maximum limit for all claims by all persons for damages from **bodily injury** to any one person.

(2) Subject to the **bodily injury** liability limit for "each person", the **bodily injury** liability limit for "each accident" is the total limit for all claims for damages from **bodily injury** to two or more persons in any one **car accident**.

(3) The **property damage** liability limit for "each accident" is the limit for all claims for damages, direct or indirect, by all persons for damage to property in any one **car accident**.

~~If **you** are sued by someone in Alaska and you lose that lawsuit, the court under "Alaska Civil Rule 82" may award fees to the prevailing party's attorney. When **we** defend any such suit in Alaska, **we** will not pay that portion of those fees which, when combined with judgments and payments, exceeds the limits of liability shown on the Declarations Page.~~

Any amount payable to an **insured person** under this part will be reduced by any amount paid or payable for the same expense under Part II - Medical Payments or Part III - Uninsured Motorist Coverage.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

Maximum limits are for "all claims" by "all persons". This section was reworded due to claim situations where two or more persons were entitled to collect on one fatality claim. Our intent was to allow one limit for any one person regardless of how many people are entitled to collect damages.

Removed Alaska Civil Rule 82 language.

Reduce payments for amounts "payable" in addition to amounts "paid".

Added "duplicate payment" language.

If this policy provides coverage that exceeds the limits required by the applicable Financial Responsibility laws, then such excess coverage shall not apply to the operation, maintenance or use of **your insured car** by any person other than **you**, but this limitation shall not apply to liability incurred by **you**.

Separate Application of This Coverage

This coverage applies separately to each **insured person** against whom a claim is made or lawsuit is brought, except with respect to the limits of liability.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that the limits of liability bear to the total of all applicable limits. For coverage afforded under this Part for a **car** or **utility trailer you** do not own, this coverage is excess over any other applicable insurance.

PART II – MEDICAL PAYMENTS COVERAGE

This coverage applies only if a premium is shown for the coverage on the Declarations Page.

This coverage does not apply at all if there is any Personal Injury Protection Coverage in effect at the time of the loss.

We will pay reasonable expenses incurred within one year from the date of **car accident** for necessary medical and funeral services because of **bodily injury** sustained by an **insured person** and caused by a **car accident**.

This coverage does not apply at all if there is any Personal Injury Protection Coverage in effect at the time of the **car accident**.

We will pay the **usual and customary charge** for reasonable and necessary expenses incurred within one year from the date of **car accident** for medical and funeral services because of **bodily injury** sustained by an **insured person** and caused by a **car accident**.

Added "usual and customary charge" language. This is now a defined term.

Reasonable medical expenses do not include expenses:
(1) For treatment, services, products or procedures that are experimental in nature, for research, or not primarily designed to serve a medical purpose; or are not commonly recognized throughout the medical profession and within the United States as appropriate treatment of bodily injury;
(2) Incurred for the use of thermography or other related procedures of similar nature;

Language added to better clarify medical expenses that we do not intend to cover.

- (3) Incurred for the use of acupuncture or other related procedures of a similar nature; or
- (4) Incurred for the purchase or rental of equipment not primarily designed to serve a medical purpose.

Additional Definitions Used In This Part Only

As used in this part;

"Insured person" or "insured persons" means:

- (1) **You** while **occupying your insured car**.
- (2) **You** as a pedestrian when struck by a **motor vehicle** or **utility trailer**.
- (3) Any other person while **occupying your insured car** while the **car** is being used by **you** or another person with **your** permission.

Exclusions

This coverage does not apply to bodily injury to any person:

- (1) Sustained while **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared expense car pools.

- (2) Sustained while **occupying** any vehicle being used as a residence or premises.

- (3) Sustained while **occupying** a **motor vehicle** with less than four wheels.

As used in this part;

(1) "Insured person" or "insured persons" means:

- (A) **You** while **occupying your insured car**.
- (B) **You** as a pedestrian when struck by a **motor vehicle** or **utility trailer**.
- (C) Any other person while **occupying your insured car** while the **car** is being used by **you** or another person with **your** permission.

- (2) "**Usual and customary charge**" means an amount which **we** determine as a customary charge for services in the geographical area in which the service is rendered. **We** may determine this charge through the use of independent sources of **our** choice.

This coverage does not apply to bodily injury to any person:

- (1) Sustained while **occupying your insured car** when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared expense car pools.

Renumbered.

Language added to better clarify our right to limit coverage and reduce overcharging for medical services.

Matched the exclusion language from the Liability section.

(4) Sustained while **occupying** or when struck by any vehicle, other than **your insured car**, which is owned by or furnished or available for regular use by **you**.

(5) Sustained while **occupying** a vehicle other than an **insured car** while the vehicle is being used in the business or occupation of an **insured person**.

(6) Occurring during the course of employment if benefits are payable or required to be provided under a workers' compensation law, disability benefits or other similar laws.

(7) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation or radioactive **contamination**, or by any consequence of these.

(8) Sustained while **your insured car** is being used in or to prepare for any racing, speed, stunt, performance or demolition contest.

(9) Caused by conduct intentionally designed to cause injury to you, any insured person, or any other person.

(10) Sustained while **your insured car** is being used to commit a felony or for any other purpose which is legally recognized to be criminal.

(5) Sustained while **your insured car** is being leased or rented to others.

(6) Sustained while **occupying** any vehicle while the vehicle is being used in the business or occupation of an **insured person**. This exclusion does not apply while **occupying your insured car** if business use is infrequent or is disclosed to and accepted by **us**.

(7) Occurring during the course of employment if benefits are payable or required to be provided under a workers' compensation law, disability benefits or other similar laws.

(8) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, riot, nuclear reaction, radiation or radioactive **contamination**, or by any consequence of these.

(9) Sustained while **occupying** any vehicle being used in or to prepare for any racing, speed, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.

(10) Intentionally caused by an **insured person** or at the direction of an **insured person**.

(11) Sustained while **your insured car** is being used in the commission of a felony or for any other purpose which is legally recognized to be criminal.

(12) Sustained while **your insured car** is being operated by a **regular operator** who was not reported to **us** on the original application for insurance or otherwise disclosed to **us** and listed on the declarations page before the **car accident**.

Additional exclusion.

Renumbered. Clarified that an insured car used in business must be disclosed to and accepted by us or coverage will not apply.

Renumbered.

Renumbered. Added "riot".

Renumbered. "Your insured car" changed to "any vehicle" to eliminate coverage while any vehicle is used in racing.

Renumbered. Language added to exclude coverage for intentional acts at the direction of an insured person, rather than intentional acts causing injury to the insured.

Renumbered. Reworded for clarity.

Added exclusion. Eliminates coverage under this part of the policy for regular or frequent drivers who are not listed on the policy.

Limits of Liability

We will pay no more than the limits of liability shown for this coverage on the Declarations Page for each person injured in any one **car accident** regardless of:

- (1) The number of vehicles described or premiums shown on the Declarations Page.
- (2) The number of **insured persons**.
- (3) The number of claims made or lawsuits filed.
- (4) The number of claimants making a claim.
- (5) The number of policies issued by **us**.
- (6) The number of vehicles involved in the accident.

(6) The number of vehicles involved in the **car accident**.

Added "car". Bold font used for defined term.

Any amount payable to an **insured person** under this part will be reduced by any amount paid or payable for the same expense under Part I - Liability or part III - Uninsured Motorist Coverages.

Reduce payments for amounts "payable" in addition to amounts "paid".

Added "duplicate payment" language.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

This language was moved from the Our Rights To Recover Payment section to this section.

Other Insurance

This Medical Payments Coverage is excess over any other applicable insurance.

Our Rights To Recover Payment

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under this Part no longer exist.

If **we** make payment under this Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party. In the event **you** recover payment from the responsible party, to the extent of such recovery, any rights to payment under this Part no longer exist.

Reworded for clarity.

Any amount paid under this part shall reduce any amount paid or payable under Part I - Liability or Part III - Uninsured Motorists Coverages of this policy.

~~Any amount paid under this part shall reduce any amount paid or payable under Part I - Liability or Part III - Uninsured Motorists Coverages of this policy.~~

Language from this section was modified and moved to the Limits of Liability Section.

PART III – UNINSURED MOTORISTS COVERAGE

This coverage applies only if there is a premium shown for the coverage on the Declarations Page.

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**. If no agreement is reached, the decision will be made by arbitration.

~~Determination as to whether an insured person is legally entitled to recover damages or the amount of damages shall be made by agreement between the insured person and us. If no agreement is reached, the decision will be made by arbitration.~~

Arbitration language found in subsequent section of policy.

If a lawsuit is brought by any **insured person** to determine legal liability or damages, **we** must give **our** written consent. If **we** do not, **we** are not bound by the result.

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

Reworded for clarity.

Additional Definitions Used in This Part Only

As used in this Part:

(1) "**Insured Person**" means:

(A) **You**.

(B) Any other person **occupying your insured car** with **your** permission.

(C) Any person for damages that person is entitled to recover because of **bodily injury** to **you** or another occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

(2) "**Uninsured motor vehicle**" means a **motor vehicle** which is:

(A) Not insured by a **bodily injury** liability bond or policy at the time of the accident.

(B) Insured by a liability bond or policy at the time of the accident, but which provides **bodily injury** liability limits less than the minimum **bodily injury** limits required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.

(C) A hit-and-run vehicle whose operator or owner is unknown and which strikes:

(i) **You.**

(ii) A vehicle which **you** are **occupying.**

(iii) **Your insured car.**

There must be actual physical contact with the hit-and-run vehicle.

(D) Insured by a **bodily injury** liability bond or policy at the time of the accident but the insurer denies coverage or is or becomes insolvent.

"**Uninsured motor vehicle**" does not mean a vehicle:

(A) Owned by or furnished or available for the regular use of **you.**

(B) Owned or operated by a self-insurer as contemplated by any financial responsibility law, motor carrier or similar law.

(C) Owned by a governmental unit or agency.

(B) Owned or operated by a self-insurer within the meaning of any **motor vehicle** financial responsibility law, motor carrier law or any similar law except if that self-insurer is or becomes insolvent.

Reworded for clarity.

(D) Designed mainly for use off public roads, while not on public roads.

Additional definition language.

(E) Operated on rails or crawler treads.

Additional definition language.

(F) While used as a residence or premises.

Additional definition language.

Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:

(1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.

(2) While occupying a motor vehicle with less than four wheels.

Added exclusion from other sections of the policy.

(2) If that person or the legal representative of that person agrees to any settlement without **our** written consent.

(3) If that person or the legal representative of that person agrees to any settlement without **our** written consent.

Renumbered.

(3) While **occupying your insured car** when used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.

(4) While **occupying your insured car** when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense car pools.

Renumbered. Language matches the exclusion in the Liability section.

(5) While **occupying** any vehicle while the vehicle is being used in the business or occupation of an **insured person**. This exclusion does not apply while **occupying your insured car** if the business use is infrequent or is disclosed to and accepted by **us**.

Added exclusion from other sections of the policy.

(6) While any vehicle is being used in or to prepare for any racing, speed, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.

Added exclusion from other sections of the policy.

(7) While **your insured car** is being operated by a **regular operator** who was not reported to **us** on the original application for insurance or otherwise disclosed to **us** and listed on the declarations page before the **car accident**.

Eliminates coverage under this part of the policy for regular or frequent drivers who are not listed on the policy.

(4) THIS COVERAGE SHALL NOT APPLY TO PUNITIVE OR EXEMPLARY DAMAGES.

This coverage shall not apply to punitive or exemplary damages.

Removed numbering for sentence structure. Used lower case font.

Limits of Liability

The limits of liability shown on the Declarations Page are the maximum amounts **we** will pay for any one **car accident**, further defined as follows:

(1) The **bodily injury** limit for "each person" is the maximum amount **we** will pay to any one person for **bodily injury** to any one person in any one **car accident**, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

(2) Subject to the **bodily injury** limit for "each person", the **bodily injury** liability limit for "each accident" is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident**, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

We will pay no more than these maximums regardless of:

- (1) The number of vehicles described or premiums shown on the Declarations Page.
- (2) The number of **insured persons**.
- (3) The number of claims made or lawsuits filed.
- (4) The number of claimants making a claim.
- (5) The number of policies issued by **us**.
- (6) The number of vehicles involved in the accident.

Any amounts payable will be reduced by:

- (1) Any payments made by or on behalf of the owner or operator of the **uninsured motor vehicle**, or any other person or organization which may be legally liable.
- (2) Any payments made under Part I - Liability Coverage or Part II - Medical Payments Coverage of this policy.
- (3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

Subject to all the provisions below, the limits of uninsured motorist insurance shown on the Declarations Page are the maximum amounts **we** will pay in damages for any one **car accident**.

(1) The **bodily injury** limit for "each person" is the maximum limit for all claims by all persons for damages from **bodily injury** to any one person.

(2) Subject to the **bodily injury** limit for "each person", the **bodily injury** liability limit for "each accident" is the total limit for all claims for damages from **bodily injury** to two or more persons in any one **car accident**.

(6) The number of vehicles involved in the **car accident**.

Any amount payable to an **insured person** under this Part will be reduced by:

- (1) Any payments made by or on behalf of the owner or operator of the **uninsured motor vehicle**, or any other person or organization which may be legally liable.
- (2) Any amount paid or payable for the same expense under Part I - Liability Coverage or Part II - Medical payments.
- (3) Any payments made or payable because of **bodily injury** under any workers' compensation law or disability benefits law or similar law.

No one will be entitled to duplicate payments under this policy for the same elements of damages.

Language is similar to the changes made in the Liability section.

Added "car". Bold font used for defined term.

Revisions to match Liability and Medical sections.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. But, when an **insured person is occupying a car or utility trailer you** do not own, this coverage is excess over any other applicable insurance. and this coverage shall then apply only in the amount by which the limits of liability for this coverage exceed the applicable limits for such other insurance.

Arbitration

If **we** and an **insured person** claiming coverage under this Part do not agree:

- (1) Whether that person is legally entitled to recover damages under this Part ; or
- (2) As to the amount of such damages;

either party may make a written demand for arbitration. In this event, each party will select an arbitrator unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third. ; if the two arbitrators cannot agree on the third within thirty days, either party may request selection be by a judge or court having jurisdiction.

Each party will:

- (1) Pay the expenses they incur; and
- (2) Bear the expenses of the single arbitrator, equally.
- (3) Bear the expenses of the third arbitrator, equally, if two arbitrators are used and a third is selected.

Unless both parties agree otherwise, arbitration will take place in the county in which the **insured person** resided at the time the policy was purchased.

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. When an **insured person is occupying a car or utility trailer you** do not own, this coverage is excess over any other applicable insurance. This coverage shall apply only in the amount by which the limits of liability for this coverage exceed the applicable limits for such other insurance.

If **we** and an **insured person** claiming coverage under this Part do not agree:

- (1) On the legal liability of the operator or owner of an **uninsured motor vehicle**; or
- (2) As to the amount of damages;

then the matter may be arbitrated upon written agreement between both parties. In this event, each party will select an arbitrator unless the parties agree in writing on the use of a single arbitrator. If two arbitrators are used, they will select a third. If the two arbitrators cannot agree on the third within thirty (30) days, then on joint application by the insured and **us**, the third arbitrator will be appointed by a judge or court having jurisdiction.

Disputes concerning coverage under this Part may not be arbitrated.

Cleaned up the sentence structure.

The arbitration agreement requires the consent of both parties.

We will not arbitrate disputes concerning coverage.

Local rules of procedure and evidence will apply. A decision agreed to by two of the arbitrators, or the single arbitrator, shall be binding as to:

- (1) Whether the **insured person** is legally entitled to recover damages; and/or
- (2) The amount of said damages, subject to **our** limits of liability, and excluding punitive or exemplary damages. Any award which exceeds the limits of liability or includes punitive or exemplary damages shall be beyond the arbitrator's scope of authority.

If an award does exceed **our** limits of liability, either party may demand the right to trial. Such demand must be made within 60 days of the arbitrator's decision, or such lesser time as provided by the rules of civil procedure for the jurisdiction where the arbitration occurs.

WE WILL NOT PAY PUNITIVE OR EXEMPLARY DAMAGES WHICH THE INSURED PERSON MAY BE LEGALLY ENTITLED TO COLLECT. NO VALID ARBITRATION AWARD SHALL INCLUDE AMOUNTS FOR PUNITIVE OR EXEMPLARY DAMAGES.

PART IV – CAR DAMAGE COVERAGE

We will pay for **loss to your insured car** which is:

- (1) Caused by **collision**, but only if a premium is shown for the coverage on the Declarations Page.
- (2) Caused by **comprehensive**, but only if a premium is shown for the coverage on the Declarations Page.

Local rules of procedure and evidence will apply. A decision agreed to by two of the arbitrators, or the single arbitrator, shall be binding as to:

- (1) The legal liability of the operator or owner of an uninsured vehicle; and/or
- (2) The amount of damages. The arbitrators shall have no authority to award an amount in excess of the limits of liability or which includes punitive or exemplary damages.

The decision of the arbitrators is binding only for the amount of the award that does not exceed our limits of liability or does not include punitive or exemplary damages.

If an award does exceed **our** limits of liability or includes punitive or exemplary damages, either party may demand the right to trial. Such demand must be made within sixty (60) days of the arbitrator's decision, or such lesser time as provided by the rules of civil procedure for the jurisdiction where the arbitration occurs.

We will not pay punitive or exemplary damages which the **insured person** may be legally entitled to collect. No valid arbitration award shall include amounts for punitive or exemplary damages.

Language revisions modeled after Progressive. Arbitrators cannot award amounts that exceed the policy limits or that include punitive damages. We will not void an entire award that exceeds these limits, but will void any amount that exceeds the limits.

Added punitive damage exclusion

Used lower case font.

Additional Definitions Used in This Part Only

As used in this Part:

(1) "**Collision**" means actual physical contact between **your insured car** and another object or upset of **your insured car**.

(2) "**Comprehensive**" means **loss to your insured car** not caused by **collision**. The following is considered loss caused by comprehensive, including, but not limited to:

- (A) Missiles or falling objects;
- (B) Fire;
- (C) Theft or larceny;
- (D) Explosion or earthquake;
- (E) Windstorm;
- (F) Hail, water or flood;
- (G) Malicious mischief or vandalism;
- (H) Riot or civil commotion;
- (I) Contact with bird or animal; or
- (J) Breakage of glass

If breakage of glass results from a **collision**, **you** may elect to have it treated as a loss caused by **collision**.

(3) "**Loss**" means direct, sudden and accidental **loss** of or damage to **your insured car**, including its **covered equipment**.

(4) "**Covered Equipment**" means:

(A) Any permanently installed equipment, parts, or accessories which were purchased as standard or optional equipment from the manufacturer of the vehicle.

(B) Any permanently installed device designed for the recording or reproduction of sound, provided the device is installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio. The maximum **we** will pay for **loss** to the device and its accessories is \$500.

~~(3) "**Loss**" means direct, sudden and accidental **loss** of or damage to **your insured car**, including its **covered equipment**.~~

Definition reworded and moved from this section to the Definitions Used Throughout This Policy section.

(5) "**Rental Vehicle**" means a **car you** rent or hire, only from an entity licensed to conduct such business under applicable state law, while such **car** is in **your** custody or is being operated by **you** or a **relative**.

Additional definition. Rental will be covered for comp/coll only as a temporary substitute vehicle for an insured vehicle.

(6) "**Your insured car**" also includes a **rental vehicle** while it is being used as a temporary substitute for a **car** described on the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.

Clarifies that a rental vehicle is only covered if it is a temporary substitute for an insured car which is not drivable.

A **rental vehicle**, under this part, shall be provided the same coverage as the vehicle it temporarily replaces.

There is no coverage under this section for a rental vehicle which is for vacation use.

Your Deductible

The deductible amount shown on the Declarations Page will be subtracted from payment of any **loss** covered under this Part.

No deductible will apply to a **loss** to window glass when the glass is repaired instead of replaced.

The deductible is waived if glass is repaired rather than replaced.

We will waive the collision deductible if **your insured car** and another **motor vehicle** insured by **us** collide. This provision applies only if the other **motor vehicle** is not owned by **you**.

The deductible is waived if both vehicles in an accident are insured by us.

Settlement of Loss

We may pay the **loss** in money or repair or replace damaged or stolen property. **We** may, at any time before the **loss** is paid or the property is replaced, return, at **our** expense, any stolen property either to **you** or to the address shown on the **Declarations Page**, with payment for the resulting damage. If **we** repair or replace the damaged or stolen property, **we** reserve the right to use parts of like kind and quality. **We** may keep all or part of the property salvage upon payment to **you** of its agreed or appraised value. **You** may not abandon the damaged property to **us**.

Appraisal

You or we may demand appraisal of the **loss**. Each will appoint and pay a competent and disinterested qualified appraiser, licensed, if the state provides. Other appraisal expenses will be shared equally. The appraisers, or a judge or a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of loss. An award in writing by the two appraisers or either appraiser and the umpire will determine the amount payable.

You or we may demand appraisal of the **loss**. Each will appoint and pay a competent and impartial qualified appraiser. Other appraisal expenses will be shared equally. The appraisers, or a judge or a court having jurisdiction, will select an umpire to decide any differences. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by the two appraisers, or either of the appraisers and the umpire, will determine the amount payable.

“Disinterested” changed to “impartial”.

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

Additional language to clarify our rights.

Transportation Expenses

We will pay **you** for reasonable actual incurred alternative transportation expenses if **your insured car** covered by this Part is stolen. Transportation expenses covered shall not exceed \$10 per day. The payment period begins 48 hours after **you** have told **us** of the theft and have notified the police. The period ends when:

- (1) **We** pay or offer to pay for the loss;
- (2) **Your insured car** is returned to use; or
- (3) **We** have paid \$300 in alternative transportation costs, whichever occurs first.

We will pay **you** for reasonable actual incurred alternative transportation expenses if **your insured car** covered by this Part is stolen. Transportation expenses covered shall not exceed \$20 per day. The payment period begins forty-eight (48) hours after **you** have told **us** of the theft and have notified the police. The period ends:

- (1) Seventy-two (72) hours after **we** make an offer to pay the actual cash value of **your insured car**;
- (2) When **your insured car** is returned to use; or
- (3) When **we** have paid 600 in alternative transportation costs, whichever occurs first.

Transportation expense increased from \$10 to \$20 per day.

Payment period limited to 72 hours after we make an offer to pay..

Alternative transportation costs increased from \$300 to \$600.

Regular Operators

Regular Operators

This section was removed. These requirements are addressed within the Definitions Used Throughout This Policy and Exclusion 14.

If, during the term of this policy, a person who:

- (1) Was not listed on the application as a **regular operator** begins to drive **your insured car**; or
- (2) Was listed on the application as an operator quits driving **your insured car**, **you** must notify **us**.

Notification must be given in writing within 30 days of the change in driver status. It may be given to **us** or our duly authorized representative. If a premium difference results from the change in driver status, **we** will adjust **your** premium as of the date **you** notify **us** of the change.

Exclusions

This coverage does not apply to loss:

- (1) To **your insured car** while used to carry persons or property for a charge. This exclusion does not apply to shared-expense **car** pools.

- (2) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, nuclear reaction, radiation, or radioactive **contamination**, riot or commotion or any consequence of any of these.

- (3) To television antennas, awnings, cabanas or any equipment designed to provide additional living or transportation facilities.

- (4) To tapes, records, compact discs or other devices for use with equipment designed for the reproduction of sound.

- (5) To custom paint, murals, paintings, or other decals or graphics.

~~If, during the term of this policy, a person who:~~

- ~~–(1) Was not listed on the application as a **regular operator** begins to drive **your insured car**; or~~
- ~~–(2) Was listed on the application as an operator quits driving **your insured car**, **you** must notify **us**.~~

~~Notification must be given in writing within 30 days of the change in driver status. It may be given to **us** or our duly authorized representative. If a premium difference results from the change in driver status, **we** will adjust **your** premium as of the date **you** notify **us** of the change.~~

This coverage does not apply to loss:

- (1) To **your insured car** while used to carry persons or property for compensation or a fee, including but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense **car** pools.

- (2) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, riot, nuclear reaction, radiation, or radioactive **contamination**, or any consequence of any of these

- (3) To television antennas, awnings, cabanas or any equipment designed to provide additional living facilities.

- (4) To tapes, records, compact discs or other devices for use with equipment designed for the reproduction of sound including any cases or other containers used in storing or carrying such items.

- ~~(5) To custom paint, murals, paintings, or other decals or graphics.~~

Language revisions similar to other policy sections.

Reworded

Reworded for clarity.

Language added to clarify that cases and containers are not covered.

Exclusion removed. These items are not included in the definition of Covered Equipment and are therefore not covered. However, they will be covered under the Special Equipment Endorsement.

	(5) To equipment designed or used for the detection or location of radar or laser.	Exclusion for radar detectors added.
	(6) To equipment used to either mechanically or structurally modify your insured car resulting in an increase in performance.	Exclusion for performance alterations.
	(7) To any closed container designed to fit in the bed of a pickup truck, plow, winches and lift kits whether or not permanently attached.	Exclusion for additional equipment reworded and moved from other section of the policy.
	(8) To any facilities used for cooking.	Additional exclusion.
<p>(6) To equipment, parts and accessories which are not defined as covered equipment unless items are declared as permanently installed in or on your car and a specific premium is paid. The following are examples:</p>	<p>(9) To equipment, parts and accessories which are not defined as covered equipment unless items are declared as permanently installed in or on your car and a specific premium is paid.</p>	Renumbered.
<p>(A) Campers and custom enclosures for pickup trucks.</p>	<p>—(A) Campers and custom enclosures for pickup trucks.</p>	<p>Separate endorsement for optional equipment will be available and additional premium will be charged if the insured elects the coverage. We will cover, under the optional endorsement, any equipment that has been added on, and any equipment not normally available as standard options from the manufacturer and are not installed as the manufacturer would have installed them.</p> <p>Examples of equipment have been deleted.</p>
<p>(B) Two-way radios (including citizen band radios), telephones or radio telephones, scanning monitor receivers, television monitor receivers, video cassette recorders, audio cassette recorders, or personal computers.</p>	<p>—(B) Two-way radios (including citizen band radios), telephones or radio telephones, scanning monitor receivers, television monitor receivers, video cassette recorders, audio cassette recorders, or personal computers.</p>	
<p>(C) Any device designed for recording or reproduction of sound not defined as covered equipment.</p>	<p>—(C) Any device designed for recording or reproduction of sound not defined as covered equipment.</p>	
<p>(D) Custom chrome, alloy, aluminum or magnesium wheels.</p>	<p>—(D) Custom chrome, alloy, aluminum or magnesium wheels.</p>	
<p>(E) Custom wide-tread tires and racing slicks.</p>	<p>—(E) Custom wide-tread tires and racing slicks.</p>	
<p>(F) Any custom furnishings or equipment in or upon any pickup, panel truck, or van, including, but not limited to:</p>	<p>—(F) Any custom furnishings or equipment in or upon any pickup, panel truck, or van, including, but not limited to:</p>	
<p>(i) Special carpeting and insulation, furniture, bars, or television receivers;</p>	<p>—(i) Special carpeting and insulation, furniture, bars, or television receivers;</p>	
<p>(ii) Facilities for cooking and sleeping;</p>	<p>—(ii) Facilities for cooking and sleeping;</p>	
<p>(iii) Height-extended roofs;</p>	<p>—(iii) Height-extended roofs;</p>	
<p>(iv) Captain chairs; or</p>		

- (v) Bedliners or toppers.
- (G) Equipment designed or used for the detection or location of radar or laser.
- (H) Special equipment which are additions or alterations to your insured car including, but not limited to:
 - (i) Any custom chroming or custom interior work;
 - (ii) Sun roof, moon roof, T-bar roof, landau roof, bubble dome, bubble window, or any deluxe roof treatment;
 - (iii) Equipment used to either mechanically or structurally modify your insured car resulting in an increase in performance or change in appearance;
 - (iv) Ground effects, running boards, mud flaps, bug shields, visors or spoilers; or
 - (v) Roll bars, grill guards, winches and custom bumpers.

- ~~(iv) Captain chairs; or~~
- ~~(v) Bedliners or toppers.~~
- ~~(G) Equipment designed or used for the detection or location of radar or laser.~~
- ~~(H) Special equipment which are additions or alterations to your insured car including, but not limited to:~~
 - ~~(i) Any custom chroming or custom interior work;~~
 - ~~(ii) Sun roof, moon roof, T-bar roof, landau roof, bubble dome, bubble window, or any deluxe roof treatment;~~
 - ~~(iii) Equipment used to either mechanically or structurally modify your insured car resulting in an increase in performance or change in appearance;~~
- ~~(iv) Ground effects, running boards, mud flaps, bug shields, visors or spoilers; or~~
- ~~(v) Roll bars, grill guards, winches and custom bumpers.~~

(7) Resulting from wear and tear, freezing, mechanical or electrical breakdown or failure, manufacturers defect, road damage to tires or prior loss or damage.

(10) Resulting from wear and tear, freezing or other temperature changes, mechanical or electrical breakdown or failure, manufacturers defect, road damage to tires or prior **loss** or damage.
This exclusion does not apply if the loss results from a theft covered by this insurance.

Renumbered. "Or other temperature changes" added.

Additional language to provide coverage if this type of loss is a result from a theft or other covered loss.

(8) While **your insured car** is being used in or preparing for any racing, speed, stunt, performance or demolition contest.

(11) While **your insured car** is being used in or preparing for any racing, speeding, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.

Renumbered. Language revised to match other sections of the policy.

(12) Sustained while **occupying** any vehicle while the vehicle is being used in the business or occupation of an **insured person**. This exclusion does not apply while **occupying your insured car** if business use is infrequent or is disclosed to an accepted by **us**.

Additional exclusion.

(9) To any **car** not owned by **you**.

(13) To any **car** not owned by **you** that is not **your insured car**.

Renumbered and additional language added for clarification.

(10) To **your insured car**, if at the time of the loss, **your insured car** was driven by a **regular operator** who was not reported to **us** in the original application for insurance and not added to the policy in compliance with reporting requirements stated in Part IV of this policy .

(11) To **your insured car**:

(A) While being used in any illegal trade or transportation, or to commit a felony or for any other purpose which is legally recognized to be criminal.

(B) Caused intentionally by or at the direction of **an insured person**

(C) Due to the destruction or confiscation by governmental or civil authorities. This exclusion 11 (C) does not apply to the interests of the Loss Payees in **your insured car**.

(D) Due to conversion or embezzlement, or by lawful possession under a bailment lease, mortgage, conditional sale or other encumbrance.

(E) Due to diminution of value

(14) To **your insured car**, if at the time of the loss, **your insured car** was driven by a **regular operator** who was not reported to **us** in the original application for insurance or otherwise disclosed to **us** and listed on the declarations page before the **car accident**.

(15) To **your insured car**:

(A) While being used in any illegal trade or transportation, or to commit a felony or for any other purpose which is legally recognized to be criminal.

(B) Caused intentionally by or at the direction of **you** or any other person using **your insured car** with **your** permission.

(C) Due to the destruction or confiscation by governmental or civil authorities. This exclusion 15 (C) does not apply to the interests of the Loss Payees in **your insured car**.

(D) Due to theft or conversion of **your car**, or a non-owned **car**, or any optional equipment we insure, which occurs prior to its delivery to **you**, or which occurs after **you** have delivered **your car** or non-owned **car** to a third party to whom you have authorized to sell, trade or otherwise dispose of it.

(E) Due to diminution of value, meaning the actual or perceived loss in market or resale value which results from a direct and accidental **loss** to a **car** and any optional equipment we insure.

(F) Due to acquisition of a stolen vehicle.

(16) To **your insured car** due to mold damage or mold remediation costs, regardless of the source.

Renumbered. Language revised to match other sections of the policy.

Renumbered.

(B) No coverage for intentional damage.

(C) Renumbered exclusion.

Expanded and reworded for clarity.

Expanded for clarity.

Additional exclusion.

Additional exclusion.

Limits of Liability

Our limits of liability for **loss** shall not exceed the lesser of:

- (1) The actual cash value of the stolen or damaged property at the time of **loss**, reduced by the applicable deductible; or
- (2) The amount necessary to repair or replace the property with parts or property of like kind and quality, reduced by the applicable deductible.

In determining the actual cash value of the property or damaged part of the property at the time of the **loss**, an adjustment for depreciation and physical condition will be made in relation to the physical condition and wear and tear. If new parts are used to replace parts subject to wear and tear, depreciation will be taken to the extent of the wear and tear.

No Benefit to Bailee

This coverage shall not in any way benefit any person or organization caring for or handling **your insured car** for a fee.

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. However, any insurance **we** may be required to provide with respect to any non-owned vehicle used as a temporary substitute for a vehicle **you** own shall be excess over any other collectible insurance.

PART V – GENERAL PROVISIONS

Policy Period, Territory

This policy applies only to **car accidents** and losses that happen during the policy period shown on the Declarations Page and while the **car** is within the United States, its territories or possessions, or Canada, or between their ports.

Territory

This policy applies only to **car accidents** and losses within the United States, its territories or possessions, or Canada, or between their ports.

Policy period is addressed in the Agreement section.

Changes

This policy, **your** application (which is made a part of this policy as if attached) and the Declarations Page include all the agreements between **you** and **us** relating to this insurance. No change or waiver may be effected in this policy unless **we** issue a written endorsement. If a premium adjustment is necessary, **we** will make the adjustment as of the effective date of the change. **We** will automatically give **you** the benefit of any broadened coverage under this policy unless the change requires additional premium.

This policy, **your** application, which is made a part of this policy as if attached, and the Declarations Page include all the agreements between **you** and **us** relating to this insurance.

File applications in nearly all states. There may be some exception states. Handle on a state by state basis for exceptions.

We will automatically give **you** the benefits of any extension or broadening of this policy if the change does not require additional premium.

Additional clarification.

The only other way this policy can be changed is by endorsement. Any necessary adjustment of premium will be made at that time. **We** will accept certain changes to **your** policy that **you** request. However, some changes **you** request require **your** signature. These will be effective only after the proper signature is obtained. Any change will be confirmed by **our** issuance of a declarations page.

The premium for each of **your cars** is based on information **we** received from **you** or other sources. Changes in this information, such as but not limited to, addition or deletion of **cars**, coverages or operators of **your cars**, or a new place of principal garaging of **your car**, made during the policy period, may result in a premium increase or decrease. **We** will make such changes based on the rates in effect at the time of the change and in accordance with **our** manual rules and/or rate filings.

Additional clarification.

If **you** move to a **state** in which this policy is unavailable, **we** will continue this policy only for the current policy term, at the end of which time all coverages will cease. **You** must notify **us** within fourteen (14) days of a new address.

Consistent terms for notifying us of risk changes.

Two or More Cars Insured

With respect to any **car accident** or **loss** to which this and any other auto policy issued to **you** by **us** applies, the total limit of **our** liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

Lawsuit Against Us

We may not be sued unless there has been full compliance with all the terms of this policy. **We** may not be sued under the Liability Coverage until the obligation of an **insured person** to pay is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant and **us**.

No one has any right under this policy to make **us** a party to a lawsuit to determine the liability of an insured person.

No person who is not an **insured person** under the terms of this policy shall have any interest in this policy, either as:

- (1) a third party beneficiary; or
- (2) otherwise;

unless there first is a rendering of a verdict against a person who is an **insured person** under the terms of this policy for a claim which is covered by this policy.

Our Recovery Rights

In the event of any payment by **us** under this policy, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. A person **we** have paid must sign and deliver to **us** any legal papers relating to that recovery, do whatever is necessary to help **us** exercise those rights and do nothing after the loss to prejudice **our** rights.

If **we** ask, any person that **we** have paid must take appropriate action, in that person's own name, to recover any payment **we** have made from any responsible party or insurer. **We** will select the attorney and pay all related costs and fees.

In the event of any payment by **us** under this policy, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. **You** and anyone **we** protect must sign any papers and do whatever else is necessary to enable **us** to exercise **our** rights. **You** and anyone **we** protect will do nothing to prejudice **our** rights.

"A person we have paid" changed to "you and anyone we protect".

When a person has been paid damages by **us** under this policy and also recovers from another, the amount recovered from the other shall be held by that person in trust for **us** and reimburse **us** to the extent of **our** payment plus any costs or attorney fees we have to pay.

If **we** make payment under any Part, **we** shall be entitled, to the extent of such payment, to the proceeds of any settlement or judgment recovered from, or on behalf of, any responsible party. In the event of recovery from the responsible party, to the extent of such recovery, any rights to payment under such Part no longer exists.

Assignment

Interest in this policy may not be assigned without **our** written consent. If the policyholder named on the Declarations Page or the spouse of the policyholder who lives in the same household dies, the policy will cover:

(1) The surviving spouse. However, if the surviving spouse is an excluded driver under this policy there would be no coverage while the excluded spouse is driving an insured **car**.

(2) The legal representative of the deceased while acting within the scope of the duties as a legal representative.

(3) Any person having proper custody of **your insured car** until a legal representative is appointed.

However, if that person is an excluded driver under this policy, there would be no coverage while that person is driving an **insured car**.

Bankruptcy

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of any **insured person**.

Insurance Laws of Your State

If any provision of this policy conflicts with or fails to comply with any insurance laws of the **state** where **you** live, this policy is automatically amended to comply with those laws. All other provisions of this policy shall remain in force and legally binding.

Interest in this policy may not be assigned without **our** written consent. If the policyholder named on the Declarations Page or the spouse of the policyholder who lives in the same household dies, the policy will cover:

(1) The surviving spouse.

(2) The legal representative of the deceased while acting within the scope of the duties as a legal representative.

(3) Any person having proper custody of **your insured car** until a legal representative is appointed.

However, if any person is an excluded driver under this policy, there would be no coverage while that person is driving an **insured car**.

Driver exclusion language was removed. It is not necessary in this section.

Out-Of-State Insurance

If this policy provides liability insurance and if **you** are traveling in a state which has compulsory **motor vehicle** insurance requirements for nonresidents, **we** will automatically provide the required insurance. However, this amendment will provide only excess insurance.

Reworded for clarity.

Renewal of This Policy

Subject to **our** consent, **you** have the right to renew this policy. When **we** consent to renewal, **you** must pay the renewal premium before the renewal date. This policy will automatically expire if **we** do not receive the required premium before the renewal date of the policy. If **we** offer to renew the policy or bill for a balance due from a policy change and **you** or **your** representative fail to pay the required premium when due, **you** have not accepted **our** offer and this policy will automatically terminate on the date noted on the renewal or balance due notice.

If we decide not to renew this policy, we will mail to you, at the address shown on the Declarations Page, or deliver to you notice of nonrenewal not less than 20 days before the end of the policy period.

Cancellation or Nonrenewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to **you** at the address shown on the Declarations Page or by delivering the notice to **you**:

- (1) Not less than 10 days prior to the effective date of cancellation:
 - (A) For nonpayment of premium; or
 - (B) If the policy has been in effect less than 60 days and is not a continuation or renewal policy.

- (2) Not less than 20 days prior to the effective date of cancellation for any other reason.

If we decide not to renew this policy, we will mail to the person named on the Declaration Page, at the address shown on the Declarations Page, notice of nonrenewal not less than twenty (20) days before the end of the policy period.

We may cancel by mailing notice of cancellation to the person named on the Declarations Page at the address shown on the Declarations Page:

- (1) Not less than ten (10) days prior to the effective date of cancellation:
 - (A) For nonpayment of premium; or
 - (B) If the policy has been in effect less than sixty (60) days and is not a continuation or renewal policy.

- (2) Not less than twenty (20) days prior to the effective date of cancellation for any other reason.

Changed “you” to “the person named on the Declaration Page”. Removed “or deliver to you”. Notices are always mailed.

Changed “you” to “the person named on the Declaration Page”. Removed “or deliver to you”. Notices are always mailed. Language regarding payment of past due premium currently appears in many of the state amendatory endorsements.

(3) If this policy has been in effect for 60 days **we** may cancel only:

(A) For nonpayment of premium; and

(B) For suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car**. The suspension or revocation must have taken place during the policy period, or, if a renewal policy, within one year of the original effective date of the policy.

If different requirements for cancellation and nonrenewal or termination of policies are applicable because of the laws of **your state**, **we** will comply with those requirements.

If **we** decide not to renew this policy, **we** will mail to **you** at the address shown on the Declarations page or deliver to **you** notice of nonrenewal not less than 20 days before the end of the policy period.

If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that **car** will cease on the effective date of the other insurance.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you** cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The effective date of cancellation stated in a notice is the end of the policy period.

~~If **we** decide not to renew this policy, **we** will mail to **you** at the address shown on the Declarations page or deliver to **you** notice of nonrenewal not less than 20 days before the end of the policy period.~~

~~If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that **car** will cease on the effective date of the other insurance.~~

Language removed. This was already stated in the "Renewal of This Policy" section.

Misrepresentations

IF **YOU MISREPRESENT** ANY FACT OR CIRCUMSTANCE THAT AFFECTS THE ELIGIBILITY OF A RISK, CONTRIBUTES TO A LOSS, OR RESULTS IN A PREMIUM LOWER THAN THAT WHICH WOULD HAVE BEEN CHARGED IF TRUE AND COMPLETE REPRESENTATIONS HAD BEEN MADE, **WE RESERVE THE RIGHT TO RESCIND THE POLICY AND DENY COVERAGE.**

If **you misrepresent** any fact or circumstance that affects the eligibility of a risk, contributes to a loss, or results in a premium lower than that which would have been charged if true and complete representations had been made, **we** reserve the right to rescind the policy and/or deny coverage.

Use lower case font.

In Witness Whereof, **we** have caused this policy to be signed by its President and Secretary, and, if required by **state** law, this policy shall not be valid unless countersigned by **our** authorized representative.

Signatures will be filed separately. The signature will be variable to allow for company office changes.

-Secretary

-President

NOTICE OF OUR INFORMATION PRACTICES

As required by Public Law 91-508, Fair Credit Reporting Act, this is to inform you that as part of our procedure for processing and reviewing application, new policies, renewal policies and policies currently in effect, a credit report, motor vehicle report or an investigative report may be obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors, or others with whom you are acquainted. This inquiry includes information as to your character, general reputation, personal characteristics, mode of living or driving history, whichever may be applicable. You have the right to make a written request to this company within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation and/or dispute such information which you believe to be erroneous.

PERSONAL AUTO POLICY AMENDATORY ENDORSEMENT – ARKANSAS

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It is agreed that the policy is amended as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

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Definition (9) is replaced in its entirety by the following:

(9) "Your insured car" means:

Deleted: Limits of Liability

This provision is replaced in its entirety by the following:
The limits of liability shown on the Declarations Page are the maximum amounts we will pay for any one car accident, subject to the following:

(A) Any car you own described on the Declarations Page and any car you replace it with. A replacement car will have the same coverage as the car it replaced. If you want coverage to apply to a replacement car, you must, however, notify us within twenty (20) days of its acquisition. You must pay any additional premium charges for coverage for the replacement car.

(B) Any additional car of which you acquire ownership during the policy period, provided we insure all other cars you own on the date you acquire the additional car. For coverage to apply under Part I – Liability coverage, you must, however, notify us within twenty (20) days of its acquisition. Car Damage Coverage will apply to the additional car only if you ask us to provide such coverage and we agree to do so. You must pay any additional premium charges for coverage for the additional car.

(C) Any car not owned by you while being used temporarily with the permission of the owner as a temporary substitute for any other car described in the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction, except for collision or comprehensive coverage under Part IV – Car Damage Coverage of this policy.

If the temporary substitute vehicle is provided to you or a relative by a duly licensed automobile dealer, collision or comprehensive coverage under Part IV – Car Damage Coverage of this policy applies to the extent coverage is provided under Part IV – Car Damage Coverage of this policy to the car being substituted.

(D) Any utility trailer you own, or any utility trailer not owned by you while being used with permission of the owner, except for collision or comprehensive under Part IV - Car Damage Coverage of this policy

<#>The bodily injury liability limit for "each person" is the maximum amount we will pay to any one person for bodily injury to one person in any one car accident, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

<#>Subject to the bodily injury liability limit for "each person", the bodily injury liability limit for "each accident" is the maximum amount we will pay for bodily injury to two or more persons in any one car accident, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

<#>The property damage liability limit for "each accident" is the maximum amount we will pay for all damage to all property in any one car accident.

We will pay no more than these maximums regardless of:

<#>The number of vehicles described or premiums shown on the Declarations Page.

<#>The number of insured persons.

<#>The number of claims made or lawsuits filed.

<#>The number of claimants making claims.

<#>The number of policies issued by us.

<#>The number of vehicles involved in the car accident.

If you are sued by someone in Alaska and you lose that lawsuit, the court under "Alaska Civil Rule 82" may

... [1]

Deleted: The third paragraph is replaced with the following:
Determination as to whether an insured person is legally entitled to recover damages or the amount of damages shall be made by agreement between the insured ... [2]

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If a duly licensed automobile dealer provides a car to you or a relative as a temporary substitute for any other car described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the car being substituted.

Other Insurance

The following is added to this provision:

However, if a duly licensed automobile dealer provides a car to you or a relative as a temporary substitute for any other car described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or

(2) To demonstrate the car,

we will provide primary insurance.

PART II – MEDICAL PAYMENTS COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a car to you or a relative as a temporary substitute for any other car described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the car being substituted.

Other Insurance

The following is added to this provision:

However, if a duly licensed automobile dealer provides a car to you or a relative as a temporary substitute for any other car described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or

(2) To demonstrate the car,

we will provide primary insurance.

PART III – UNINSURED MOTORISTS COVERAGE

Arbitration

The Arbitration provision is deleted in its entirety

PART IV – CAR DAMAGE COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a car to you or a relative as a temporary substitute for any other car described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under

Definition (16) is added to this section:

(16) Punitive or Exemplary Damages means an amount awarded with the intent to punish a wrongdoer and to deter others from similar conduct.

PART I – LIABILITY COVERAGE

The following is added to the opening paragraphs of this Part:

this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the car being substituted.

Settlement of Loss

The following is added to this 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 insured car and we elect 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 applicable taxes, license fees, and other fees actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

Appraisal

The Appraisal provision is deleted in its entirety.

Exclusions

Exclusion (13) is replaced in its entirety by the following:

This coverage does not apply to loss:

(13) To any car not owned by you. However, this exclusion does not apply if a duly licensed automobile dealer provides a car to you or a relative as a temporary substitute for any other car described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction.

Other Insurance

This provision is replaced in its entirety by the following:

Other Insurance

If there is other applicable coverage on a loss covered by this Part, we will pay only our proportionate share of the damages. However, if a duly licensed automobile dealer provides a car to you or a relative as a temporary substitute for any other car described on the Declarations Page:

(1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or

(2) To demonstrate the car,

we will provide primary insurance.

PART V – GENERAL PROVISIONS

Our Recovery Rights

The first paragraph is replaced in its entirety by the following:

In the event of any payment by us under this policy, except as specified in Part III – Uninsured Motorists and Underinsured Motorists Coverage Endorsement, we are entitled to all the rights of recovery that any person or organization we have paid may have against another who might be held responsible. You and anyone we protect must sign any papers and do whatever is necessary to help us exercise our rights. You and

anyone we protect will do nothing after the loss to prejudice our rights.

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The following is added to this provision:

We shall be entitled to a recovery under this provision only after the person has been fully compensated for damages.

Renewal of This Policy

The second paragraph is replaced with the following:

If we decide not to renew this policy, we will mail to the person named the Declarations Page, at the address shown on the Declarations Page notice of nonrenewal not less than thirty (30) days before the end of the policy period.

Cancellation or Nonrenewal of This Policy

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This provision is replaced in its entirety by the following:

Cancellation or Nonrenewal of This Policy

You may cancel this policy by returning it to us or by advising us in writing when at a future date the cancellation is to be effective.

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We may cancel by mailing notice of cancellation to the person named on the Declarations Page at the address shown on the Declarations Page:

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(1) Not less than ten (10) days prior to the effective date of cancellation for nonpayment of premium.

(2) Not less than twenty (20) days prior to the effective date of cancellation for any other reason.

(3) If this policy has been in effect for sixty (60) days, we may cancel only:

(A) For nonpayment of premium;

(B) For suspension or revocation of your driver's license or that of any other operator who either lives in your household or customarily operates your insured car. The suspension or revocation must have taken place during the policy period, or, if a renewal policy, within one hundred eighty (180) days immediately preceding its effective date;

However, we may not cancel solely due to the administrative suspension or revocation of your driver's license or that of any other operator who either lives in your household or customarily operates your insured car due to an alcohol or drug related violation set forth under Arkansas code 5-65-104.

(C) If the policy was obtained through a material misrepresentation; or

(D) If the named insured or any driver of your insured car is convicted of:

(i) Driving while intoxicated;

(ii) Homicide or assault arising out of the use of a motor vehicle; or

(iii) Three (3) separate speeding or reckless driving violations, or any combination of the two (2), during the policy period.

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including the three (3) months prior to the effective date of the policy.

If different requirements for cancellation and non-renewal or termination of policies are applicable because of the laws of **your** state, **we** will comply with those requirements.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you** cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The

effective date of cancellation stated in a notice is the end of the policy period

Misrepresentations

This provision is replaced in its entirety by the following:

Misrepresentations

If you misrepresent any fact or circumstance that affects the eligibility of a risk, contributes to a loss, or results in a premium lower than that which would have been charged if true and complete representations had been made, we reserve the right to rescind the policy and/or deny coverage, except for coverage to injured third parties under Part I – Liability Coverage of this policy.

Deleted: If **we** decide not to renew this policy, **we** will mail to **you** at the address shown on the Declarations Page or deliver to **you** notice of nonrenewal not less than 30 days before the end of the policy period. ¶

¶ If other insurance is obtained on **your insured car**, any similar insurance afforded under this policy for that **car** will cease on the effective date of the other insurance. ¶

Deleted: IF YOU MISREPRESENT ANY FACT OR CIRCUMSTANCE THAT AFFECTS THE ELIGIBILITY OF A RISK, CONTRIBUTES TO A LOSS, OR RESULTS IN A PREMIUM LOWER THAN THAT WHICH WOULD HAVE BEEN CHARGED IF TRUE AND COMPLETE REPRESENTATIONS HAD BEEN MADE, WE RESERVE THE RIGHT TO RESCIND THE POLICY AND DENY COVERAGE, EXCEPT FOR COVERAGE TO INJURED THIRD PARTIES UNDER PART I – LIABILITY COVERAGE OF THIS POLICY.

Limits of Liability

This provision is replaced in its entirety by the following:

The limits of liability shown on the Declarations Page are the maximum amounts **we** will pay for any one **car accident**, subject to the following:

The bodily injury liability limit for "each person" is the maximum amount **we** will pay to any one person for **bodily injury** to one person in any one **car accident**, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

Subject to the bodily injury liability limit for "each person", the bodily injury liability limit for "each accident" is the maximum amount **we** will pay for **bodily injury** to two or more persons in any one **car accident**, including all spousal claims, claims for care and loss of services, loss of companionship, loss of society and loss of consortium.

The property damage liability limit for "each accident" is the maximum amount **we** will pay for all damage to all property in any one **car accident**.

We will pay no more than these maximums regardless of:

The number of vehicles described or premiums shown on the Declarations Page.

The number of **insured persons**.

The number of claims made or lawsuits filed.

The number of claimants making claims.

The number of policies issued by **us**.

The number of vehicles involved in the **car accident**.

If **you** are sued by someone in Alaska and you lose that lawsuit, the court under "Alaska Civil Rule 82" may award fees to the prevailing party's attorney. When **we** defend any such suit in Alaska, **we** will not pay that portion of those fees which, when combined with judgments and payments, exceeds the limits of liability shown on the Declarations Page

Any amount payable under this coverage to or for an injured person will be reduced by any payment made to that person under Part II - Medical Payments or Part III - Uninsured Motorists Coverage sections of this policy.

The third paragraph is replaced with the following:

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**.

BROAD FORM PHYSICAL DAMAGE COVERAGE ENDORSEMENT - ARKANSAS

The provisions and exclusions that apply to the Personal Auto Policy also apply to this endorsement, except as changed by this endorsement.

PART IV - CAR DAMAGE COVERAGE

Throughout this Part, all references to **your insured car** also apply to a **non-owned car** unless stated otherwise.

Car Damage Coverage

The following provision is added:

If there is a **loss** to a **non-owned car**, **we** will provide the broadest coverage applicable to any of **your insured cars** shown on the Declarations Page under this Part.

Additional Definitions Used in This Part Only

The following definition is added:

As used in this Part,

(6) **"Non-owned car"** means:

- (A) A **car** not owned or leased by or furnished to or available for the regular use of **you** or any **relative** while in the custody of or being operated by **you** or a **relative**.
- (B) A **car** not owned by **you** or a **relative** while being used temporarily with the permission of the owner as a temporary substitute for any other vehicle described on the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction.

"Non-owned car" does not mean a **car** provided to **you** or a **relative** by a duly licensed automobile dealer for use as a temporary substitute for any

other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction.

Exclusions

Exclusion (13) is deleted in its entirety.

The following exclusion is added:

This coverage does not apply to **loss**:

(17) To or loss of use to a **non-owned car** rented by **you** if the rental vehicle company is precluded from recovering such **loss** or loss of use from **you**, pursuant to the provision of any applicable rental agreement or state law.

Other Insurance is replaced by the following:

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. With respect to an additional **car** or a replacement **car**, any insurance **we** provide shall not apply to a **loss** for which **you** have other collectible insurance. Any insurance **we** may be required to provide with respect to any **non-owned car** shall be excess over any other collectible insurance. However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

- (1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction; or
- (2) To demonstrate the **car**,

we will provide primary insurance.

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PERSONAL INJURY PROTECTION ENDORSEMENT – ARKANSAS

We agree with you, subject to the provisions of this endorsement and to all the provisions of the policy, except as changed by this endorsement, as follows:

WHAT TO DO IN CASE OF A CAR ACCIDENT OR LOSS

Other Duties

The following duties of an **eligible injured person** claiming Personal Injury Protection benefits are added:

- (1) In the event of a **car accident**, written notice containing particulars sufficient to identify the **eligible injured person(s)**, and also reasonable obtainable information respecting the time, place and circumstances of the **car accident** shall be given by or on behalf of each **eligible injured person to us** or any of **our** authorized agents as soon as reasonable.
- (2) The **eligible injured person**, or in the event of the incapacity or death of the **eligible injured person**, the legal representative of the **eligible injured person** shall, upon each request from **us**, execute authorization to enable **us** to obtain medical reports, copies of records and information with respect to loss of income. **We** may require that the **eligible injured person**, as a condition for receiving **work loss**, cooperate in furnishing **us** reasonable medical proof of inability to work.
- (3) If any **eligible injured person** or legal representative of that person shall institute legal action to recover damages for **bodily injury** against a person or organization who is or may be liable in tort for the injury, a copy of the summons and complaint, or other process served in connection with the legal action, shall be forwarded as soon as practical to **us** by the **eligible injured person** or the legal representative of that person.
- (4) A person seeking Personal Injury Protection Coverage must also:
 - (A) Submit to physical and mental examinations at **our** expense by doctors **we** select as often as **we** may reasonably require.
 - (B) Furnish **us** with a sworn statement, at **our** request, of earnings for the **eligible injured person** since the date of the **car accident** and for a reasonable time before the **car accident**.
 - (C) Give **us** written proof of claim, under oath if required, which provides complete details of the nature and extent of the injuries and treatment received and contemplated and any other information which may assist **us** in determining the amount due and payable.

PERSONAL INJURY PROTECTION COVERAGE

We will pay Arkansas Personal Injury Protection benefits for:

- (1) **Medical Payments;**

- (2) **Work Loss;** and
- (3) **Accidental Death**

incurred with respect to **bodily injury** sustained by an **eligible injured person** and caused by a **car accident** resulting from the ownership, maintenance or use **of your insured car.**

We will pay only those benefits for which either the word "included" or a specific premium is shown on the Declarations Page.

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this endorsement shall extend to such temporary substitute vehicle only to the extent coverage is provided under this endorsement to the **car** being substituted.

Additional Definitions Used in This Part Only

As used in this endorsement:

- (1) "**Eligible injured person**" means:
 - (A) **You** or a **relative** who sustains **bodily injury** while **occupying a car or, while a pedestrian**, through being struck by a **motor vehicle**.
 - (B) Any other person, who sustains **bodily injury** while:
 - (i) **Occupying** or while a **pedestrian**, through being struck by **your insured car**.
 - (ii) **Occupying a motor vehicle other than your insured car**. The **bodily injury** must result from the:
 - (a) Use of such **car** by **you**;
 - (b) Operation of such **car** by **your** private chauffeur or domestic servant on behalf **your** behalf; or
 - (c) Use of such **car** by any **relative** if the **vehicle is defined as a car**.This provision (B.ii.) does not apply to work loss or accidental death benefits.
- (2) "**Pedestrian**" means a person not **occupying** a self-propelled vehicle, other than a motorcycle or vehicle operated by human or animal power.
- (3) "**Medical payments**" means **the usual and customary charge for** reasonable **and necessary** expenses incurred within two years from the date of the **car accident** for:
 - (A) Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and

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Deleted: <#>"Insured motor vehicle" means means a private passenger motor vehicle of which you are the owner to which personal injury protection benefits of this policy apply and for which a specific premium is shown on the Declarations Page. This includes a private passenger motor vehicle, not owned by you, which is provided to you or a relative by a duly licensed automobile dealer as a temporary substitute for any of your insured cars because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction.¶

Deleted: <#>"Private passenger motor vehicle" means a private passenger, station wagon or Jeep type motor vehicle not used as a public or livery conveyance and includes a farm truck and any other four-wheeled motor vehicle of the utility, pickup body, sedan delivery or panel truck type not used for wholesale or retail delivery other than farming.¶

Deleted: <#>"Motor vehicle" means a self-propelled land motor vehicle or utility trailer, but does not include:¶

¶ <#>A farm type tractor or other self-propelled equipment designed for use principally off public roads, while not upon public roads;¶

¶ <#>A vehicle operated on rails or crawler-treads; or¶

¶ <#>A vehicle being used as a residence or premises.¶

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(B) Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

"Medical payments" does not include expenses:

- (1) For treatment, services, products or procedures that are experimental in nature, for research, or not primarily designed to serve a medical purpose; or are not commonly recognized throughout the medical profession and within the United States as appropriate treatment of bodily injury;
- (2) Incurred for the use of thermography or other related procedures of similar nature;
- (3) Incurred for the use of acupuncture or other related procedures of a similar nature; or
- (4) In excess of those required for a semi-private room, unless more extensive care is required.

(4) "Usual and customary charge" means an amount which we determine as a customary charge for services in the geographical area in which the service is rendered. We may determine this charge through the use of independent sources of our choice.

(5) "Work loss" means expenses reasonably incurred during a period of disability caused by **bodily injury** sustained by an **eligible injured person** in the **car accident**, provided that:

(A) If an **eligible injured person** is an income earner, expenses are limited to loss of income from work the **eligible injured person** would have performed had the **eligible injured person** not sustained **bodily injury**.

(B) If an **eligible injured person** is a non-income earner, expenses are limited to those incurred in obtaining ordinary and necessary services instead of those the **eligible injured person** would have performed, without income and for the benefit of the **eligible injured person** or their family, had the **eligible injured person** not sustained **bodily injury**.

(C) **Work loss** only applies to the period of disability beginning eight (8) days after the date of the **car accident** and ending the earliest of the following:

- (i) The date on which the **eligible injured person** is able to perform the **eligible injured person's** usual duties had the **eligible injured person** not sustained **bodily injury**; or
- (ii) The expiration of not more than 52 weeks from the 8th day; or
- (iii) The date of the **eligible injured person's** death.

(6) "Accidental death" means **bodily injury** resulting from the **car accident** which causes the death of the **eligible injured person** within one (1) year from the date of the **car accident**. The **bodily injury** must be the sole cause of death.

Exclusions

This coverage does not apply to bodily injury to any person:

- (1) Sustained while occupying your insured car when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other product. This exclusion does not apply to shared-expense car pools.
- (2) Sustained while occupying any vehicle being used as a residence or premises.
- (3) Sustained while occupying a motor vehicle with less than four wheels.
- (4) Sustained while occupying or when struck by any vehicle, other than your insured car, which is owned by or furnished or available for regular use by you.
- (5) Sustained while your insured car is being leased or rented to others.
- (6) Sustained while occupying any vehicle while the vehicle is being used in the business or occupation of an insured person. This exclusion does not apply while occupying your insured car if business use is disclosed to and accepted by us.
- (7) Occurring during the course of employment if benefits are payable or required to be provided under a workers' compensation law, disability benefits or other similar laws.
- (8) Caused by war (declared or undeclared), civil war, insurrection, rebellion, revolution, riot, nuclear reaction, radiation or radioactive contamination, or by any consequence of these.
- (9) Sustained while occupying any vehicle being used in or to prepare for any racing, speed, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.
- (10) Intentionally caused by an insured person or at the direction of an insured person.
- (11) Sustained while your insured car is being used in the commission of a felony or for any other purpose which is legally recognized to be criminal.
- (12) Sustained while your insured car is being operated by a regular operator who was not reported to us on the original application for insurance or otherwise disclosed to us and listed on the declarations page before the car accident.

Limits of Liability

Our liability for Personal Injury Protection benefits with respect to **bodily injury** sustained by one **eligible injured person** in one **car accident**, is limited as follows:

- (1) The total amount payable shall not exceed the sum of:
 - (A) \$5,000 per person for **medical payments**.

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Deleted: in excess of those required for a semi-private room, unless more intensive care is required.¶

Deleted: <#>Who intentionally causes injury to that person's own body. ¶

<#>While committing a felony or seeking to elude a police officer.¶

<#>While operating the insured motor vehicle without your express or implied consent or while not in lawful possession of the insured motor vehicle.¶

<#>Due to war, whether or not declared, civil war, insurrection, rebellion, or revolution, or to any act or condition incidental to any of these.¶ Resulting from the radioactive, toxic, explosive or other hazardous properties or nuclear material¶

<#>To medical payments or work loss benefits for bodily injury sustained by a person to the extent that benefits are, in whole or in part, paid or payable under a workers' compensation law, employer's disability law or any similar law.¶

<#>To work loss or accidental death benefits for:¶

<#>Bodily injury sustained by you while occupying a private passenger motor vehicle, other than an insured motor vehicle, which is owned by you or furnished for your regular use.¶

<#>Bodily injury sustained by a relative while occupying a private passenger motor vehicle, other than an insured motor vehicle, which is owned by or furnished for the regular use of you or a relative.¶

<#>A relative 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.¶

<#>Any eligible injured person, other than you or a relative, 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.¶

<#>To medical payments benefits for bodily injury sustained by:¶

<#>You while occupying a private passenger motor vehicle, other than an insured motor vehicle, wh... [1]

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- (B) 70% of the loss of gross income for **work loss**, subject to a maximum of \$140 per week for an income earner; Up to \$70 per week for a non-income earner for **work loss**.
 - (C) \$5,000 per person for **accidental death**; payable to the **eligible injured person's** personal representative.
- (2) **We** will pay no more than the total amount payable shown above, regardless of:
- (A) The number of **eligible injured persons** insured;
 - (B) The number of policies or bonds applicable;
 - (C) The number of claims made; or
 - (D) The number of **insured cars** to which this insurance applies.

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

Payment of Benefits

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

Coordination of Benefits

Any coverage provided by this endorsement for **medical payments** will replace any coverage afforded under Part II – Medical Payments of this policy with respect to an **insured motor vehicle** which is registered or principally garaged in Arkansas.

Other Insurance

- (1) Any insurance **we** provide for **medical payments**:
- (A) With respect to **bodily injury** sustained by a **relative**, shall be excess over any other collectible insurance available to that **relative** as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
 - (B) With respect to **bodily injury** sustained by an **eligible injured person**, other than **you** or a **relative**, shall be excess over any other collectible similar insurance available to that **eligible injured person** as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.
- (2) Except as provided in (1) 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 **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

- (A) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or
 - (B) To demonstrate the **car**, **we** will provide primary insurance.
- (3) Any insurance **we** provide for **work loss** or **accidental death** shall be excess over any other collectible insurance available to:
- (A) An **eligible injured person**, other than **you** or a **relative**, 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 **on** the Declarations Page exceeds the applicable limits of liability of all other insurance.
 - (B) **You** or a **relative** under any other motor vehicle insurance policy. In this event:
 - (i) The maximum recovery under all policies shall not exceed the highest limit of liability under any one policy.
 - (ii) **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 **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:
- (i) Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction; or
 - (ii) To demonstrate the **car**, **we** will provide primary insurance.

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PART V – GENERAL PROVISIONS

Policy Period, Territory

This provision is replaced by the following:

Policy Period, Territory

This policy applies only to **car accidents** and losses that happen during the policy period shown on the Declarations Page and occurs within the United States, its territories and possessions or Canada.

Our Recovery Rights

This provision is amended as follows:

- (1) This provision does not apply to **accidental death**.
- (2) In the event of any payment by **us** under this endorsement, **we** are entitled to all the rights of recovery that any **eligible injured person** or organization **we** have paid may have against another who might be held responsible. An **eligible injured person we** have paid must sign and deliver to **us** any legal papers relating to that recovery, do whatever is necessary to help **us** exercise those rights and do nothing after the loss to prejudice **our** rights.

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We shall be entitled to a recovery under this provision only after the **eligible injured person** has been fully compensated for damages.

- (3) When an **eligible injured person** has been paid damages by **us** under this endorsement and also recovers from another, the amount recovered from the other shall be held by the **eligible injured person** in trust for **us** and reimburse **us** to the

extent of **our** payment. **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 insured; or
- (C) A court having jurisdiction in the matter.

Who intentionally causes injury to that person's own body.

While committing a felony or seeking to elude a police officer.

While operating the **insured motor vehicle** without **your** express or implied consent or while not in lawful possession of the **insured motor vehicle**.

Due to war, whether or not declared, civil war, insurrection, rebellion, or revolution, or to any act or condition incidental to any of these.

Resulting from the radioactive, toxic, explosive or other hazardous properties or nuclear material
To **medical payments** or **work loss** benefits for **bodily injury** sustained by a person to the extent that benefits are, in whole or in part, paid or payable under a workers' compensation law, employer's disability law or any similar law.

To **work loss** or **accidental death** benefits for:

Bodily injury sustained by **you** while **occupying a private passenger motor vehicle**, other than an **insured motor vehicle**, which is owned by **you** or furnished for **your** regular use.

Bodily injury sustained by a **relative** while **occupying a private passenger motor vehicle**, other than an **insured motor vehicle**, which is owned by or furnished for the regular use of **you** or a **relative**.

A **relative** 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.

Any **eligible injured person**, other than **you** or a **relative**, 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.

To **medical payments** benefits for **bodily injury** sustained by:

You while **occupying a private passenger motor vehicle**, other than an **insured motor vehicle**, which is owned by **you** or furnished for **your** regular use.

A **relative** while **occupying a private passenger motor vehicle**, other than an **insured motor vehicle**, which is owned by or furnished for the regular use of **you** or a **relative**.

An **eligible injured person**, other than **you** or a **relative**, while **occupying a private passenger motor vehicle**, other than an **insured motor vehicle**, which is owned by or furnished for the regular use of **you** or a **relative**.

An **eligible injured person** while **occupying an insured motor vehicle** when it is being used as a public or livery conveyance.

An **eligible injured person**, other than **you** or a **relative**:

While **occupying a private passenger motor vehicle**, other than an **insured motor vehicle**:

When it is being used as a public or livery conveyance.

While employed or otherwise engaged in an **auto business**.

Arising out of the maintenance or use of a **motor vehicle**, other than an **insured motor vehicle** or a motorcycle, by that **eligible injured person** while employed or otherwise engaged in a business or occupation other than an **auto business**.

This exclusion (E.ii.) does not apply to **bodily injury** resulting from the operation or occupancy of a **private passenger motor vehicle** by **you** or **your** private chauffeur or domestic servant.

An **eligible injured person** while **occupying any motor vehicle**, other than an **insured motor vehicle**, unless that person has a reasonable belief that they have the permission of the owner to use such **motor vehicle**.

UNINSURED MOTORISTS & UNDERINSURED MOTORISTS COVERAGE ENDORSEMENT - ARKANSAS

It is agreed that the policy is amended as follows:

PART III – UNINSURED MOTORISTS COVERAGE

This Part is replaced in its entirety by the following:

PART III – UNINSURED MOTORISTS & UNDERINSURED MOTORISTS COVERAGE

This coverage applies only if there is a premium shown for Uninsured Motorists Bodily Injury Coverage, Underinsured Motorists Bodily Injury Coverage, or both on the Declarations Page and only for such coverages as are shown.

We will pay damages for **bodily injury** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured** or **underinsured motor vehicle**. The **bodily injury** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured** or **underinsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**.

We will pay under this coverage only after the limits of liability of any applicable bodily injury liability policies or bonds have been used up by payment of judgments or settlements.

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

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Additional Definitions Used in This Part Only

As used in this Part:

- (1) **"Insured Person"** means:
- (A) **You** or a **relative**.
 - (B) Any other person **occupying your insured car** with **your** permission.
 - (C) Any person for damages that person is entitled to recover because of **bodily injury** to **you**, a **relative** or another occupant of **your car**.

No person shall be considered an **insured person** if that person uses a **motor vehicle** without permission of the owner.

- (2) **"Uninsured motor vehicle"** means a **motor vehicle** which is:
- (A) Not insured by a **bodily injury** liability bond or policy at the time of the **car accident**.
 - (B) Insured by a liability bond or policy at the time of the **car accident**, but which provides **bodily injury** liability limits less than the minimum bodily injury limits required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.

- (C) A hit-and-run vehicle whose operator or owner is unknown and which strikes:

- (i) **You** or a **relative**.
- (ii) A vehicle which **you** or a **relative** are **occupying**.
- (iii) **Your insured car**.

There must be actual physical contact with the hit-and-run vehicle.

- (D) Insured by a **bodily injury** liability bond or policy at the time of the **car accident** but the insurer denies coverage or is or becomes insolvent within one year after the **car accident**.

"Uninsured motor vehicle" does not mean a **motor vehicle**:

- (A) Owned by or furnished or available for the regular use of **you** or a **relative**.
- (B) Owned or operated by a self-insurer **within the meaning of** any **motor vehicle** financial responsibility law, motor carrier or **any** similar law, except a self-insurer which is or becomes insolvent within one year after the **car accident**.
- (C) Owned by a governmental unit or agency.

- (D) Designed mainly for use off public roads, while not on public roads.

- (E) Operated on rails or crawler treads.

- (F) While used as a residence or premises.

- (3) **"Underinsured motor vehicle"** means a **motor vehicle** which is insured by a liability bond or a policy at the time of the **car accident**, but the amount paid for **bodily injury** under such liability bond or policy is less than the amount the **insured person** is legally entitled to recover for the incurred damages.

"Underinsured motor vehicle" does not mean a vehicle:

- (A) Insured by a liability bond or policy at the time of the **car accident**, but which provides bodily injury liability limits less than the minimum bodily injury limits required by the financial responsibility law of Arkansas.
- (B) Owned by or furnished or available for the regular use of **you** or a **relative**.
- (C) Owned or operated by a self-insurer **within the meaning of** any **motor vehicle** financial responsibility law, motor carrier law or **any** similar law, except a self-insurer which is or becomes insolvent within one year after the **car accident**.
- (D) Owned by a governmental unit or agency.
- (E) Designed mainly for use off public roads, while not on public roads.
- (F) Operated on rails or crawler treads.
- (G) While used as a residence or premises.

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Exclusions

This coverage does not apply to **bodily injury** sustained by an **insured person**:

- (1) While **occupying** or when struck by a **motor vehicle** owned by **you** for which insurance is not afforded under this Part.
- (2) While occupying a motor vehicle with less than four wheels.
- (3) If that person or the legal representative of that person agrees to any settlement without **our** written consent.
- (4) While **occupying your insured car** when used to carry persons or property for compensation or a fee, including, but not limited to, delivery of newspapers, magazines, food, or any other products. This exclusion does not apply to shared-expense car pools.
- (5) While occupying any vehicle while the vehicle is being used in the business or occupation of an insured person. This exclusion does not apply while occupying your insured car if the business use is infrequent or is disclosed to and accepted by us.
- (6) While any vehicle is being used in or to preparay for any racing, speed, stunt, performance or demolition activity, regardless of whether such activity is prearranged or organized.
- (7) While your insured car is being operated by a regular operator who was not reported to us on the original application for insurance or otherwise disclosed to us and listed on the declarations page before the car accident.
- (8) This coverage shall not apply to punitive or exemplary damages.
- (9) Which directly or indirectly benefits any insurer or self-insurer under any workers' compensation law, disability benefits law or other similar laws.

Limits of Liability

Subject to all the provisions below, the limits of uninsured motorist and underinsured motorist insurance shown on the Declarations Page are the maximum amounts we will pay in damages for any one car accident.

- (1) The **bodily injury** limit for "each person" is the maximum limit for all claims by all persons for damages from bodily injury to any one person.
- (2) Subject to the bodily injury limit for "each person", the **bodily injury** liability limit for "each accident" is the total limit for all claims for damages from bodily injury to two or more persons in any one **car accident**.

We will pay no more than these maximums regardless of:

- (1) The number of vehicles described or premiums shown on the Declarations Page.
- (2) The number of **insured persons**.
- (3) The number of claims made or lawsuits filed.
- (4) The number of claimants making a claim.
- (5) The number of policies issued by **us**.

- (6) The number of vehicles involved in the **car accident**.

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

- (1) Under Uninsured Motorists Coverage and:
 - (A) Part I – Liability Coverage or Part II – Medical Payments Coverage of this policy; or
 - (B) Any Underinsured Motorists Coverage provided by this policy.
- (2) Under Underinsured Motorists Coverage and:
 - (A) Part I – Liability Coverage or Part II – Medical Payments Coverage of this policy; or
 - (B) Any Uninsured Motorists Coverage provided by this policy.
- (3) For which payment has been made by or on behalf of the owner or operator of the **uninsured or underinsured motor vehicle**, or any other person or organization who may be legally responsible.

We will not pay for any element of loss if an **insured person** is entitled to receive payment for the same element of loss under workers' compensation law or disability benefits law or similar law.

Other Insurance

If there is other applicable coverage on a loss covered by this Part, **we** will pay only **our** share of the damages. **Our** share is the proportion that **our** limits of liability bear to the total of all applicable limits. When an insured person is occupying a car or utility trailer you do not own, this coverage is excess over any other applicable insurance. This coverage shall then apply only in the amount by which the limits of liability for this coverage exceed the applicable limits for such other insurance. However, if a duly licensed automobile dealer provides a car to you or a relative as a temporary substitute for any other car described on the Declarations Page:

- (1) Because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction; or
- (2) To demonstrate the **car**,

we will provide primary insurance.

PART V – GENERAL PROVISIONS

Our Recovery Rights

The following is added to this provision:

Our rights do not apply under the first paragraph with respect to an **underinsured motor vehicle**, if **we**:

- (1) ~~Have been given prompt written notice by certified mail, return receipt requested of a tentative settlement between an insured person and the insurer of an underinsured motor vehicle; and~~
- (2) Fail to advance payment to the **insured person** in an amount equal to the tentative settlement within thirty (30) days after receipt of notification.

Written notice of 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

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(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** and the terms of the tentative settlement, which shall in no event include any component sum representing punitive or exemplary damages.

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

(1) That payment will be separate from any amount the **insured person** is entitled to recover under the Underinsured Motorists Coverage provision of Part III - Uninsured Motorists & Underinsured Motorists Coverage; and

(2) **We** also have a right to recover the advanced payment.

However, no notice of tentative settlement is required if the **underinsured motor vehicle** is insured by **us** for Part I – Liability Coverage.

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UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE ENDORSEMENT – ARKANSAS

It is agreed that the policy and the provisions of the Arkansas Uninsured Motorists & Underinsured Motorists apply, except as amended by this endorsement, as follows:

Uninsured Motorists Property Damage Coverage

This coverage applies only if there is a premium shown for this coverage on the Declarations Page.

We will pay damages for **property damage** which an **insured person** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle**. The **property damage** must be caused by a **car accident** and result from the ownership, maintenance or use of an **uninsured motor vehicle**.

Determination as to whether an **insured person** is legally entitled to recover damages or the amount of damages shall be made by agreement between the **insured person** and **us**.

We will pay under this coverage only after the limits of liability of any applicable property damage liability policies or bonds have been used up by payment of judgments or settlements.

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

If a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Additional Definitions Used In This Part Only

The following provision is added to Definition (1):

- (1) "**Insured person**" means:
- (D) Any person for damages that person is entitled to recover because of **property damage** to **your insured car**.

Definition (2) is replaced in its entirety by the following:

- (2) "**Uninsured motor vehicle**" means a **motor vehicle** which is:
- (A) Not insured by a **property damage** liability bond or policy at the time of the **car accident**.
- (B) Insured by a liability bond or policy at the time of the **car accident**, but which provides **property damage** liability limits less than the minimum **property damage** liability limits required by the financial responsibility law of the **state** in which **your insured car** is principally garaged.
- (C) A hit-and-run vehicle whose operator or owner is unknown and which strikes:

- (i) A vehicle which **you** or a **relative** are **occupying**; or
- (ii) **Your insured car**.

There must be actual physical contact with the hit-and-run vehicle.

- (D) Insured by a **property damage** liability bond or policy at the time of the **car accident** but the insurer denies coverage or is or becomes insolvent within one year after the **car accident**.

"**Uninsured motor vehicle**" does not mean a motor vehicle:

- (A) Owned by or furnished or available for the regular use of **you** or a **relative**.
- (B) Owned or operated by a self-insurer within the meaning of any motor vehicle financial responsibility law, motor carrier or any similar law, except a self-insurer which is or becomes insolvent within one year after the car accident.
- (C) Owned by a governmental unit or agency.
- (D) Designed mainly for use off public roads, while not on public roads.
- (E) Operated on rails or crawler treads.
- (F) While used as a residence or premises.

The following definitions are added:

- (4) "**Property damage**" as used in this endorsement means:
- (A) Injury to; or
- (B) Destruction of; or
- (C) Reasonable expenses for loss of use of; **your insured car**. However, **property damage** does not include injury to, or destruction of, or loss of use of any property while contained in **your insured car**.
- (5) "**Actual cash value**", as used in this endorsement, means the market value or replacement cost less physical depreciation of the damaged property.

Exclusions

The introductory paragraph is replaced in its entirety by the following:

This coverage does not apply to **bodily injury** or **property damage** sustained by an **insured person**:

The following exclusions are added:

- (6) For the first \$200 of the amount of **property damage** to **your insured car**. This exclusion (6) does not apply if:
- (A) We insure **your insured car** for both, collision coverage and Uninsured Motorists Property Damage Coverage; and
- (B) The operator of the **uninsured motor vehicle** is positively identified and is solely at fault.

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(7) Which directly or indirectly benefits any insurer of property.

Limits of Liability

The following provision is added:

- (3) The property damage liability limit for “each accident” is the maximum amount **we** will pay for all **property damage** to all property in any one **car accident**. Subject to this maximum, **our** limits of liability for **property damage** will be the lesser of:
- (A) The **actual cash value** of **your insured car** or if the loss is a part thereof, the **actual cash value** of such part; or
 - (B) The amount necessary to repair or replace **your insured car** or if the loss is a part thereof, the

amount necessary to repair or replace such part with parts or property of like-kind and quality.

The following provision is amended as follows:

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

- (1) Under Uninsured Motorists Coverage and:
- (A) Part I – Liability Coverage or Part II – Medical payments Coverage of this policy;
 - (B) Any Underinsured Motorists Coverage provided by this policy;
 - (C) Part IV – Car Damage Coverage.

No payment will be made for loss paid or payable to the **insured person** under Part IV – Car Damage Coverage.

BROAD FORM NAMED DRIVER ENDORSEMENT

The provisions and exclusions that apply to this policy and any amendatory endorsements also apply to this endorsement, except as amended by this endorsement as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

The following definitions are replaced in their entirety by the following:

(2) "You" and "your" mean the person shown as the named insured on the Declarations Page.

(9) "Your insured car" means:

- (A) A car or utility trailer owned or leased by you which you are using.
- (B) A car or utility trailer owned by you which is not being used by any person.
- (C) A car not owned or leased by you which you are using.

PART I – LIABILITY COVERAGE

The Liability Coverage section of Part I of your policy is amended to read as follows:

This coverage applies only if a premium is shown for this coverage on the Declarations Page.

We will pay damages for which you are legally liable because of bodily injury and/or property damage caused by a car accident arising out of your use of your insured car. We will settle any claims or defend any lawsuit which is payable under the policy, as we deem appropriate.

We have no duty to defend any suit or settle any claim for bodily injury or property damage not covered under this policy.

~~Our duty to settle or defend ends when our limit of liability for this coverage has been paid.~~

Additional Definitions Used in This Part Only

The definition of "insured person" or "insured persons" is replaced in its entirety by the following:

As used in this Part,

(1) "insured person" or "insured persons" means you while you are using your insured car.

~~No person shall be considered an insured person if the person uses a car or utility trailer without the permission of the owner.~~

The following persons are not "insured persons" for this coverage:

- (1) The United States Government or any other government or civil authority, or any other level of the government; and

- (2) Any person operating a motor vehicle as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.

Exclusions

Exclusion (10) is deleted in its entirety.

PART II – MEDICAL PAYMENTS COVERAGE

Additional Definitions Used in This Part Only

The definition of "insured person" or "insured persons" is replaced in its entirety by the following:

As used in this part,

(1) "insured person" or "insured persons" means:

- (A) You while occupying your insured car.
- (B) You as a pedestrian when struck by a motor vehicle or utility trailer.
- (C) Any other person while occupying your insured car while the car is being used by you.

PART III – UNINSURED MOTORISTS COVERAGE

Additional Definitions Used in This Part Only

The following definition is replaced in its entirety by the following:

As used in this Part:

(1) "Insured person" means:

- (A) You.
- (B) Any other person occupying your insured car with your permission.
- (C) Any person for damages that person is entitled to recover because of bodily injury to you or another occupant of your car.

UNDERINSURED MOTORISTS COVERAGE

Additional Definitions Used in This Part Only

The following definition is replaced in its entirety by the following:

As used in this Part:

(1) "Insured person" means:

- (A) You.
- (B) Any other person occupying your insured car with your permission.
- (C) Any person for damages that person is entitled to recover because of bodily injury to you or another occupant of your car.

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SIDE BY SIDE POLICY COMPARISON
PERSONAL AUTO POLICY
ADDITIONAL INSURED LESSOR ENDORSEMENT

If no language appears in the "REVISED" column, the language in the CURRENT column will remain, unchanged, in the REVISED column.

CURRENT

REVISED

COMMENTS

AIL1 (3/99)

AIL1 (10/07)

Any liability and any required no-fault coverages afforded by this policy for **your leased car** also apply to the lessor named on the Declarations Page as an additional insured. This insurance is subject to the following provisions.

As used in this endorsement:

Your leased car means:

- A) A **car** shown on the Declarations Page which **you** lease for a continuous period of at least six months under a written agreement which requires **you** to provide primary insurance for the lessor; and
- B) Any substitute or replacement **car** furnished by the lessor named in this endorsement.

Moved language defining "your leased car" to a separate section.

1) **We** will pay damages for which the lessor becomes legally responsible only if the damages arise out of acts or omissions of:

- A) **You** or any **relative**; or
- B) Any other person using **your leased car** with permission except the lessor or any employee or agent of the lessor using **your leased car**.

2) **Your leased car** means:

~~2) **Your leased car** means:~~

Language moved.

- a. A **car** shown on the Declarations Page which **you** lease for a continuous period of at least six months under a written agreement which requires **you** to provide primary insurance for the lessor; and
- b. Any substitute or replacement **car** furnished by the lessor named in this endorsement.

- ~~a. A **car** shown on the Declarations Page which **you** lease for a continuous period of at least six months under a written agreement which requires **you** to provide primary insurance for the lessor; and~~
- ~~b. Any substitute or replacement **car** furnished by the lessor named in this endorsement.~~

- 3) If **we** terminate this policy, notice will also be mailed to the lessor.
- 4) This lessor is not responsible for payment of premiums.
- 5) The designation of the lessor as an additional insured shall not operate to increase **our** limits of liability.

LOSS PAYABLE ENDORSEMENT

Loss or damage under this policy shall be paid, as interest may appear, to **you** and the loss payee, mortgagee, or lienholder shown in the Declarations Page only as applicable under the terms of the policy.

We reserve the right to cancel the policy as permitted by the policy terms or by applicable state laws and the cancellation shall terminate this agreement as to the loss payee's interest. **We** will protect the loss payee's interest for twenty (20) days after **we** send notice to the loss payee that the policy has been canceled.

If **you** fail to give us proof of **loss** within the time allowed, the loss payee may protect their interest by filing a proof of loss within thirty (30) days after that time.

The loss payee must notify **us** of any known change of ownership or increase in the risk. If the loss payee fails to do so, the loss payee will not be entitled to any payment under this endorsement.

If **we** pay a loss payee under the terms of this endorsement for a **loss** not covered under the terms of the policy, **we** to the extent of such payment, are subrogated to the loss payee's rights against **you**. The loss payee must assign their interest up to the amount of **our** payment to **us** and transfer all supporting documents to **us**. This will not affect the loss payee's right to recover the full amount of their claim from **you**.

LIENHOLDER DEDUCTIBLE ENDORSEMENT

It is agreed that the following provision be added to the Loss Payable Endorsement:

The deductible amounts applicable to **losses** adjusted with and payable to the loss payee, mortgagee, or lienholder for their interest shall be as shown under Lienholder Comprehensive Coverage and Lienholder Collision Coverage on the Declarations Page for **your insured car**, and for which a premium is shown for this coverage. However, such deductible amounts shall

apply only when **your insured car** is a total **loss**, or when **loss** or damage causes it to be repossessed by or surrendered to the loss payee, mortgagee, or lienholder, and in any case, only with respect to the loss payee's, mortgagee's or lienholder's interest. All other losses shall be subject to the deductible amounts stated on the Declarations Page for Comprehensive and/or Collision coverages.

SIDE BY SIDE POLICY COMPARISON
PERSONAL AUTO POLICY
RENTAL REIMBURSEMENT / TRANSPORTATION EXPENSES ENDORSEMENT

If no language appears in the "REVISED" column, the language in the CURRENT column will remain, unchanged, in the REVISED column.

<u>CURRENT</u>	<u>REVISED</u>	<u>COMMENTS</u>
RR1 (03/99)	RR1 (10/07)	
<p>When there is a loss to your insured car shown on the Declarations page for which a premium is shown for Rental Reimbursement / Transportation Expenses coverage, we will reimburse you for expenses you incur to rent a substitute car. This coverage applies only if:</p> <p>(1) Your insured car is withdrawn from use for more than 24 hours; and</p> <p>(2) The loss is caused by a collision, comprehensive or covered under Part IV - Car Damage coverage.</p> <p>However, this coverage does not apply when there is a total theft of your insured car. Our payment will be limited to that period of time reasonably required to repair or replace your insured car.</p> <p>We will pay up to the amount per day, subject to the maximum amount per occurrence, shown on the Declarations Page for this coverage. No deductible applies to this coverage.</p>	<p>(2) The loss is covered under Part IV - Car Damage coverage.</p>	<p>Eliminated unnecessary language.</p>

Transportation Expense provision of Part IV - :
Car Damage is replaced by the following:

Transportation Expense

We will pay **you** for reasonable actual incurred alternative transportation expenses if **your insured car** covered by this Part is stolen. **We** will pay **you** for covered transportation expenses up to the amount per day, subject to the maximum amount per occurrence, shown on the Declarations Page for Rental Reimbursement/ Transportation Expenses coverage. This applies only in the event of the total theft of **your insured car**. The payment period begins 48 hours after **you** have told **us** of the theft and have notified the police. The period ends when:

(1) **We** pay or offer to pay **you** for the loss; or

(2) **Your insured car** is returned to use.

whichever occurs first.

(1) Seventy-two (72) hours after we make an offer to pay the actual cash value of your insured car; or

(2) When **your insured car** is returned to use; or

(3) When we have paid the maximum amount per occurrence, shown on the Declarations Page.

whichever occurs first.

Language revised to align with the base policy.

SIDE BY SIDE POLICY COMPARISON
PERSONAL AUTO POLICY
TOWING AND LABOR ENDORSEMENT

If no language appears in the "REVISED" column, the language in the CURRENT column will remain, unchanged, in the REVISED column.

<u>CURRENT</u>	<u>REVISED</u>	<u>COMMENTS</u>
TL1 (03/99)	TL1 (10/07)	
With respect to your insured car for which a premium is shown on the Declarations Page for this coverage, we will reimburse you for towing and labor costs incurred each time your insured car is disabled, up to the amount per disablement, subject to the maximum aggregate amount, shown on the Declarations Page.	With respect to your insured car for which a premium is shown on the Declarations Page for this coverage, we will reimburse you for towing and road service costs incurred each time your insured car is disabled, up to the amount per disablement, subject to the maximum aggregate amount, shown on the Declarations Page.	"Labor" changed to "road service"
We will only pay for labor performed at the place of disablement.	We will pay for labor performed at the place of disablement.	Removed "only".

- Viking Insurance Company of Wisconsin
- Peak Property & Casualty Insurance Corporation
- Dairyland Insurance Company
- Patriot General Insurance Company



ARKANSAS REJECTION OF:

Uninsured/Underinsured Motorists and Personal Injury Protection Coverage

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Bodily Injury limits available to me are: \$25,000/50,000 or \$50,000/100,000

Uninsured/Underinsured Motorists Rejection:

I have had Uninsured Motorists Bodily Injury (UM-BI), Uninsured Motorists Property Damage (UM-PD) and Underinsured Motorists Bodily Injury (UIM-BI) Coverages explained to me and I fully understand them. My policy will be issued with UM-BI and UIM-BI coverages with limits equal to my BI Liability limits unless I reject or reduce them.

- I reject increased UM-BI limits that match my increased Bodily Injury Liability limits of \$50,000/100,000. My policy will be issued with UM-BI limits as indicated on the application or change request.

(Check one)

- I reject UM-BI, UM-PD and UIM-BI coverages in their entirety.
- I reject only UM-PD coverage (UM-PD cannot be purchased without UM-BI).
- I reject UIM-BI coverage in its entirety (UIM-BI cannot be purchased without UM-BI).

I also understand that my policy will not contain these rejected coverages when issued or renewed, but I may request to add the above coverages to my policy at any future date.

Personal Injury Protection Coverage Rejection:

I have had No-Fault Personal Injury Protection coverages explained to me and I fully understand them. I fully understand that my policy when issued or renewed will **not** provide *(check all that apply)*:

- \$5,000 Medical Payments
- Work Loss Benefits
- \$5,000 Accidental Death Benefits

I also understand that, upon written request, I may request to add any of the above coverages to my policy at any future date.

This form is not part of your policy and does not provide coverage.

Signature of Applicant

Print Applicant's Name

Date

Policy Number

SIDE BY SIDE POLICY COMPARISON
PERSONAL AUTO POLICY
CUSTOM AND SPECIAL EQUIPMENT ENDORSEMENT

If no language appears in the "REVISED" column, the language in the CURRENT column will remain, unchanged, in the REVISED column.

<u>CURRENT</u>	<u>REVISED</u>	<u>COMMENTS</u>
SE1 (03/99)	SE1 (10/07)	
<p>The provisions that apply to Part IV - Car Damage Coverage also apply to coverage provided by this endorsement.</p>		
<p><u>Special Equipment Coverage</u></p>		
<p>With respect to your insured car for which a premium is shown on the Declarations Page for Special Equipment coverage as subject to this endorsement, we will pay for direct and accidental loss to special equipment, including, but not limited to:</p>	<p>With respect to your insured car for which a premium is shown on the Declarations Page for Special Equipment coverage as subject to this endorsement, we will pay for direct and accidental loss to equipment, parts and accessories which are not defined as covered equipment.</p>	<p>Removed language referring to specific items. Special Equipment refers to all equipment, parts and accessories which are not defined as covered equipment.</p>
<p>(1) Custom paint, murals, paintings, or other decals or graphics;</p>	<p>(1) Custom paint, murals, paintings, or other decals or graphics;</p>	<p>Removed language referring to specific items.</p>
<p>(2) Two-way radios (including citizen band radios), telephones, or radio telephones, scanning monitor receivers, television monitor receivers, video cassette recorders, audio cassette recorders, or personal computers;</p>	<p>(2) Two-way radios (including citizen band radios), telephones, or radio telephones, scanning monitor receivers, television monitor receivers, video cassette recorders, audio cassette recorders, or personal computers;</p>	

(3) Any device designed for the recording or reproduction of sound not defined as covered equipment.

~~(3) Any device designed for the recording or reproduction of sound not defined as covered equipment.~~

(4) Custom chrome, alloy, aluminum or magnesium wheels and custom wide tread tires;

~~(4) Custom chrome, alloy, aluminum or magnesium wheels and custom wide tread tires;~~

(5) Special carpeting and insulation, furniture or bars or television receivers;

~~(5) Special carpeting and insulation, furniture or bars or television receivers;~~

(6) Facilities for cooking and sleeping;

~~(6) Facilities for cooking and sleeping;~~

(7) Height extended roofs;

~~(7) Height extended roofs;~~

(8) Bedliners or toppers.

~~(8) Bedliners or toppers.~~

Limits of Liability

The following is added to Limits of Liability;

(3) **Our** limit of liability for **loss** shall not exceed \$3000 for special equipment. However, **our** limit of liability for the total of all **loss** to audio, visual or data electronic equipment and any accessories used with this equipment, including those listed under Special Equipment Coverage (2) and (3) of this endorsement, as a result of any one occurrence, shall not exceed \$1,000.

~~(3) **Our** limit of liability for **loss** shall not exceed \$3000 for special equipment. However, **our** limit of liability for the total of all **loss** to audio, visual or data electronic equipment and any accessories used with this equipment, as a result of any one occurrence, shall not exceed \$1,000.~~

Removed language that referred to the equipment that was previously listed..

The deductible amount shown on the Declarations page for Collision or Comprehensive coverages will be applied to the respective type of **loss** to Special Equipment. If a covered **loss** results in special damage to **your insured car** and its covered special equipment, the deductible applies only once.

The deductible amount shown on the Declarations page for Collision or Comprehensive coverages will be applied to the respective type of **loss** to Special Equipment. If a covered **loss** results in damage to **your insured car** and its covered Special Equipment, the deductible applies only once.

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DAIRYLAND AUTO

Readability Statistics

Courts	
Words	17904
Characters	89525
Paragraphs	964
Sentences	651
Averages	
Sentences per Paragraph	1.3
Words per Sentence	27.5
Characters per Word	4.8
Readability	
Passive Sentences	22%
Flesch Reading Ease	40.0
Flesch-Kincaid Grade Level	13.0

Important. This insurance

Read Your Policy Carefully
features of your policy, but sets forth in detail the rights

Agreement

What To Do In Case Of A C
Notice of Car Accident
Other Duties

Definitions Used Througho

Part I - Liability Coverage
Additional Definitions Used in This Part Only
Additional Payments
Exclusions
Conformity with Financial Responsibility Laws
Out of State Insurance
Limits of Liability
Separate Application of This Coverage
Other Insurance

Part II - Medical Payments Coverage
Additional Definitions Used in This Part Only
Exclusions
Limits of Liability
Other Insurance

Part III - Uninsured Motorists Coverage
Additional Definitions Used in This Part Only

Part V - General Provisions
Territory
Changes
Two or More Cars Insured
Lawsuit Against Us
Our Recovery Rights
Assignment
Bankruptcy
Out of State Insurance
Renewal of This Policy
Cancellation or Nonrenewal of This Policy
Misrepresentations

Coverage
Exclusions Used in This Part Only
Loss
Expenses

Page 1 Sec 1 L12 AC 0.7 Ln 1 Col 1

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**STATE OF ARKANSAS
REVISED CERTIFICATE OF COMPLIANCE**

COMPANY NAME: Viking Insurance Company of Wisconsin
DESCRIPTION: Personal Auto Policy
FORM NUMBER: PAP1
EDITION DATE: (3-08)

This is to certify that the above captioned policy form has achieved a Flesch Reading Ease Test score of 40 and complies with the requirements of Act 517 of 1981 (Ark. State Ann. Sec. 23-80-301 — 23-80-308) and Rule and Regulation 29.



Signature of Officer of Company

President
Title

If a policy is scored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

The Flesch score was achieved by using the base policy and all applicable endorsements. The endorsements are:

Personal Auto Policy Amendatory	PPA-AR (8/08)
Broad Form Physical Damage	BFP1-AR (8/08)
Personal Injury Protection	PIP1-AR (8/08)
Uninsured/Underinsured Motorists	UM3-AR (8/08)
Uninsured Motorists Property Damage	UM6-AR (8/08)
Additional Insured-Lessor	AIL1 (10/07)
Broad Form Named Driver	BFN2 (10/07)
Household Exclusion	HHE1 (3/08)
Loss Payable	LH2 (3/08)
Named Non-Owner	NNO1 (3/08)
Named Driver Exclusion	NDE1a (10/07)
Rental Reimbursement/Transportation Expenses	RR1 (10/07)
Special Customized Equipment	SE1 (10/07)
Towing and Labor Costs	TL1 (10/07)
Lienholder Deductible	LDE1 (10/07)

PERSONAL AUTO POLICY AMENDATORY ENDORSEMENT – ARKANSAS

It is agreed that the policy is amended as follows:

DEFINITIONS USED THROUGHOUT THIS POLICY

Definition (9) is replaced in its entirety by the following:

(9) **"Your insured car"** means:

- (A) Any **car you** own described on the Declarations Page and any **car you** replace it with. A replacement **car** will have the same coverage as the **car** it replaced. If **you** want coverage to apply to a replacement **car**, **you** must, however, notify **us** within twenty (20) days of its acquisition. **You** must pay any additional premium charges for coverage for the replacement **car**.
- (B) Any additional **car** of which **you** acquire ownership during the policy period, provided **we** insure all other **cars you** own on the date **you** acquire the additional **car**. For coverage to apply under Part I – Liability coverage, **you** must, however, notify **us** within twenty (20) days of its acquisition. Car Damage Coverage will apply to the additional **car** only if **you** ask **us** to provide such coverage and **we** agree to do so. **You** must pay any additional premium charges for coverage for the additional **car**.
- (C) Any **car** not owned by **you** while being used temporarily with the permission of the owner as a temporary substitute for any other **car** described in the Declarations Page because of its withdrawal from normal use due to breakdown, repair, servicing, loss or destruction, or a rental car.
- (D) Any utility trailer you own, or any utility trailer not owned by **you** while being used with permission of the owner, except for collision or comprehensive under Part IV - Car Damage Coverage of this policy

Definition (16) is added to this section:

(16) **Punitive or Exemplary Damages** means an amount awarded with the intent to punish a wrongdoer and to deter others from similar conduct.

PART I – LIABILITY COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car to you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted..

PART II – MEDICAL PAYMENTS COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car to you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

PART III – UNINSURED MOTORISTS COVERAGE

Arbitration

The Arbitration provision is deleted in its entirety

PART IV – CAR DAMAGE COVERAGE

The following is added to the opening paragraphs of this Part:

If a duly licensed automobile dealer provides a **car to you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction, coverage under this Part shall extend to such temporary substitute vehicle only to the extent coverage is provided under this Part to the **car** being substituted.

Settlement of Loss

The following is added to this 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 insured car** and **we** elect 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 applicable taxes, license fees, and other fees actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

Appraisal

The Appraisal provision is deleted in its entirety.

Exclusions

Exclusion (13) is replaced in its entirety by the following:

This coverage does not apply to **loss**:

- (13) To any **car** not owned by **you**. However, this exclusion does not apply if a duly licensed automobile dealer provides a **car to you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction.

Exclusion (16) is deleted in its entirety.

Deleted: **Other Insurance**

The following is added to this provision:

However, if a duly licensed automobile dealer provides a **car to you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

<#>Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction;

<#>To demonstrate the **car**,

we will provide primary insurance.

Deleted: except for collision or

Deleted: comprehensive coverage under Part IV – Car Damage Coverage of this policy.

Deleted: If the temporary substitute vehicle is provided to **you** or a **relative** by a duly licensed automobile dealer, collision or comprehensive coverage under Part IV – Car Damage Coverage of this policy applies to the extent coverage is provided under Part IV – Car Damage Coverage of this policy to the **car** being substituted.

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Deleted: its

Deleted: **Other Insurance**

The following is added to this provision:

However, if a duly licensed automobile dealer provides a **car to you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

<#>Because of its withdrawal from normal use due to its breakdown, repair, servicing, loss or destruction;

<#>To demonstrate the **car**,

we will provide primary insurance.

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Deleted: **Other Insurance**

This provision is replaced in its entirety by the following:

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. However, if a ... [1]

PART V – GENERAL PROVISIONS

Our Recovery Rights

The first paragraph is replaced in its entirety by the following:

In the event of any payment by **us** under this policy, except as specified in Part III – Uninsured Motorists and Underinsured Motorists Coverage Endorsement, **we** are entitled to all the rights of recovery that any person or organization **we** have paid may have against another who might be held responsible. **You** and anyone **we** protect must sign any papers and do whatever is necessary to help **us** exercise **our** rights. **You** and anyone **we** protect will do nothing after the loss to prejudice **our** rights.

The following is added to this provision:

We shall be entitled to a recovery under this provision only after the person has been fully compensated for damages.

Renewal of This Policy

The second paragraph is replaced with the following:

If **we** decide not to renew this policy, **we** will mail to the person named the Declarations Page, at the address shown on the Declarations Page notice of nonrenewal not less than thirty (30) days before the end of the policy period.

Cancellation or Nonrenewal of This Policy

This provision is replaced in its entirety by the following:

Cancellation or Nonrenewal of This Policy

You may cancel this policy by returning it to **us** or by advising **us** in writing when at a future date the cancellation is to be effective.

We may cancel by mailing notice of cancellation to the person named on the Declarations Page at the address shown on the Declarations Page:

- (1) Not less than ten (10) days prior to the effective date of cancellation for nonpayment of premium.
- (2) Not less than twenty (20) days prior to the effective date of cancellation for any other reason.
- (3) If this policy has been in effect for sixty (60) days, **we** may cancel only:
 - (A) For nonpayment of premium;
 - (B) For suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car**. The suspension or

revocation must have taken place during the policy period, or, if a renewal policy, within one hundred eighty (180) days immediately preceding its effective date;

However, **we** may not cancel solely due to the administrative suspension or revocation of **your** driver's license or that of any other operator who either lives in **your** household or customarily operates **your insured car** due to an alcohol or drug related violation set forth under Arkansas code 5-65-104.

- (C) If the policy was obtained through a material misrepresentation; or
- (D) If the named insured or any driver of **your insured car** is convicted of:
 - (i) Driving while intoxicated;
 - (ii) Homicide or assault arising out of the use of a motor vehicle; or
 - (iii) Three (3) separate speeding or reckless driving violations, or any combination of the two,(2) during the policy period, including the three (3) months prior to the effective date of the policy.

If different requirements for cancellation and non-renewal or termination of policies are applicable because of the laws of **your** state, **we** will comply with those requirements.

Proof of mailing a notice of cancellation or nonrenewal shall be sufficient proof of notice of cancellation or nonrenewal.

Upon cancellation **you** may be entitled to a premium refund. If so, **we** will send it to **you** or **your** agent, but a refund is not a condition of cancellation. If **we** cancel, the refund will be computed on a pro-rata basis. If **you** cancel, the refund will be computed in accordance with the customary short-rate table and procedure. The effective date of cancellation stated in a notice is the end of the policy period

Misrepresentations

This provision is replaced in its entirety by the following:

Misrepresentations

If you misrepresent any fact or circumstance that affects the eligibility of a risk, contributes to a loss, or results in a premium lower than that which would have been charged if true and complete representations had been made, we reserve the right to rescind the policy and/or deny coverage, except for coverage to injured third parties under Part I – Liability Coverage of this policy.

Other Insurance

This provision is replaced in its entirety by the following:

Other Insurance

If there is other applicable coverage on a **loss** covered by this Part, **we** will pay only **our** proportionate share of the damages. However, if a duly licensed automobile dealer provides a **car** to **you** or a **relative** as a temporary substitute for any other **car** described on the Declarations Page:

Because of its withdrawal from normal use due to its breakdown, repair, servicing, **loss** or destruction; or

To demonstrate the **car**,

we will provide primary insurance.