

SERFF Tracking Number: ANPC-125752917 State: Arkansas
Filing Company: American National Property and Casualty State Tracking Number: EFT \$25
Company
Company Tracking Number: 03-ANP-08-0474
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: AR ANP PPA
Project Name/Number: AR ANP Auto RR-FU/351208

Filing at a Glance

Company: American National Property and Casualty Company

Product Name: AR ANP PPA SERFF Tr Num: ANPC-125752917 State: Arkansas
TOI: 19.0 Personal Auto SERFF Status: Closed State Tr Num: EFT \$25
Sub-TOI: 19.0001 Private Passenger Auto Co Tr Num: 03-ANP-08-0474 State Status: Fees verified and received
(PPA)
Filing Type: Rule Co Status: Pending at DOI Reviewer(s): Alexa Grissom, Betty Montesi
Author: Beth Summers Disposition Date: 08/14/2008
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State Filing Description:

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Filing Status Changed: 08/14/2008
State Status Changed: 08/14/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Adding CMA to the Rider Group Discount

Company and Contact

Filing Contact Information

Beth Summers, Regulatory Compliance Analyst bsummers@anpac.com

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II

American National Corporate Centre (417) 887-4990 [Phone]
Springfield, MO 65899-0251 (417) 877-5014[FAX]

Filing Company Information

American National Property and Casualty CoCode: 28401 State of Domicile: Missouri
Company

American National Corporate Centre Group Code: 408 Company Type: Property And
Casualty

1949 East Sunshine
Springfield, MO 65899-0251
(417) 887-4990 ext. [Phone]
Group Name: State ID Number:
FEIN Number: 43-1010895

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Filing Fees

Fee Required? Yes
Fee Amount: \$25.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American National Property and Casualty Company	\$25.00	08/08/2008	21857839

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Alexa Grissom	08/14/2008	08/14/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	A-1 Private Passenger Auto Abstract	Filed	Yes
Supporting Document	APCS-Auto Premium Comparison Survey	Filed	Yes
Supporting Document	NAIC loss cost data entry document	Filed	Yes
Supporting Document	NAIC Loss Cost Filing Document for OTHER than Workers' Comp	Filed	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Filed	Yes
Rate	Cover Letter	Filed	Yes
Rate	General Rules	Filed	Yes

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Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Filed	Cover Letter		New	ar08088r.anp.pdf
Filed	General Rules	MR-34 (7-08)	Replacement	AR ANP MR 7-08.pdf



American National Corporate Centre
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American National Property And Casualty Co.
American National General Insurance Co.
American National Lloyds Insurance Co.
Pacific Property And Casualty Co.
ANPAC Louisiana Insurance Co.
American National County Mutual Insurance Co.

August 8, 2008

Arkansas Insurance Department
Property and Casualty Division
1200 West 3rd Street
Little Rock, AR 72201-1904

Re: American National Property And Casualty Company #408-28401
Private Passenger Automobile Program
Independent Filing of Rules
Company Filing #03-ANP-08-0474

American National Property And Casualty Company files herewith the following change to its Private Passenger Automobile Program:

<u>PAGE TO BE FILED</u>	<u>EDITION DATE</u>
MR-34	7-08

This page replaces the following page currently on file with your department:

<u>PAGE TO BE REPLACED</u>	<u>EDITION DATE</u>
MR-34	2-08

The Motorcycle Rider Group Discount, Rule 611 has been revised. CMA (Christian Motorcyclists Association) has been added to the eligibility list.

We will implement this filing effective October 15, 2008, for both new and renewal business.

If you have any questions regarding this filing, please feel free to contact me. Please acknowledge receipt in your usual manner.

Sincerely,

Beth Summers
Regulatory Compliance Analyst II
Phone: (417) 887-4990, ext. 2238
Fax: (417) 877-5014
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Enclosures



"Members of the American National Family of Companies"

**AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY
FAMILY AUTOMOBILE, RECREATIONAL VEHICLE, AND MOTORCYCLE PROGRAMS
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**FAMILY AUTOMOBILE, RECREATIONAL VEHICLE, AND MOTORCYCLE PROGRAMS
GENERAL RULES**

GENERAL PROVISIONS

DEFINITIONS

100. "Owned" means owned by an individual or owned jointly by two or more relatives who are residents of the same household.
101. A private passenger automobile is a motor vehicle of the private passenger or station wagon or van type that is owned or leased under a long term contract (at least six months) and is not used to carry persons or property for a charge.
102. A motor vehicle with a pick-up body, a delivery sedan or a panel truck owned by an individual or owned jointly by two or more relatives who are residents of the same household, not customarily used in the occupation, profession, or business of the insured other than farming or ranching, shall be classified and rated as a private passenger automobile.
103. An automobile owned by a farm family, co-partnership or corporation, which is principally garaged on a farm or ranch and otherwise meets the definitions in 101 or 102 above, shall be classified and rated as a private passenger automobile.
104. A motor home, camping trailer or travel trailer that is owned or leased under a long-term contract (at least six months) and is not used to carry persons or property for a charge shall be classified and rated under the private passenger automobile program.
105. A miscellaneous vehicle is any utility trailer or motor vehicle, other than a private passenger automobile, that is owned or leased under a long-term contract and is not used to carry persons or property for a charge.
106. "Base premium" means the total of all coverage premiums calculated by including the following rating criteria when applicable to the coverage or in the state: Limit factor, Passive Restraint Discount, Model Year factor, Symbol factors, and Deductible factor.
107. An account consists of individuals living at the same residence. Persons related to the account owner by blood, marriage, or adoption and residing in the same residence must be included on the same account number, and only one account number may exist for the household. Persons not related, in such a manner as noted above, are not required to be included on one account number and are not limited to the one account number requirement.

POLICY TERM

110. Manual premiums are for a six-month policy term unless otherwise indicated.

PREMIUM PAYMENT

Electronic Transfer Method of Payment

120. **Easy Pay – The Checkless Way®**

Insureds may elect to pay their premium by automatic, electronic monthly withdrawals from a checking or savings account. An authorization form must be completed by the insured and submitted to the Home Office along with the minimum required down payment for a new business application. A down payment is required when initiating an Easy Pay plan and when adding a policy to an existing Easy Pay plan.

No installment charge is applied to Easy Pay withdrawals.

Automobiles/Motor Homes and Camping/Travel Trailers

The minimum required down payment for a new business application is one month's premium (1/6th of the total term premium for six-month policies).

The down payment requirement is waived in these circumstances:

1. If the insured account qualifies under Underwriting Payment Plan Eligibility Category I.
2. If submitting a 5th car policy addition to an existing 4-car policy account.
3. If the insured has been an auto or homeowner policyholder for one full year or more.
4. If, at renewal, the request is submitted 60 days in advance of the renewal, and the current term is paid in full.

Motorcycles

The minimum required down payment for a new business applicant is one month's premium (1/12th of the total term premium for twelve-month policies).

The down payment requirement is waived if the applicant is enrolled in the Benefits Xpress Employee Services™ program, or is an existing auto or home policyholder, and the policy is being added to an existing Easy Pay plan. When initiating the Easy Pay plan at renewal, no down payment is required if the request is submitted 60 days in advance of the renewal, and the current term is paid in full.

Recreational Vehicles

The minimum required down payment for a new business applicant is one month's premium (1/12th of the total term premium for twelve-month policies).

The down payment requirement is waived if the applicant is an existing auto or home policyholder, and the policy is being added to an existing Easy Pay plan. When initiating the Easy Pay plan at renewal, no down payment is required if the request is submitted 60 days in advance of the renewal, and the current term is paid in full.

Non-Bound Trial Applications

No down payment should be collected for non-bound trial applications.

Other Methods of Payment

121. Cash with Application

All new business applications and reinstatement applications where Easy Pay is not selected as the payment method must be sent to the Home Office accompanied by a down payment remittance. If the remittance is less than the full amount due, a \$5 installment charge will be applied.

Automobiles/Motor Homes and Camping/Travel Trailers

A remittance of \$100 or one-half of the first six months' premium, whichever is greater, is required. If the six-month premium is less than \$100, the full amount must be submitted.

Motorcycles

A remittance of \$100 or one-half of the first twelve-months' premium, whichever is greater, is required. If the twelve-month premium is less than \$100, the full amount must be submitted.

Recreational Vehicles

A remittance of \$100 or one-half of the first twelve-months' premium, whichever is greater, is required. If the twelve-month premium is less than \$100, the full amount must be submitted.

Non-Bound Trial Applications

No down payment should be collected for non-bound trial applications.

122. **Renewal Payment** – The renewal premium is due and payable to the Home Office on or before the policy expiration date. All policyholders may elect to pay the renewal premium in two installments. Motorcycle and recreational vehicle policyholders may elect to pay the renewal premium in four installments. Each installment will include a \$5 installment charge as shown on the renewal billing notice. If the amount due is less than \$10, the installment charge will be waived.

POLICY CHANGES

- 130. All changes requiring adjustments of premiums shall be computed pro rata.
- 131. If a policy is amended and results in a total amount due of \$5 or less, such adjustment may be waived. For policies with no balance due, a return premium of \$5 or less shall be allowed only at the insured's request.

DELETION OF COVERAGE

- 140. Coverage provided under a motor vehicle policy may be deleted during the time the vehicle is withdrawn from service. The coverages deleted afford no protection under the policy.
- 141. Any coverage may be deleted, unless it is required by statute to remain in force. For all recreational vehicles, Bodily Injury and Property Damage Liability coverage may not be deleted.
- 142. Physical damage coverages may not be deleted if a lienholder exists on the policy.
- 143. Deleted coverage will be added on the date and time requested by the insured if that date and time is subsequent to the date of the request for addition. Otherwise, coverage will be added on the date and time the agent or company is notified of the request.
- 144. Premium returns on deleted coverages will be computed pro rata.

CANCELLATION

- 150. All cancellations shall be computed pro rata, except as otherwise specified in this manual.
- 151. If cancellation of a policy results in a return premium of \$5 or less, no refund will be made unless requested by the insured.

REINSTATEMENTS

- 160. A policy which has expired or been terminated by cancellation for nonpayment may be reinstated by completion of any required form and payment of the necessary premium if the risk is acceptable from an underwriting standpoint.
- 161. Policies out of force over 45 days require a new business application to be submitted regardless of the reason for termination. In these cases, a new six-month policy term is given.
- 162. **Applications may not be submitted for policies cancelled for underwriting reasons without prior approval from the underwriter or proper underwriting management.**

WHOLE DOLLAR ROUNDING RULE

- 170. The premium for each coverage shall be rounded to the nearest whole dollar after each step in the premium calculation.
- 171. A premium involving \$.50 or more shall be rounded to the next higher whole dollar.
- 172. This procedure shall apply to all interim premium adjustments, including endorsements, or cancellations requested by the insured.

MINIMUM PREMIUM RULE

- 180. A minimum premium of \$1 will apply to every applicable coverage for each vehicle. This minimum premium shall be applied to all vehicle types after all premium determination steps have been applied.

PRIVATE PASSENGER AUTOMOBILE

DEFINITIONS

200. "Resident" means anyone residing in the same household or any resident student at a school, college or educational institution. Military personnel not assigned to a permanent duty station are considered a "resident." Military personnel assigned to a permanent duty station should be insured, in the state where stationed, on their own policy.
201. "Operator" means an applicant, a resident in the same household as the applicant, or any other person who customarily operates the automobile.
202. An individual whose operation of the automobile constitutes 50% or more of that automobile's time of operation or mileage use is considered a principal operator. An individual who is the principal operator of more than one automobile shall be the rated operator of the vehicle with the highest base premium. Motor homes are not considered when determining the highest base premium vehicle if there is one or more other automobiles insured by American National Property And Casualty Company or an affiliated company.
203. Each individual who does not qualify as a principal operator as defined in 202, but whose aggregate operation of all private passenger automobiles in the household equals 50% or more of the total time of operation or mileage use of one insured automobile, is considered a principal operator for one such automobile. Motor homes are not considered if there are other automobiles insured by American National Property And Casualty Company or an affiliated company.
204. Each individual who does not qualify as a principal operator under Rule 202 or Rule 203, will be assigned as a principal operator on any remaining vehicle(s), subject to the Primary Classification rules.
205. "Business Use" means the use of the automobile is required by or involved in the duties of the applicant (or any other person customarily operating the automobile) in his/her occupation, profession, or business. An automobile principally operated by a clergyman shall not be considered as used for business or driven to work.
206. "Pleasure Use" means there is no business use of the automobile and it is not used in the course of driving to work or school a distance of three or more road miles one way.
207. "Work Less than 10 Miles" means there is no business use of the automobile but it is used in the course of driving to work or school a distance of three or more but less than ten road miles one way.
208. "Work 10 or More Miles" means there is no business use of the automobile but it is used in the course of driving to work or school a distance of ten or more road miles one way.
209. "Farm Use" means the automobile is principally garaged on a farm or ranch. It is not used in going to school or work, other than farming or ranching.
210. "Age" means the age attained on the last birthday.
211. "Married" means a married person living with his/her spouse.
212. A Youthful operator is any licensed driver;
* unmarried and under 25 years of age;
* unmarried males 25 to 29 years of age; and
* married males under 25 years of age.
213. An automobile used in the course of driving to work or school includes an automobile used in a car pool or other share-the-ride arrangements, and/or an automobile driven partway to work or school.

PRIMARY CLASSIFICATIONS

Rules 220 through 228 shall be used sequentially to determine the Primary Classifications for rating purposes.

220. Classify the automobile and/or motor home, according to the age, gender, and marital status of the rated operator, and the use and annual mileage of the vehicle. Classify the camping/travel trailer according to the excess vehicle rule, and the use and annual mileage of the camping/travel trailer. When the motor home is not the only vehicle insured by American National Property And Casualty Company or an affiliated company, the motor home shall be classified according to the excess vehicle rule, and the use and annual mileage of the motor home.

221. Each operator shall be assigned to one vehicle in the household. Also, the highest premium vehicle in the household must be rated to the driver operating that vehicle most. This rule pertains to motorcycles when there are no automobiles in the household insured with American National Property And Casualty Company or an affiliated company. This rule pertains to motor homes when the motor home is the only vehicle insured by American National Property And Casualty Company or an affiliated company. This rule does not pertain to camping/travel trailers.
222. Determine whether the automobile, motor home, and/or camping/travel trailer is a single-car or multi-car risk. In order for an automobile, motor home, or camping/travel trailer to qualify as a multi-car risk, there must be at least two vehicles on the account with either Bodily Injury or Collision coverages. The applicable Multi-Car Classification shall apply if more than one qualifying automobile, motor home, or camping/travel trailer is insured with this Company or an affiliated company. In addition, the Multi-Car Classification shall apply if one qualifying automobile, motor home, or camping/travel trailer is insured with this Company and at least one other qualifying automobile, motor home, or camping/travel trailer will become insured with the Company within 90 days of the inception date of the policy. To determine the applicable factor, use the Multi-Car Primary Classification Factor Tables located in the Premium Section.
- Multi-Car Classification does not apply to CHROME[®] vehicles when determining the Primary Classification. Multi-Car Classification applies to CHROME[®] vehicles when determining PAC+ Part A New Business eligibility and Comp Claim Free eligibility. Note that CHROME[®] vehicles may qualify other automobiles, motor homes, and camping/travel trailers for Multi-Car Classification.
223. The applicable "Youthful Operator" classification shall be applied separately to the number of automobiles equal to the number of youthful operators. If a youthful operator is the principal operator of two or more vehicles, the youthful class shall apply to the vehicle with the highest base premium. This rule pertains to motor homes when the motor home is the only vehicle insured by American National Property And Casualty Company or an affiliated company. This rule does not pertain to camping/travel trailers.
224. If a "Youthful Operator" is not a principal operator, they should be rated as an occasional operator on the vehicle they use most frequently. Note: If the number of vehicles in the household is equal to or greater than the number of all drivers in the household, each youthful operator must be rated as a principal driver. If the youthful operator is not the principal operator of a motorcycle, then the motorcycle will not be considered when applying this rule. This rule pertains to motor homes when the motor home is the only vehicle insured by American National Property And Casualty Company or an affiliated company. This rule does not pertain to camping/travel trailers.
225. If the number of youthful operators exceeds the number of automobiles, the "Youthful Operator" classifications with the highest Primary Classification Factor shall apply. If a youthful operator qualifies for the "Good Student Discount" or "Driver Training Discount," the classification factor for this discount shall be used to determine if his/her classification factor is the highest. If it is determined to be the highest, then that classification and related factor shall be used. This rule pertains to motor homes when the motor home is the only vehicle insured by American National Property And Casualty Company or an affiliated company. This rule does not pertain to camping/travel trailers.
226. The applicable classification shall be applied separately to the number of automobiles equal to the number of principal operators as noted below:
- * "Principal Operator Age 45 to 64";
 - * "Principal Operator Age 65 to 69";
 - * "Principal Operator Age 70 to 74";
 - * "Principal Operator Age 75 and Over".
227. For the purpose of rating automobiles in excess of the number of operators in the household, apply the following:
- * If all operators in the household are age 65 or over; or if at least one operator in the household is age 65 or over and all other operators in the household are age 45 to 64, then the "Principal Operator Age 65 to 69" classification shall apply to the extra vehicle(s) with the lowest base premium.
 - * If all operators in the household are age 45 to 64, then the "Principal Operator Age 45 to 64" classification shall apply to the extra vehicle(s) with the lowest base premium.

- * Otherwise, the "All Other" adult classification shall apply to the extra vehicle(s) with the lowest base premium.
- * Motor homes and camping/travel trailers will receive the Principal Operator Age Classification as follows:
 - If all operators in the household are age 65 or over; or if at least one operator in the household is age 65 or over and all other operators in the household are age 45 to 64, then the "Principal Operator Age 65 to 69" classification shall apply to the motor home and/or camping/travel trailer.
 - If all operators in the household are age 45 to 64, then the "Principal Operator Age 45 to 64" classification shall apply to the motor home and/or camping/travel trailer.
 - Otherwise, the "All Other" adult classification shall apply to the motor home and/or camping/travel trailer.
- * An Excess Vehicle Factor will be applied for vehicles in excess of the number of operators on the policy for all types of vehicles except for CHROME[®], Travel Trailers, Motor Homes, Utility Vehicles, Farm Trucks, Utility Trailers, Camping Trailers, Mounted Camper Units/Shells, and Recreational Vehicles. Refer to Auto rate section R-7 for the Excess Vehicle factor.

228. For the average weekly use of the automobile, **in driving to and from work or school**, shown below, the indicated use classification is applicable:

Average Weekly Use	Use Classification
Less than 30 miles	Pleasure
30 miles or more but less than 100 miles	Work less than 10 miles
100 miles or more	Work 10 or more miles

GOOD STUDENT

- 230. The provisions of this section do not apply to automobiles written under an Automobile Insurance Plan or Joint Underwriting Association.
- 231. The classification factor and statistical code shall be determined from the Good Student Classification, provided the operator or owner meets all of the requirements specified in Rule 232.
- 232. The Good Student Classification requirements are as follows:
 - * The owner or operator must be enrolled as a full-time middle school or junior high school student, enrolled as a full-time high school student, enrolled as a full-time student in a college or university, or enrolled in an academic home study program, and
 - * On each anniversary date of the policy the Company must be furnished satisfactory evidence indicating that each such student has met one of the following requirements for the immediately preceding school semester (or comparable period);
 - (a) Ranked among the upper 20% of his/her class scholastically, or
 - (b) In schools using letter grades, had a grade average of "B" or its equivalent, or if the system of letter grading cannot be averaged, no grade shall be below "B," or
 - (c) In schools using numerical grade points, had an equivalent of "B," such as at least 3 in a 4, 3, 2, 1 point system, or
 - (d) Was included in a "Dean's List," "Honor Roll," or comparable list indicating scholastic achievement, or
 - (e) Ranked in the upper 20% on one of the following national standardized tests administered within the past 12 months:
 1. PSAT (Preliminary Scholastic Aptitude Test)
 2. PACT (Preliminary American College Test)
 3. SAT-I (Scholastic Aptitude Test – I)
 4. ACT (American College Test)
 5. Iowa Test of Basic Skills
 6. California Achievement Test
 7. TAP (Tests of Achievement and Proficiency)

233. When a vehicle would qualify for the Good Student Discount except that there are unmarried operators under 25 years of age who are not full-time students, the discount may still be allowed when any such operators, who are not full-time students, have graduated from a four-year college or university and, at the time of graduation, met the requirements listed above.

DRIVER TRAINING

235. The provisions of Rules 235 through 239 do not apply to Assigned Risks. The applicable "With Driver Training" class shall apply to each "Youthful Operator" under 21 years of age where "Satisfactory Evidence" is presented that such operator has successfully completed a driver education course meeting the standards outlined in Rules 236 through 239.
236. The driver education course was composed of a minimum of 30 clock hours for classroom instruction plus a minimum of 6 clock hours per student in the practice driving phase.
237. The practice driving requirement may be met in either of the following ways:
- * A minimum of 6 clock hours per student for actual driving experience exclusive of observation time in the car. In this case, time spent in an approved simulated practice driving trainer, the use of which is authorized by the State Department of Education or other responsible educational agency, may be counted as part of the required 30 clock hours of classroom instruction.
 - * A minimum of 3 clock hours per student for actual driving experience, exclusive of observation time in the car and a minimum of 12 clock hours per student in an approved device which simulates practice driving, the use of which is authorized by the State Department of Education or other responsible educational agency. In this case, only the time spent in excess of 12 clock hours may be counted as part of the required 30 clock hours of classroom instruction.
238. The driver education course has the official approval of the State Department of Education or other responsible educational agency and was conducted by:
- * a recognized secondary school, college, or university or
 - * other school approved and supervised by the State Department of Education or other responsible educational agency.
239. The driver education course was conducted by instructors certified by the State Department of Education or other responsible agency.

SECONDARY CLASSIFICATIONS

240. Classify the automobile according to the driving records of the operators as provided under the Driving Record Rating Plan in Section 300.
241. Refer to Rule 340 and Auto rate section R-8 or Cycle rate section R-8 to determine the applicable Secondary Classification Rating factor based upon the number of DRRP (Driving Record Rating Plan) points.

CHANGES IN CLASSIFICATION

250. Changes in classification, including the addition or deletion of an operator during the term of a policy, shall be computed pro rata.
251. No change shall be made during the policy period to effect a change of the Driving Record Rating Plan Classification, except to recognize the addition or deletion of an operator or vehicle in which case the change shall be computed pro rata.

PHYSICAL DAMAGE SYMBOLS

255. Each automobile is classified by specific symbols to aid in the premium calculation for Comprehensive and Collision coverages. Motor homes and camping/travel trailers are not classified by symbol. Refer to Auto rate section R-13 for motor home and camping/travel trailer information.

256. The symbols assigned to an automobile with a **Limit of Liability Endorsement** are determined from the limit of liability value. Refer to the chart in Rule 259 for the specific symbol. Otherwise, to determine the symbols to be assigned to each automobile, refer to the Vehicle Symbol Section of the manual. If the symbols are not published, refer to Rules 257-259 to determine the appropriate symbols. If customization coverage applies, refer to Rules 260-262.
257. Newly Announced Models – For rating of newly announced models for which no symbols are shown, use the symbols of the latest corresponding model which is shown until announcement is made. If no corresponding prior year model symbols are shown, refer to Rules 258-259.
258. To determine the appropriate cost new value of an automobile, use the manufacturer's suggested retail price or final sticker price.
259. For rating vehicles other than newly announced models, for which no symbols are shown in the Vehicle Symbol Section of the manual, including motorcycles, use the vehicle's cost new to determine the proper symbol from the chart below:

COST NEW/SYMBOL CHART

Cost New/ Final Sticker Price	Symbol
0 - 1,600	1
1,601 - 2,100	2
2,101 - 2,750	3
2,751 - 3,700	4
3,701 - 5,000	5
5,001 - 6,500	6
6,501 - 8,000	7
8,001 - 10,000	8
10,001 - 12,500	10
12,501 - 15,000	11
15,001 - 17,500	12
17,501 - 20,000	13
20,001 - 21,000	14
21,001 - 22,000	15
Each additional \$1,000 or fraction thereof	add 1

Customization

260. Customization refers to interior or exterior alteration designed to personalize or better facilitate use of the vehicle for non-business purposes and specifically includes elaborate interior furnishings and exterior paint, glass, and body modifications. Customization, however, does not include equipment commonly installed on these vehicles such as heater, air conditioning, tires, customary music options, power steering, and power brakes.
261. Customized vehicles, of the van, panel, or pickup type, shall be rated for Comprehensive and Collision coverages by assigning the vehicle a symbol code based upon the total value of the vehicle and its modification (book cost new plus modifications).
262. Use the table below to determine the appropriate symbol. Then rate the vehicle according to private passenger automobile rules and rates to determine the appropriate Comprehensive and Collision rates.

TOTAL VALUE	SYMBOL CODE	TOTAL VALUE	SYMBOL CODE
0 - 1,600	1	8,001 - 10,000	8
1,601 - 2,100	2	10,001 - 12,500	10
2,101 - 2,750	3	12,501 - 15,000	11
2,751 - 3,700	4	15,001 - 17,500	12
3,701 - 5,000	5	17,501 - 20,000	13
5,001 - 6,500	6	20,001 - 21,000	14
6,501 - 8,000	7	21,001 - 22,000	15
		Each additional \$1,000 or fraction thereof	add 1

MODEL YEAR

265. The premiums for Comprehensive and Collision coverages are shown in Auto rate section R-3 or Cycle rate section R-3 by model year.
266. For new model years not printed in Auto rate section R-3 or Cycle rate section R-3, the premium for each subsequent model year shall be 5% above the base premium for the preceding model year.
267. Effective October 1 of each calendar year, the Comprehensive and Collision premiums for vehicles of the eleventh preceding and earlier model years shall be adjusted to equal the premiums for the tenth preceding model year.

LIABILITY SYMBOLS

270. Each automobile is classified by specific liability symbols to aid in the premium calculation for Bodily Injury, Property Damage, Medical Payments, Uninsured Motorist Bodily Injury, and Underinsured Motorist Bodily Injury coverages. These symbols are an indicator of the vehicle's potential loss experience.
271. For those vehicles with significantly better than average loss experience, a discount will be given. For those vehicles with significantly worse than average loss experience, a surcharge will be applied. Refer to Auto rate section R-11 for the applicable liability symbol rating factors.
272. To determine the liability symbols to be assigned to each automobile, refer to the vehicle Symbol Section of the agent manual. If a vehicle's liability symbols are not published, refer to Rules 273-274 to determine the appropriate liability symbols. Liability symbols do not apply to motor homes, camping/travel trailers, motorcycles, or recreational vehicles.
273. **Newly Announced Models** – For rating of newly announced models for which no liability symbols are shown in the manual pages, use the liability symbols of the latest corresponding model (based upon VIN number) which are shown, until announcement is made. If no corresponding prior year model liability symbols are shown, use liability symbol 3 for the applicable coverages.
274. **1983 and Prior Model Automobiles** – To determine the appropriate liability symbols for such automobiles, use liability symbol 3 for the applicable coverages.

MISCELLANEOUS DISCOUNTS

275. **Passive Restraint Discount** – The Medical Payments premiums shall be reduced if the private passenger automobile or motor home is equipped with a factory-installed air bag or other passive restraint system, as described below, which meets federal safety standards. Refer to Auto rate section R-9 for the applicable Passive Restraint Discount factor.

CATEGORY	TYPE OF PASSIVE RESTRAINT
B	Driver Side Only Air Bag
C	Driver and Passenger Side Air Bag
D	Driver and Passenger Side Air Bag and Automatic Seat Belts

276. **Preferred Automobile Customer Plus (PAC+) Discount**

The PAC+ Discount amount is the sum of the discount percentages applicable from Part A and Part B, as described below. The PAC+ Discount will be applied to the Bodily Injury Liability, Property Damage Liability, Medical Payments, and Collision coverage premiums for each applicable vehicle on the policy. Only Part B will be applied to Comprehensive, Uninsured Motorist, and Underinsured Motorist coverage premiums.

Part A:

New Business

If the principal operator of a vehicle has been continuously insured with his/her prior carrier for 3 or more years and all operators in the household have been claim free for the prior 36 months*, a discount will be applied to that vehicle. Otherwise, as long as the principal operator has been insured for liability coverage continuously for at least 1 year**, a discount will be applied. For operators under 21 years of age, the number of years the account owner has been continuously insured with his/her prior carrier will be used if it results in a more favorable discount level than would have been applied otherwise. Towing and Labor claims, Comprehensive claims less than \$100***, and claims that are closed without payment will be disregarded. For Single-Car accounts, one Comprehensive claim*** per household will be allowed, provided the claim is not a fire or theft loss. For Multi-Car accounts, two Comprehensive claims*** per household will be allowed, provided the claims are not fire or theft losses. Refer to Rule 222 for the definition of a Multi-Car risk. Multiple Comprehensive claims*** incurred on the same date will be considered one claim. In the situation where there are more vehicles than drivers on the policy, the extra vehicle(s) will receive the PAC+ Part A discount applicable for the principal operators age "25 AND OVER and all married females" group. Refer to Auto rate section R-9 to determine the applicable PAC+ Part A Discount factor.

The PAC+ Part A Discount will be evaluated on a policy when a new business (including added-driver), corrected new business, renewal, corrected renewal, or reinstatement with a lapse transaction is processed.

* Applicants who (1) were previously insured with ANPAC or an affiliated company within the last twelve months, and (2) have been continuously insured and claim free during that time, will receive the same level of PAC+ Part A Discount as they received when they were previously insured with ANPAC.

** Those principal operators not qualifying for the PAC+ Discount as new business will receive a discount after being insured with our Company for 6 months. Refer to Auto rate section R-9 to determine the applicable PAC+ Part A Discount factor.

*** Comprehensive claims less than \$100, where such claims did not occur with ANPAC or an affiliated company, will be disregarded.

This discount continues as long as the principal operator remains continuously insured as a principal operator with our Company or until the principal operator qualifies under the renewal business section of this rule.

Renewal Business

If the principal operator of a vehicle has been insured with American National Property And Casualty Company or an affiliated company for at least six months, a discount will be applied to that vehicle. For operators under 21 years of age, the number of years the account owner has been continuously insured with American National Property And Casualty Company or an affiliated company will be used if it is greater than the number of years the operator has been continuously insured.

The amount of the discount is based on the number of years that the principal operator has been insured with the Company. Provided the PAC+ Part A discount New Business requirements in effect at the inception of the policy were met, the total time the principal operator has been insured with his/her prior carrier and our Company will determine the discount level. For operators under 21 years of age, the number of years the account owner has been continuously insured with his/her prior carrier and our Company will be used if it results in a more favorable discount level than would have been applied otherwise.

If the PAC+ Part A level for an operator was established based on the account owner's years insured, the PAC+ Part A level for the operator will not decrease as long as the operator remains continuously insured. In the situation where there are more vehicles than drivers on the policy, the extra vehicle(s) will receive the PAC+ Part A discount applicable for the principal operators age "25 AND OVER and all married females" group. Refer to Auto rate section R-9 to determine the applicable PAC+ Part A Discount factor.

The PAC+ Part A Discount will be evaluated on a policy when a new business (including added-driver), corrected new business, renewal, corrected renewal, or reinstatement with a lapse transaction is processed.

Part B:

The principal operator of a vehicle will receive a discount on the premium for the vehicle based on the account owner's Risk Score. In the situation where there are more vehicles than drivers on the policy, the extra vehicle(s) will receive the highest PAC+ Part B Discount level that corresponds to the account owner's Risk Score. Refer to Auto rate section R-9 to determine the applicable PAC+ Part B Discount factor.

At renewal, the discount continues at the principal operator's same discount level. Periodically, account Risk Scores will be updated. If such update results in a more favorable discount level to the insured, then the more favorable discount level will be applied. If such update results in a less favorable discount level, the current (more favorable) discount level will continue to apply. However, under certain circumstances when necessary, such as changing the Risk Score model or receiving a calculated Risk Score for a prior No Match or No Score, a less favorable discount level can result and will be applied. The PAC+ Part B Discount will be evaluated on a policy when a new business (including added-driver), renewal, or reinstatement with a lapse transaction is processed.

277. Comp Claim Free Discount

New Business

Single Car

If the account has not had any Comprehensive paid claims* during the most recent 36 months in the new business experience period**, a discount will be applied to the Comprehensive coverage for each vehicle on the policy. The discount is based upon the number of years the account is comprehensive claim free. Refer to Auto rate section R-9 to determine the applicable Comp Claim Free Discount factor.

Multi Car

If the account has not had any Comprehensive paid claims* during the most recent 36 months in the new business experience period** a discount will be applied to the Comprehensive coverage for each vehicle on the policy. The discount is based upon the number of years the account is comprehensive claim free. Refer to Auto rate section R-9 to determine the applicable Comp Claim Free Discount factor.

If the account has 4 or more vehicles and there has been no more than 2 Comprehensive paid claims* during the most recent 36 months in the new business experience period**, the account will be considered comprehensive claim free. The discount will be applied to the Comprehensive coverage for each vehicle on the policy and is based upon the number of years the account is comprehensive claim free. The two most recent Comprehensive paid claims* in the new business experience period** will not be considered when determining the number of years the account is comprehensive claim free.

* Comprehensive claims less than \$100, where such claims did not occur with ANPAC or an affiliated company, will be disregarded.

**The new business experience period is the 72 months prior to being insured with the Company.

Renewal Business

Single Car

If the account has not had any Comprehensive paid claims* during the most recent 36 months within the policy's renewal experience period**, a discount will be applied to the Comprehensive coverage for the insured vehicle. The discount is based upon the number of years the account is comprehensive claim free. Refer to Auto rate section R-9 to determine the applicable Comp Claim Free Discount factor.

Multi Car

If there have been no Comprehensive paid claims* on the account during the most recent 36 months within the policy's renewal experience period**, a discount will be applied to the Comprehensive coverage for each vehicle on the policy. The discount is based upon the number of years the account is comprehensive claim free. Refer to Auto rate section R-9 to determine the applicable Comp Claim Free Discount factor.

If there has been no more than one Comprehensive paid claim* during the most recent 36 months within the policy's renewal experience period** on the account and that claim occurred since being insured with the Company, the account will be considered comprehensive claim free. The discount will be applied to the Comprehensive coverage for each vehicle on the policy and is based upon the number of years the account is comprehensive claim free. The most recent Comprehensive paid claim* that occurred with the Company in the renewal experience period** will not be considered when determining the number of years the account is comprehensive claim free.

If the account has 4 or more vehicles and there has been no more than 2 Comprehensive paid claims* during the most recent 36 months in the renewal experience period**, the account will be considered comprehensive claim free. The discount will be applied to the Comprehensive coverage for each vehicle on the policy and is based upon the number of years the account is comprehensive claim free. The two most recent Comprehensive paid claims* in the renewal experience period** will not be considered when determining the number of years the account is comprehensive claim free.

* Comprehensive claims less than \$100, where such claims did not occur with ANPAC or an affiliated company, will be disregarded.

** The renewal experience period shall be the 72-month period prior to the effective date of the next renewal.

Note: For new and renewal business, multiple Comprehensive claims incurred on the same date will be considered one claim. Claims assessed on a recreational vehicle policy are not considered when evaluating the account for Comprehensive Claim Free Discount eligibility.

Policies will be evaluated when a new business (including added-driver), corrected new business, renewal, corrected renewal or reinstatement with a lapse transaction is processed.

278. **Defensive Driver Discount** – Any insured age 55 or over who is the principal driver of the vehicle insured shall be entitled to a discount on Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision premiums if they have successfully completed an approved motor vehicle accident prevention course. This course must be approved by the Arkansas Department of Motor Vehicles (Office of Driver Services). A copy of the completion certificate must be submitted to the company when making initial or renewal applications for the discount. This discount applies for a period of two years, at which time the course must be recompleted to retain discount. Effective June 2, 1992, this discount will apply for a period of three years. Refer to Auto rate section R-9 for the Defensive Driver Discount factor.

279. **Student Away at School Discount**

A "Youthful Unmarried Female Operator" or a "Youthful Unmarried Male Operator" who is a resident student at a school, college, or educational institution over 100 road miles from the place of principal garaging of the vehicle, shall be considered a resident in the household, but the vehicle shall be given a discount on Bodily Injury, Property Damage, Medical Payments, and Collision coverage premiums. This rate reduction does not apply if the "Youthful Unmarried Operator" has a vehicle at the campus location. Refer to Auto rate section R-9 or Cycle rate section R-9 for the Student Away at School Discount factor.

280. **Tri-Line Client Discount (TLC Discount)**

For each qualifying automobile, motor home, and camping/travel trailer on the policy, a Tri-Line Client Discount will be applied to Bodily Injury, Property Damage, Medical Payments, and Collision coverages when the appropriate homeowner/Special Farm Package® and life insurance or annuity conditions, as outlined below, have been met by the account. Refer to Auto rate section R-9 for the TLC Discount factor.

- The named insured or a member of the named insured's immediate family who resides in the same household, must have an active homeowner/Special Farm Package® policy written in American National Property And Casualty Company or an affiliated company.

- Tenant policies written in American National Property And Casualty Company will not count as a qualifying homeowner policy for auto policies written in American National General Insurance Company on or after May 14, 2008. However, Tenant policies written in American National Property And Casualty Company will count as a qualifying homeowner policy for auto policies written in American National General Insurance Company prior to May 14, 2008.
- Camping/travel trailers, utility trailers and recreational vehicles do not qualify a homeowner policy for the TLC Discount.
- The homeowner/Special Farm Package[®] policy must be in force anytime during the 15 days prior to the effective date of the auto policy; or the qualifying new business home/Special Farm Package[®] policy effective date may not be greater than 90 days after the auto policy's effective date.
- There must be an active permanent life insurance policy or annuity policy on the account owner and/or spouse with American National Insurance Company or American National Life Insurance Company of Texas subject to the conditions described herein. Whole Life, Universal Life, and Variable Universal Life policies are eligible life policies.
- The Life Insurance/Annuity Conditions are as follows:
 1. The amount of such life policy or the sum of the amounts of all such life policies on the account owner and/or spouse must be equal to or greater than the Coverage A amount for the Homeowner Dwelling forms, or Coverage C amount for the Tenant and Condominium forms or the Coverage A amount under Division I of the Special Farm Package[®] policy.

This relationship between the amount of life insurance on the account owner and/or spouse and the Coverage A or C amounts must only be met at the inception date of the discount on the account as long as the homeowner/Special Farm Package[®] and life policies remain in force.

If more than one homeowner/Special Farm Package[®] policy exists on the account, the highest Coverage A or C amount at the time of qualification will apply.

If the account changes from a Tenant to a Homeowner Dwelling form or Condominium form or Special Farm Package[®] policy, the relationship between the amount of life insurance on the account owner and/or spouse and the Coverage A or C amounts must requalify in order for the discount to apply, or

2. The amount of such life policy or the sum of the amounts of all such life policies on the account owner and/or spouse are equal to or greater than \$500,000, or
3. The annualized premium for any individual policy or the sum of the annualized premium amounts of all such life policies on the account owner and/or spouse is greater than or equal to \$1,200, or
4. If the annuity method is selected, the annuity policies on the account/owner and/or spouse must have a cash value equal to or greater than \$100,000 at the inception date of the discount.

The TLC Discount may be applied to or deleted from an automobile, motor home, and camping/travel trailer policy at the evaluation date. Policies will be evaluated when a new business, corrected new business, renewal, corrected renewal or reinstatement with a lapse transaction is processed. All new business policies will be reviewed 90 days after issue to see if all discount requirements have been met. If not, the discount will be removed from the policy retroactively. All renewal business policies will be reviewed during the 90 days following the renewal effective date to see if all discount requirements have been met. If so, the discount will be applied retroactively to the renewal effective date.

281. **Benefits Xpress Employee Services™ Discount**

For each automobile, motor home, camping/travel trailer or motorcycle on the account, a discount will apply to the Bodily Injury Liability, Property Damage Liability, Medical Payments, Uninsured Motorist, Underinsured Motorist, Comprehensive and Collision coverage premiums when the following requirements are met:

- 1) The employer/group of a named insured on the account is enrolled in the Benefits Xpress Employee Services group program; and

- 2) The named insured has an active homeowner/Special Farm Package[®] policy with American National Property And Casualty Company, American National General Insurance Company or an affiliated company. The homeowner/Special Farm Package[®] policy must be in force anytime during the 15 days prior to the effective date of the auto policy, or the homeowner/Special Farm Package[®] policy effective date may not be greater than 90 days after the auto policy's effective date.
- 3) The account must be actively enrolled in Easy Pay–*The Checkless Way*[®] payment plan for their insurance premium payments.

Refer to Auto rate section R-9 or Cycle rate section R-9 for the Benefits Xpress Employee Services[™] Discount factor. The Benefits Xpress Employee Services[™] discount may be applied to or deleted from an automobile policy at the evaluation date. Policies will be evaluated when a new business, corrected new business, renewal, corrected renewal or reinstatement with a lapse transaction is processed. All new business policies will be reviewed 90 days after issue to verify all discount requirements are met. Any policy not meeting the requirements at this review will have the discount removed retroactively back to the effective date of the policy.

Note: Recreational vehicles are not eligible for the Benefits Xpress Employee Services[™] Program.

285. **CA\$HBACK FROM ANPAC[®]**

For policies written in American National Property And Casualty Company and enrolled in CA\$HBACK FROM ANPAC[®] prior to May 14, 2008, the eligibility requirements and refund conditions are as follows:

Insureds who remain claim free on all automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and homeowner policies for the three-year period after their CA\$HBACK FROM ANPAC[®] enrollment date, will receive a 25% refund of their combined automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and homeowner premiums from the third prior year subject to the eligibility requirements as outlined below. Earthquake, Secure I.D. from ANPAC[®], and Equipment Breakdown endorsement premiums will not included in the homeowner premium.

Enrollment eligibility requirements include:

- 1) Insureds who have at least one automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and one homeowner policy with American National Property And Casualty Company or an affiliated company will be enrolled in the CA\$HBACK program. If any new policy is written in American National General Insurance Company on or after May 14, 2008, then the account will no longer qualify for CA\$HBACK FROM ANPAC[®].
- 2) All automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and homeowner policies are eligible for enrollment in this program. In addition, at least one vehicle must have both Comprehensive and Collision Coverages.
- 3) All automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and homeowner policies under the same account will be required to be enrolled in the plan. An account is made up of individuals living at the same residence, as a family. Dependents of the named insured, temporarily living away from home, can also be included.
- 4) All CA\$HBACK policies must be written in a state where the CA\$HBACK program is available.

The first refund will be made 60 days after the three-year anniversary of the CA\$HBACK enrollment date provided:

- A) there have been no paid claims of any type including not-at-fault claims under any automobile, motor home, camping/travel trailer, motorcycle, recreational vehicle or homeowner policy during this time period other than automobile Towing and Labor Claims, homeowner Earthquake Claims, Secure I.D. from ANPAC[®] claims, and/or Equipment Breakdown claims; and
- B) the insured maintains continuous coverage (no policy is out of force for more than 45 days) on at least one automobile, motor home, camping/travel trailer, motorcycle, or recreational vehicle and one homeowner policy; and
- C) the CA\$HBACK policies are in a state where the CA\$HBACK program is available.

Subsequent refunds will be made each year 60 days after the enrollment date anniversary provided all eligibility requirements, as listed above, are met. The refund is 25% of the combined automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and homeowner written premiums from the third prior year.

Refund Conditions and Procedures:

- 1) The CA\$HBACK enrollment date will be used to determine when a refund will be made. This may or may not coincide with the renewal dates of any policies under the program.
- 2) The written premium from each CA\$HBACK policy will be used to calculate the refund amount. For policies already in force at the time of enrollment, the written premium of the first renewal after the program enrollment date will be used in the refund amount calculation. Premiums for the Earthquake, Secure I.D. from ANPAC[®], and Equipment Breakdown endorsements will not be included in the calculation of the refund amount.
- 3) A paid claim occurring on or after the insured is a member of the CA\$HBACK program, under any policy that is part of a CA\$HBACK account, voids a refund only for the next three-year period. Subsequent refunds will be made after the account is claim free again for three years on all CA\$HBACK policies.
- 4) If a claim is paid, the three-year time period will begin again starting at the first enrollment anniversary date after the first payment has been made. Exception: If a claim occurs prior to the anniversary date and first payment is made after the anniversary date, but before 60 days after the anniversary date, then the three-year time period begins on the most recent anniversary date.
- 5) The date of the first payment of a claim will be considered the claim date when determining the three-year claim free period for refund eligibility. If a payment is made on a claim in two different years, the insured would again be eligible for a refund at the first enrollment anniversary date three years after the first claim payment was made.
- 6) If a CA\$HBACK refund is not made due to a paid claim, but later the Company successfully subrogates 100% of the claim, then the amount that should have been refunded to the insured will be refunded.
- 7) All incurred claims must be reported immediately or as soon as reasonably possible.
- 8) If membership into the CA\$HBACK program is terminated, reinstatement may be allowed, unless the termination is due to a new policy on the account being written in American National General Insurance Company on or after May 14, 2008. If reinstatement is allowed, the insured's CA\$HBACK enrollment anniversary date will change.
- 9) Policy lapses of 45 days or less will not affect eligibility. If a policy lapse of more than 45 days occurs, the insured's CA\$HBACK enrollment anniversary date will change.

For policies written in American National Property And Casualty Company and enrolled in CA\$HBACK FROM ANPAC[®] on or after May 14, 2008, the eligibility requirements and refund conditions are as follows:

Insureds who remain claim free on all automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and homeowner policies written in American National Property And Casualty Company for the three-year period after their CA\$HBACK FROM ANPAC[®] enrollment date, will receive a 25% refund of their combined automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and homeowner premiums from the third prior year subject to the eligibility requirements as outlined below. Earthquake, Secure I.D. from ANPAC[®], and Equipment Breakdown endorsement premiums will not be included in the homeowner premium.

Enrollment eligibility requirements include:

- 1) Insureds who have at least one automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and one homeowner policy written in American National Property And Casualty Company will be enrolled in the CA\$HBACK program. If any new policy is written in American National General Insurance Company on or after May 14, 2008, then the account will no longer qualify for CA\$HBACK FROM ANPAC[®].
- 2) All automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and homeowner policies written in American National Property And Casualty Company are eligible for enrollment in this program. In addition, at least one vehicle must have both Comprehensive and Collision Coverages.

- 3) All automobile, motor home, camping/travel trailer, motorcycle or recreational vehicle and homeowner policies written in American National Property And Casualty Company under the same account will be required to be enrolled in the plan. An account is made up of individuals living at the same residence, as a family. Dependents of the named insured, temporarily living away from home, can also be included.
- 4) All CA\$HBACK policies must be written in a state where the CA\$HBACK program is available.

The first refund will be made 60 days after the three-year anniversary of the CA\$HBACK enrollment date provided:

- A) there have been no paid claims of any type including not-at-fault claims under any automobile, motor home, camping/travel trailer, motorcycle, recreational vehicle or homeowner policy written in American National Property And Casualty Company during this time period other than automobile Towing and Labor claims, homeowner Earthquake claims, Secure I.D. from ANPAC[®] claims, and/or Equipment Breakdown claims; and
- B) the insured maintains continuous coverage (no policy is out of force for more than 45 days) on at least one automobile, motor home, camping/travel trailer, motorcycle, or recreational vehicle and one homeowner policy written in American National Property And Casualty Company; and
- C) the CA\$HBACK policies are in a state where the CA\$HBACK program is available.

Subsequent refunds will be made each year 60 days after the enrollment date anniversary provided all eligibility requirements, as listed above, are met. The refund is 25% of the combined automobile, motor home, camping/travel trailer, motorcycle, or recreational vehicle and homeowner written premiums in American National Property And Casualty Company from the third prior year.

Refund Conditions and Procedures:

- 1) The CA\$HBACK enrollment date will be used to determine when a refund will be made. This may or may not coincide with the renewal dates of any policies under the program.
- 2) The written premium from each CA\$HBACK policy will be used to calculate the refund amount. For policies already in force at the time of enrollment, the written premium of the first renewal after the program enrollment date will be used in the refund amount calculation. Premiums for the Earthquake, Secure I.D. from ANPAC[®], and Equipment Breakdown endorsements will not be included in the calculation of the refund amount.
- 3) A paid claim occurring on or after the insured is a member of the CA\$HBACK program, under any policy that is part of a CA\$HBACK account, voids a refund only for the next three-year period. Subsequent refunds will be made after the account is claim free again for three years on all CA\$HBACK policies.
- 4) If a claim is paid, the three-year time period will begin again starting at the first enrollment anniversary date after the first payment has been made. Exception: If a claim occurs prior to the anniversary date and first payment is made after the anniversary date but before 60 days after the anniversary date, then the three-year time period begins on the most recent anniversary date.
- 5) The date of the first payment of a claim will be considered the claim date when determining the three-year claim free period for refund eligibility. If a payment is made on a claim in two different years, the insured would again be eligible for a refund at the first enrollment anniversary date three years after the first claim payment was made.
- 6) If a CA\$HBACK refund is not made due to a paid claim, but later the Company successfully subrogates 100% of the claim, then the amount that should have been refunded to the insured will be refunded.
- 7) All incurred claims must be reported immediately or as soon as reasonably possible.
- 8) If membership into the CA\$HBACK program is terminated, reinstatement may be allowed, unless the termination is due to any new policy on the account being written in American National General Insurance Company on or after May 14, 2008. If reinstatement is allowed, the insured's CA\$HBACK enrollment anniversary date will change.

- 9) Policy lapses of 45 days or less will not affect eligibility. If a policy lapse of more than 45 days occurs, the insured's CA\$HBACK enrollment anniversary date will change.

PREMIUM DETERMINATION

290. The premium for Bodily Injury Liability, Property Damage Liability, Medical Payments, Comprehensive, Collision, Uninsured and Underinsured Motorist coverages shall be determined as follows in Rules 291 through 295.
291. Refer to Sections 220 through 241 to determine the applicable Statistical Code and Classifications. If the risk falls within two or more classifications, the highest rated classification shall apply.
292. Refer to Sections 255, 265, and 270, respectively, for the appropriate symbols and model year.
293. Refer to Territory Definitions to determine the territory number in which the vehicle will be principally garaged. The U.S. Postal zip code and/or the county name define each territory. Note, only for policies endorsed with Full Timer Coverage: Select Territory 99.
294. Refer to Auto rate section R-1 or RV rate section R-1 to locate the base rate for the applicable territory and the desired coverage.
295. In this order, adjust the base rate for the following if the adjustment is applicable and it is not already reflected in the base rate. Round each individual adjustment to the nearest dollar.
- Step 1. Limit(s) factor. Refer to Auto rate section R-2 or RV rate section R-2.
- Step 2. Liability Symbol factors (Apply to Bodily Injury, Property Damage, Medical Payments, Uninsured Motorist Bodily Injury, and Underinsured Motorist Bodily Injury coverages). Refer to Rules 270-274 and Auto rate section R-11.
- Step 3. Passive Restraint Discount (Applies to Medical Payments coverage) Refer to Rule 275 and Auto rate section R-9.
- Step 4. Model Year Factor (Applies to Comprehensive and Collision coverages). The Model Year factor does not apply to CHROME[®] vehicles. Refer to Rules 265-267 and Auto rate section R-3.
- Step 5. Physical Damage Symbol factors (Apply to Comprehensive and Collision coverages). Refer to Rules 255-259 and Auto rate section R-4.
- Step 6. Deductible factor (Applies to Comprehensive and Collision coverages). Refer to Auto rate section R-5.
- Step 7. Comp Claim Free Discount (Applies to Comprehensive coverage) Refer to Rule 277 and Auto rate section R-9.
- Step 8. Preferred Automobile Customer Plus (PAC+) Discount (Part A and Part B apply to Bodily Injury, Property Damage, Medical Payments, and Collision coverages. Only Part B applies to Comprehensive, Uninsured Motorist, and Underinsured Motorist coverages.) Refer to Rule 276 and Auto rate section R-9.
- Step 9. Defensive Driver Discount (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision coverages) Refer to Rule 278 and Auto rate section R-9.
- Step 10. Student Away at School Discount (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Rule 279 and Auto rate section R-9.
- Step 11. TLC Discount (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages). Refer to Rule 280 and Auto rate section R-9.
- Step 12. Benefits Xpress Employee Services[™] Discount (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, Collision, Uninsured Motorist Bodily Injury, Uninsured Motorist Property Damage, and Underinsured Motorist Bodily Injury). Refer to Rule 281 and Auto rate section R-9.

- Step 13. Excess Vehicle Factor (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision coverages). Refer to Rule 227 and Auto rate section R-7.
 - Step 14. Primary Classification factor (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision coverages). Refer to Rules 220-228 and Auto rate section R-6.
 - Step 15. Multi-CHROME[®] Discount (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Rule 419 and Auto rate section R-15.
 - Step 16. Secondary Classification factor (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Rules 240-241 and Auto rate section R-8.
 - Step 17. Add Mounted Camper Units/Shells premium (Applies to Comprehensive and Collision coverages) Refer to Rules 450-452 and Auto rate section R-12.
 - Step 18. Vehicle Type Factor for CHROME[®] vehicles (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, Collision, Uninsured Motorist Bodily Injury, Uninsured Motorist Property Damage, Underinsured Motorist Bodily Injury, Rental Reimbursement, and Towing and Labor or Windshield Repair coverages). Refer to Rule 419 and Auto rate section R-15.
 - Step 19. Named Non-Owner factor (Applies to Bodily Injury, Property Damage, Medical Payments, Uninsured Motorist Bodily Injury, and Underinsured Motorist Bodily Injury coverages). Refer to Rule 750 and Auto rate section R-10.
 - Step 20. Non-Owned Car Owned By A Business factor when the owner provides coverage for business related operation (Applies to Bodily Injury, Property Damage, Medical Payments, Uninsured Motorist Bodily Injury, Uninsured Motorist Property Damage, Underinsured Motorist Bodily Injury, Comprehensive, and Collision coverages). Refer to Rule 756 and Auto rate section R-10.
296. To determine the premiums for miscellaneous private passenger automobile coverages follow the instructions listed in 297 and 298.
297. Refer to Auto rate section R-1 to locate the base rate for the desired coverage.
298. Refer to Auto rate section R-2 to adjust the base rate for the limit if the adjustment is applicable and not already reflected in the base rate. Round each individual adjustment to the nearest dollar.

DRIVING RECORD RATING PLAN (DRRP)

ASSIGNMENT OF POINTS

- 300. Any private passenger automobile is to be rated under the Driving Record Rating Plan, along with utility vehicles, farm trucks, CHROME[®] vehicles, motorcycles, motor homes, and camping/travel trailers.
- 301. **New Business Experience Period** (including added drivers). The experience period shall be the 36 months prior to being insured with the Company.
- 302. **Renewals Experience Period.** The experience period shall be the 36 months prior to the effective date of the next renewal.
- 303. DRRP points shall be assigned to each vehicle on a cumulative basis in accordance with Rules 300 through 350 for each accident and/or violation for which the applicant or any operator currently residing in the same household and rated to the vehicle, has been convicted during the experience period.
- 304. If one occurrence involves more than one traffic conviction, or an accident and one or more traffic convictions, then the total number of DRRP points assigned to the occurrence shall be the total of the DRRP points for each accident and/or conviction.
- 305. In turn, a Secondary Classification Rating Factor, based upon the accumulated DRRP points of all rated drivers to the vehicle, will be applied to the premium for Bodily Injury Liability, Property Damage Liability, Medical Payments, and Collision coverages.

306. For motorcycle rating: DRRP points for accidents and convictions will not be assigned to the motorcycle if the motorcycle operator is rated to an automobile insured in American National Property And Casualty Company or American National General Insurance Company or an affiliated company. However, the accidents and convictions will be considered when determining the eligibility for motorcycle discounts.
307. For motor home and camping/travel trailer rating: Accident and Conviction surcharges will not be applied to the motor home and/or camping/travel trailer if there are other autos insured with American National Property And Casualty Company or American National General Insurance Company or an affiliated company.

CONVICTIONS

310. A violation conviction is considered chargeable the date the conviction occurred. The word conviction includes a plea of guilty or forfeiture of bond. If a conviction is subsequently dismissed, then it will not be considered chargeable. Equipment violations will be ignored.
311. For each conviction defined below, occurring within the experience period, assign the applicable DRRP points:

<u>Conviction</u>	<u>DRRP Points</u>
1) Driving a motor vehicle while under the influence of intoxicating liquor or narcotic drugs. DWI. DUI.	5
2) Refusal to submit to testing for alcohol or drugs. Implied consent. Expressed consent.	5
3) Driving with a blood alcohol content equal to or greater than the state BAC level.	5
4) Evading a police officer.	6
5) Failure to stop and report or identify oneself when involved in an accident. Hit and run.	6
6) Homicide or assault arising out of the operation of a motor vehicle.	6
7) Manslaughter, criminal negligence, or a felony involving the use of a motor vehicle.	6
8) Illegal possession of alcoholic beverages or narcotics in an automobile.	5
9) Drag racing or competitive driving on a public street or highway.	6
10) Operating a motor vehicle without the owner's permission, stealing an automobile.	6
11) Speeding in excess of 100 mph.	6
12) Reckless driving	6
13) Driving during a period while driver's license is revoked, suspended, or cancelled.	6
14) Operating with an altered, borrowed, or stolen driver's license.	5
15) Operating a motor vehicle without a driver's or chauffeur's license, or permit.	5
16) Failure to file or maintain future proof of Financial Responsibility Laws. Current revoked or suspended license.	5
17) The making of false statements in the application for license or registration.	4

<u>Conviction</u>	<u>DRRP Points</u>
18) Transporting hazardous substances without proper license, safety devices, or cautions to do so.	5
19) Impersonating an applicant for license or registration, or procuring a license or registration through impersonation whether for himself/herself or another.	4
20) Driving a motor vehicle in a careless or imprudent manner or in a manner which results in a conviction of a similar charge.	4
21) Loaning operator's license to someone else.	4
22) Permitting an unlicensed person to drive.	4
23) Driving too fast for conditions (including "imprudent speed" and "speed excess").	2
24) Illegal or improper passing.	2
25) Failure to yield right-of-way.	2
26) Failure to yield to a pedestrian.	2
27) Violating restrictive driver's license.	3
28) Suspended license due to failure to pay fine or appear in court.	3
29) Open bottle charge.	3
30) Driving on wrong side of highway or failure to keep right, including "over centerline."	2
31) Failure to have vehicle under control.	2
32) Driving with expired license	1
33) SR-22 Filing required for state. DRRP points shall apply for one full policy term. When a SR-22 filing is made at midterm, then the DRRP points shall apply for the remainder of that policy term plus the next full policy term.	3
34) All Other moving traffic convictions including speeding: First conviction of any violation (per vehicle if more than one assigned operator to vehicle, otherwise per operator)	1
Second and each conviction of any violation thereafter (per vehicle if more than one assigned operator to vehicle, otherwise per operator)	2

ACCIDENTS

320. For each **at-fault** accident occurring within the experience period, assign the applicable DRRP points if the accident involves any assigned driver with any insured automobile or any other motor vehicle (including any motorcycle), resulting in bodily injury or damage to any property, including his/her own, that resulted in payment of more than \$500. DRRP points should be assigned according to all assigned drivers to the vehicle when differentiating between Most Recent Accident and Each Additional Accident.

<u>Description</u>	<u>DRRP Points</u>
* Most Recent Accident: Within the last 12 months	3
Within the last 12 to 24 months	2
Within the last 24 to 36 months	1

	<u>Description</u>	<u>DRRP Points</u>
	* Each Additional Accident: Within the last 12 months	6
	Within the last 12 to 24 months	5
	Within the last 24 to 36 months	4
321.	Exceptions to Assignment of DRRP points for Accidents. No DRRP points shall be assigned for accidents occurring under the following circumstances provided the insured demonstrates satisfactory evidence:	
	* Automobile lawfully parked (an automobile rolling from a parked position shall not be considered as lawfully parked, but shall be considered as the operation of the last operator); or	
	* Applicant or other operator residing in the same household, or owner reimbursed by or on behalf of, a person responsible for the accident or has judgment against such person; or	
	* Automobile of an applicant or other operator resident in the same household struck in the rear (going the same direction) by another vehicle, and the applicant or other resident operator has not been convicted of a moving traffic violation in connection with the accident; or	
	* Operator of the other automobile involved in such accident was convicted of a moving traffic violation and the applicant or other operator resident in the same household was not convicted of a moving traffic violation in connection therewith; or	
	* Automobile operated by applicant or other operator resident in the same household is damaged as a result of contact with a "hit-and-run" driver or uninsured motorist, if applicant or other operator so reports the accident to proper authority within 24 hours; or	
	* Accidents involving losses paid solely under the Comprehensive, Medical Payments, Uninsured Motorist, Underinsured Motorist, Accidental Death Indemnity, or Loss of Income coverages; or	
	* Accidents occurring as a result of the operation of any automobile in response to an emergency if the operator, at the time of the accident, was responding to a call to duty as a paid or volunteer member of any Police or Fire Department, First Aid Squad or any law enforcement agency. NOTE: This exception does not include an accident occurring after the emergency situation ceases or after the private passenger automobile ceases to be used in response to such emergency.	
322.	No DRRP points shall be assigned to the vehicle involved in an accident when the operator involved in such accident has been assessed DRRP points as a named insured or rated operator of another vehicle insured with this Company.	
323.	If DRRP points have been assigned as the result of an accident and it is subsequently learned that the accident falls under one of the exceptions enumerated in the rules, the Company shall refund to the insured the increased portion of the premium generated by the accident.	

OTHER CONDITIONS

330. DRRP points assignable for Other Conditions:

	<u>Description</u>	<u>DRRP Points</u>
*	Unverifiable Three-Year Driving Record including any inexperienced operator the Company cannot obtain a current three-year MVR. The DRRP points shall only apply for one year.	4
*	Inexperienced Operator – Any operator older than 21 years, who has not been licensed for the last 36 months. This includes any individual from a foreign country who has been licensed in the United States for less than three years. The DRRP points shall apply only until the operator has been licensed for three years.	4

NOTE: If more than one surcharge is applicable to a driver for any combination of the Other Conditions listed above, then only the surcharge with the highest DRRP points will be applied.

If the operator meets the criteria set forth in the above Other Conditions, then the applicable surcharge will apply to all vehicles to which the operator is assigned.

331. High Risk Vehicles

For each High Risk Vehicle listed below, assign six (6) DRRP points.

AC Cobra (2004-2006)	KTM
Allard (1985-Present)	Lamborghini (1985-Present)
Ariel Atom	Lotus (1985-Present)
Ascari	Maserati (1985-Present)
Aston Martin (1985-Present)	McLaren
Auburn (1985-1994)	Mercedes-Benz SLR, SL65
Avanti (1985-1991)	Morgan (1985-Present)
Bentley (1985-Present)	Mosler
Bertone (1985-2003)	Nobel
Bitter (1985-1989)	Pagani
Caterham (1985-Present)	Panoz
Cizeta-Moroder (1991-1995)	Pantera (including DeTomaso and Mangusta) (1985-1996)
Daimler (1985-Present)	Panther (1985-1990)
Dodge Viper	PininFarina (1985-Present)
Excalibur (1985-1989)	Porsche 959, Carrera Turbo, GT, GT2, GT3, Turbo S
Farboud/Farbio	Rolls Royce (1985-Present)
Ferrari (1985-Present)	RUF (1985-Present)
Ford GT (2003-2006)	Saleen S7
Gray Market Vehicles	Scimitar (1985-1990)
ISO (1985-1996)	Sterling (1985-1991)
Jaguar XJ220	TVR (1985-Present)
Jensen (1985-2001)	Wiesmann
Koenigsegg	Zimmer (1985-1988 / 1998-Present)

SECONDARY CLASSIFICATION RATING FACTORS

340. The rates shown in the rate manual are for one DRRP point. To determine the rates for Bodily Injury, Property Damage, Medical Payments, and Collision coverages for any other amount of DRRP points, apply the Secondary Classification factors as shown in the premium determination section. Refer to Auto rate section R-8 or Cycle rate section R-8 for DRRP Points and corresponding rating factors.

OTHER PROVISIONS

350. The Driving Record Rating Plan points as determined in the above rules, shall apply to the operator involved in the incident and the vehicle that the operator is assigned to. If that operator uses two or more cars equally, any points developed under the Plan shall be assigned to the car with the highest base premium.

MISCELLANEOUS VEHICLES

UTILITY TRAILERS – Used with Private Passenger Automobiles (Camping/Travel Trailers not included)

400. Coverage is available to utility trailers designed to be pulled or towed behind a private passenger automobile provided it is not a camping or travel trailer, passenger trailer, a trailer used for business purposes, or a trailer used as premises for office, store or display purposes.
401. Rating for Bodily Injury Liability, Property Damage Liability, Medical Payments, Income Disability, Accidental Death Benefits, Uninsured and Underinsured Motorist coverages:

A Family Automobile Policy affording any of the above coverages extends such coverage without premium charge and without specific description of the utility trailer, except when the utility trailer is being used for business purposes with other than a private passenger automobile or when the utility trailer is located for use as a residence or premises.

402. Rating for Comprehensive and Collision Coverages:

Under these two coverages, utility trailers shall be insured as a separate item and with separate premiums from the automobile. If a deductible form of coverage is written, the deductible shall apply separately to the trailer and automobile.

To determine a rate for these physical damage coverages, refer to Auto rate section R-14. The rate is figured on the utility trailer's actual cash value and the desired deductible. When determining the actual cash value, include the cost of all permanent fixtures and equipment of the utility trailer. Do not include miscellaneous personal property that is not a permanent part of the trailer. The minimum total semiannual premium is \$10.

403. Surcharges and discounts (except for Benefits Xpress Employee Services™) do not apply to utility trailers, nor do utility trailers qualify other vehicles for discounts.

CHROME® PROGRAM

410. In addition to the specific CHROME® underwriting guidelines, the same underwriting requirements which apply to the private passenger automobile section of the rating manual shall be applied in determining the eligibility of each applicant and vehicle for the CHROME® Program.
411. Vehicles in this program are insured under the Stated Value Endorsement to the Family Automobile Policy. The Stated Value Endorsement indicates the company will pay the stated value as shown on the declaration in case of a total loss. Otherwise, partial losses are settled from the lesser of the three: ACV, cost of repairs or replacement, or the amount of insurance as shown on the declaration. The Stated Value Endorsement also provides coverage to spare parts up to \$500, not to increase the limit of coverage.
412. Coverage under this program is only to be extended to 1) insureds who already have a private passenger automobile policy in force with ANPAC or ANG for themselves or members of their household, or who will be applying for such coverage within one policy term of the inception of this policy; or 2) insureds whose other private passenger automobiles are all business-owned and ineligible with our companies.
413. The following vehicles, as defined below, are eligible for coverage under the CHROME® Program. In addition to the qualifications below, a vehicle must:
- Be protected in a fully enclosed and locked garage when not in use;
 - Be driven less than or equal to 10,000 miles annually;
 - Not be driven on a daily basis to and from work or school;
 - Carry Comprehensive Coverage at all times.
- * **Classic/Antique Vehicle** – An automobile of the private passenger type, manufactured 25 or more years prior to the current year, restored to original condition, and legal for use on U.S. Highways.
- * **Hot/Street Rod Vehicle** – An automobile of the private passenger type, manufactured prior to 1949, with body and engine modifications, and legal for use on U.S. Highways.
- * **Replica/Kit Car Vehicle** –
- Replica** - A commercially assembled reproduction of a private passenger type automobile. This vehicle must be legal for use on U.S. Highways.
- Kit Car** - An automobile of the private passenger type, consisting of separately manufactured components and assembled by a kit car manufacturer or individual. This vehicle must be legal for use on U.S. Highways.
- Dune Buggies are not included in this definition.
- * **Original** – An automobile of the private passenger type, manufactured 25 or more years prior to the current year, in original condition, and legal for use on U.S. Highways.
- * **Modified/Custom Vehicle** – An automobile of the private passenger type, manufactured 25 or more years prior to the current year, with modifications to the body or engine, and legal for use on U.S. Highways.
- * **Exotic Vehicle** – An original automobile of the private passenger type, at least \$50,000 in value, which because of its unique or rare design, limited production, or specific make and model year of manufacture is an object of curiosity, increasing in value rather than depreciating in value. This vehicle must be legal for use on U.S. Highways. Refer to the Underwriting Guidelines and Rule 331 for information on assigning DRRP points to High Risk Vehicles.

414. The following vehicles are **ineligible** for classification and rating as a CHROME[®] vehicle:
- * Vehicles under construction;
 - * Gray Market vehicles;
 - * Farm trucks, tractors, and motorcycles;
 - * Vehicles which are not classified as private passenger autos;
 - * Vehicles used for racing or demonstration of speed or power;
 - * Vehicles used for renting and livery work or for carrying passengers or property for a consideration.
415. Vehicles under construction/restoration cannot be insured in the CHROME[®] Program until they are fully restored/completed. Otherwise, vehicles under construction must be rated as a regular use automobile with the Car Under Construction Endorsement. Refer to General Rules 745-747. These vehicles must be insured for their current value. The limit of liability for all losses on vehicles under construction shall not exceed the lesser of the three: ACV, cost of repairs or replacement, or the amount of insurance as shown on the declaration.
416. Insureds must carry the same limits of Liability Coverage as they do on their other private passenger vehicles. Once Liability Coverage is written on a CHROME[®] vehicle it cannot be taken off.
417. The minimum Comprehensive and/or Collision deductible offered in the CHROME[®] Program is \$500. For CHROME[®] vehicles only, a 5% Comprehensive and/or Collision deductible with a minimum amount of \$1,200 is available. Exotic vehicles must purchase either the \$2,000 or the 5% (minimum \$1,200) deductible.
418. Utility trailers used to haul CHROME[®] vehicles should be afforded coverage under the private passenger auto policy in our current Utility Trailer Program. (See Section 400.) Custom trailers pulled by a CHROME[®] vehicle carrying personal belongings should also be insured under the Utility Trailer Program.
419. Rating for all coverages:
- CHROME[®] vehicles are rated according to the private passenger automobile rules and rates except:
- a. To calculate the Comprehensive and Collision premiums, the physical damage symbol will be determined from the stated value amount. See the chart in Rule 259;
 - b. An additional factor for each coverage will be applied as shown in the premium determination section for each coverage. This factor will be based on type of CHROME[®] vehicle, mileage and coverage. Refer to Auto rate section R-15 for the applicable rating factors specifically for CHROME[®] vehicles.
 - c. Multi-Car Classification is not applicable for the Primary Classification of CHROME[®] vehicles – refer to Rule 222. For accounts with more than one CHROME[®] vehicle that carry Bodily Injury Coverage, the applicable Multi-CHROME[®] Discount factor will be applied to each CHROME[®] vehicle on the account to the coverages shown in the premium determination. The discount factor is based on the number of CHROME[®] vehicles on the account that carry Bodily Injury Coverage. Refer to Auto rate section R-15 for the applicable factor.
- All other applicable private passenger automobile discounts and surcharges apply to CHROME[®] vehicles.

UTILITY VEHICLES

420. A utility vehicle is a pickup, panel or van bodied automobile that is essential to the insured's employment as an artisan or craftsman, or used in the installation, maintenance or repair of furnishings or equipment, excluding wholesale or retail delivery.
421. The same underwriting rules and requirements that apply to the other private passenger type automobiles apply in determining the eligibility of each applicant for utility vehicle coverage.
422. Coverage under this program is only to be extended to applicants who already have another policy in force with this company for themselves or members of their households, or who will be applying for such coverage in connection with this application.

423. The following vehicles are **ineligible** for classification and rating as a utility vehicle:

- * An automobile used for renting and livery work or for carrying passengers or property for a consideration.
- * Vehicles that are operated by employees of the insured.
- * A vehicle with a load capacity of over one ton.

424. Rating for All Coverages:

Utility Vehicles are rated according to the Private Passenger Automobile rules and rates. Refer to Auto rate section R-6 for applicable Primary Classification rating factors specifically for utility vehicles using the following Primary Classification codes:

	<u>Class Code</u>
Any operator under Age 25	03
All Others	04

425. All private passenger automobile discounts and surcharges apply to utility vehicles.

FARM TRUCKS

430. A farm truck is a vehicle with four or more wheels principally garaged on a farm or ranch.

431. To be eligible for coverage, the vehicle cannot be used in going to or from work, other than farming or ranching. There is no hauling for others more than 10% of the vehicle use. It is not used to make more than one trip a month into or through a metropolitan area nor is it operated beyond a 150-mile radius of its garaging location. Vehicles used for hire or custom farming are not eligible.

432. The same underwriting rules and requirements that apply to private passenger automobiles apply in determining the eligibility of each applicant for farm truck coverage.

433. Coverage under this program is only to be extended to applicants who already have an automobile policy in force with this Company for themselves or members of their households, or who will be applying for such policy in connection with this application.

434. Rating for All Coverages:

Farm Trucks are rated according to the Private Passenger Automobile rules and rates. Refer to Auto rate section R-6 for the applicable Primary Classification codes and rating factors specifically for Farm Trucks using the following Primary Classification codes:

	<u>Class Code</u>
Any operator under Age 25	ON
All Others	OP

435. All private passenger automobile discounts and surcharges apply to farm trucks.

MOUNTED CAMPER UNITS/SHELLS

450. Coverage is available for a mounted camper unit/shell designed to be mounted or installed on a pickup truck or other private passenger automobile.

451. Rating for Bodily Injury Liability, Property Damage Liability, Medical Payments, Uninsured Motorist and Underinsured Motorist Coverages:

A Family Automobile Policy affording any of the above coverages extends such coverage without premium charge and without specific description of the camper unit/shell, except when the camper unit/shell is being used for business purposes with other than a private passenger automobile or when the camper unit/shell is located for use as a residence or premises.

452. Rating for Comprehensive and Collision Coverages:

All camper units/shells must be shown on the application/change form with the corresponding "actual cash value." The Comprehensive and Collision Coverage rates for mounted camper units/shells are based upon the "unit's actual cash value" and are shown in Auto rate section R-12. The premium for a mounted camper unit/shell must be added to the respective vehicle's comprehensive and/or collision premium after the class factor has been applied. The Comprehensive and Collision deductibles chosen for the mounted camper unit/shell must be the same as those carried on the insured vehicle.

RECREATIONAL VEHICLES

460. The following vehicles are eligible for coverage under the Recreational Vehicle Program:

- * All-Terrain Vehicle (ATV) (Statistical Code OD) – A three (3) or more wheeled, self-propelled vehicle equipped with balloon tires or crawler-treads, capable of traveling over rugged terrain or moving through water and used principally off public roads.
- * Dune Buggy (Statistical Code OE) – A four-wheeled, self-propelled vehicle used principally off public roads. Additionally, a dune buggy must be equipped with a roll bar, safety belts or harnesses. Dune buggies used for competition are ineligible.
- * Golfmobile (Statistical Code OF) – A three (3) or four (4) wheeled, self-propelled vehicle with limited speed capabilities, used principally to transport players around the golf course, on private premises, or in retirement communities where it is used as a form of transportation within the community only.
- * Snowmobile (Statistical Code OG) – A self-propelled vehicle of the crawler-tread and ski type, capable of traveling over ice and snow and used principally off public roads.
- * Trail Bike (Statistical Code OH) – A motorcycle, limited to 250 cc's, used principally off public roads, on trails or rugged terrain and not licensed for use on public roads.
- * Minibike (Statistical Code OI) – A small motorcycle or scooter intended for use off public roads and is not registered or licensed for such use.

461. A recreational vehicle policy shall be written for a **twelve-month term**.

462. Coverage under this program is only to be extended to applicants who already have an automobile policy in force with this Company for themselves or members of their households or who will be applying for such policy in connection with this application.

463. Recreational vehicles as defined in these rules, which are owned by individuals, may be insured under the Recreational Vehicle Policy for Bodily Injury and Property Damage Liability, Medical Payments, Comprehensive, Collision, Uninsured Motorist Bodily Injury, and Underinsured Motorist Bodily Injury Coverages.

464. The Physical Damage Coverages afforded on the insured recreational vehicle may be extended to an owned trailer, cutter, or sled designed for towing behind the recreational vehicle. The actual cash value will be included with that of the recreational vehicle for the purpose of determining the premium for the Physical Damage Coverages on the entire unit.

Bodily Injury and Property Damage Liability, Medical Payments, Uninsured Motorist Bodily Injury, and Underinsured Motorist Bodily Injury Coverages afforded on the insured recreational vehicle are extended to the towed vehicle without additional charge.

465. The Physical Damage Coverage for a utility trailer used for transporting recreational vehicles should be afforded under the private passenger automobile policy program. (See Section 400)

466. Refer to the Recreational Vehicle rate pages to determine the rate for the valid coverages offered for each type of recreational vehicle and engine displacement grouping. If the engine displacement is unavailable, use the Equivalent Chart below. Electric powered golf mobiles shall be rated in the 0 to 300 engine displacement category.

<u>Engine Displacement (cc's)</u>	<u>Horsepower (hp)</u>
0 to 300	0 to 25
300 to 600	26 to 50
Over 600	Over 50

467. No discounts or surcharges apply to vehicles insured under the Recreational Vehicle Policy, nor do recreational vehicles qualify other vehicles for discounts.

468. If the recreational vehicle policy is cancelled, the premium will be computed pro rata. A premium credit may be transferred on a pro rata basis to a replacement recreational vehicle of the same type or, provided the policy is written for a new twelve-month term, to a replacement recreational vehicle of another type.

MOTOR HOME, CAMPING TRAILER, AND TRAVEL TRAILER GENERAL RULES
TravelStar From ANPAC®

MOTOR HOMES and CAMPING/TRAVEL TRAILERS

500. In addition to the specific Motor Home and Camping/Travel Trailer underwriting guidelines, the same underwriting requirements which apply to the private passenger automobile section of the rating manual shall be applied in determining the eligibility of each applicant and vehicle for the Motor Home and Camping Travel Trailer Program.
501. Motor Homes and Camping/Travel Trailers in this program are insured under the Leisure Vehicle Amendatory Endorsement to the Family Automobile Policy. Included in this endorsement is coverage for rental reimbursement and travel expenses. Limits included are \$100 per day for rental and a maximum of \$1,500 for combined rental and travel expenses when a covered physical damage loss has occurred.
502. The following motor homes and camping/travel trailers are ineligible for classification and rating under this program:
- Motor Homes or Camping/Travel Trailers used for any commercial purposes;
 - Motor Homes used for travel in the course of business;
 - Homemade Motor Homes or Camping/Travel Trailers;
 - Motor Homes or Camping/Travel Trailers used as a permanent residence unless the motor home or travel trailer qualifies for the Full Timer Coverage Endorsement.
 - Motor Homes or Camping/Travel Trailers that have had the wheels and/or axles removed.
 - Conversion vans.

MOTOR HOMES

510. A motor home is a vehicle owned by the insured which is self-propelled truck or van-type motor vehicle, permanently equipped with a self-contained living compartment with permanently installed facilities for cooking and/or eating that is part of the vehicle chassis.
511. The usage for motor homes is principally the same as a private passenger vehicle, i.e., it is used for pleasure (occasional recreational and camping purposes), work or business (including driving to and from work or school). A motor home can also be used as a full time residence on the road (insured has no other permanent residence)*.
- *See FULL TIMER COVERAGE ENDORSEMENT for complete coverage requirements and details.
512. Insureds must carry the same limits of Liability Coverage as on their other private passenger vehicles. Once Liability Coverage is written on a motor home, it cannot be taken off.

RATING OF MOTOR HOMES

520. Classify and rate the same as a regular private passenger vehicle subject to all rules applicable to such vehicles.
521. Motor homes will have no assigned operator unless the motor home is the only vehicle insured by American National Property And Casualty Company or an affiliated company.
522. The cost new factor applicable to motor homes shall be determined using the table located in Auto rate section R-13.
523. All applicable private passenger automobile discounts and surcharges apply to motor homes.

524. Example:

Motor Home Cost New = 35,000

Comprehensive factor calculation

Step 1)	35,000 - 25,000 = 10,000	10 x 0.041 =	0.410
Step 2)	25,000 - 5,000 = 20,000	20 x 0.094 =	1.880 +
Step 3)	5,000 base	=	0.482 +
		Total Factor	2.772

CAMPING/TRAVEL TRAILERS

CAMPING TRAILERS

530. Coverage is available to camping trailers designed to be pulled or towed behind a private passenger automobile. Camping trailers are permanently equipped as living quarters with a self-contained living compartment with permanently installed facilities for cooking and/or eating that is part of the chassis. Camping trailers used as a passenger trailer, for business purposes, or as premises for office, store or display purposes are not considered a camping trailer under this program. Camping trailers consist of a permanent composite structure comprising no more than 75% of the exterior of the vehicle with canvas or other soft-sided material comprising the remainder of the exterior walls of the trailer.
531. Camping Trailer Coverage under this program is only to be extended to applicants who already have an automobile policy in force with this Company for themselves or members of their households, or who will be applying for such policy in connection with this application.

TRAVEL TRAILERS

540. Coverage is available to travel trailers designed to be pulled or towed behind a private passenger automobile which is permanently equipped as living quarters with a self-contained living compartment with permanently installed facilities for cooking and/or eating that is part of the chassis. Travel trailers used as a passenger trailer, for business purposes, or as premises for office, store or display purposes are not considered a travel trailer under this program. Travel trailers consist of a permanent composite structure with no canvas or other soft-sided material comprising the outer walls of the trailer.
541. A Travel Trailer can be used as a full time residence on the road (insured has no other permanent residence)*.
- *See FULL TIMER COVERAGE ENDORSEMENT for complete coverage requirements and details.
542. Travel Trailer Coverage under this program is only to be extended to applicants who already have an automobile policy in force with this Company for themselves or members of their households, or who will be applying for such policy in connection with this application.

RATING OF CAMPING/TRAVEL TRAILERS

550. Classify and rate the same as a regular private passenger excess vehicle subject to all rules applicable to such vehicles. NOTE: Liability symbol factors are not applicable to camping/travel trailers.
551. Camping/Travel Trailers are rated as excess vehicles with no operator assigned.
552. Rating for Bodily Injury Liability, Property Damage Liability, Medical Payments, Uninsured Motorist, Underinsured Motorist, and Towing and Labor Coverages:
- A Family Automobile Policy affording any of the above coverages extends such coverage without premium charge and without specific description of the camping/travel trailer, except when the camping/travel trailer is being used for business purposes with other than a private passenger automobile or when the camping/travel trailer is located for use as a residence or premises (See Full Timer Endorsement).

553. Rating for Comprehensive and Collision Coverages:

Under these two coverages, camping/travel trailers shall be insured as a separate item and with separate premiums from the automobile. If a deductible form of coverage is written, the deductible shall apply separately to the camping/travel trailer and automobile.

To determine a rate for these physical damage coverages, refer to Auto rate section R-13. The rate is figured using the camping/travel trailer's cost new and determining the appropriate cost new factor. When determining the cost price new, include the cost of all permanent fixtures and equipment of the camping/travel trailer. Do not include miscellaneous personal property that is not a permanent part of the camping/travel trailer.

554. **Aluminum Shell Surcharge**

For Travel Trailers, a factor shall be applied when the insured travel trailer is made of lightweight aluminum construction, i.e. Airstream Trailers. This surcharge will be applied to Comprehensive and Collision coverage premiums. Refer to Auto rate section R-13 for the Aluminum Shell surcharge factors.

555. All applicable private passenger automobile discounts apply to camping/travel trailers except Passive Restraint Discount.

MOTOR HOMES and CAMPING/TRAVEL TRAILERS SURCHARGES

560. **Secondary Classification Factor**

Refer to Section 300. If the motor home operator is the rated operator on an automobile insured with American National Property And Casualty Company or American National General Insurance Company then the accident and conviction record will not be used in determining motor home surcharges. They will be considered when determining eligibility for discounts.

PREMIUM DETERMINATION

570. The premium for Bodily Injury Liability, Property Damage Liability, Medical Payments, Comprehensive, Collision, Uninsured and Underinsured Motorist coverages shall be determined as follows in Rules 571 through 575.

571. Refer to Sections 220 through 241 to determine the applicable Statistical Code and Classifications. If the risk falls within two or more classifications, the highest rated classification shall apply.

572. Refer to Auto rate sections R-13 and R-3 for the appropriate cost new and model year.

573. Refer to Territory Definitions to determine the territory number in which the motor home and/or camping/travel trailer will be principally garaged. The U.S. Postal zip code and/or the county name define each territory. Note, only for policies endorsed with Full Timer Coverage: Select Territory 99.

574. Refer to Auto rate section R-1 to locate the base rate for the applicable territory and the desired coverage.

575. In this order, adjust the base rate for the following if the adjustment is applicable and it is not already reflected in the base rate. Round each individual adjustment to the nearest dollar.

Step 1. Limit(s) factor. Refer to Auto rate section R-2.

Step 2. Motor Home, Camping Trailer, Travel Trailer Factor (Applies to Bodily Injury, Property Damage, Medical Payment, Uninsured Motorist Coverage, Underinsured Motorist Coverage, Comprehensive and Collision Coverage) Refer to Auto rate section R-13.

Step 3. Passive Restraint Discount (Applies to Medical Payments coverage). Refer to Rule 275 and Auto rate section R-9.

Step 4. Model Year factor (Applies to Comprehensive and Collision coverages). Refer to Rules 265-267 and Auto rate section R-3.

Step 5. Motor Home or Camping/Travel Trailer Cost New factor (Applies to Comprehensive and Collision coverages). Refer to Auto rate section R-13.

- Step 6. Deductible factor (Applies to Comprehensive and Collision coverages). Refer to Auto rate section R-5.
 - Step 7. Comp Claim Free Discount (Applies to Comprehensive coverage) Refer to Rule 277 and Auto rate section R-9.
 - Step 8. PAC+ Discount (Part A and Part B apply to Bodily Injury, Property Damage, Medical Payments, and Collision coverages. Only Part B applies to Comprehensive, Uninsured Motorist, and Underinsured Motorist coverages.) Refer to Rule 276 and Auto rate section R-9.
 - Step 9. Defensive Driver Discount (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision coverages). Refer to Rule 278 and Auto rate section R-9.
 - Step 10. Student Away at School Discount (Applies to Bodily Injury, Property Damage, Medical Payments, Personal Injury Protection, and Collision coverages). Refer to Rule 279 and Auto rate section R-9.
 - Step 11. TLC Discount (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Rule 280 and Auto rate section R-9.
 - Step 12. Benefits Xpress Employee Services™ Discount (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, Collision, Uninsured Motorist Bodily Injury, Uninsured Motorist Property Damage, and Underinsured Motorist Bodily Injury coverages). Refer to Rule 281 and Auto rate section R-9.
 - Step 13. Aluminum Shell Surcharge factor (Applies to Comprehensive and Collision coverages) Refer to Rule 553 and Auto rate section R-13.
 - Step 14. Primary Classification factor (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision coverages). Refer to Rules 220-228 and Auto rate section R-6.
 - Step 15. Secondary Classification factor (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Rules 240-241 and Auto rate section R-8.
 - Step 16. Replacement Cost Coverage factor (Applies to Comprehensive and Collision coverages) Refer to Rule 580 and Auto rate section R-10.
- 576. To determine the premiums for motor home and/or camping/travel trailers miscellaneous coverages follow the instructions listed in 580 through 598.
 - 577. Refer to Auto rate section R-1 to locate the base rate for the desired coverage.
 - 578. Refer to Auto rate section R-2 to adjust the base rate for the limit if the adjustment is applicable and not already reflected in the base rate. Round each individual adjustment to the nearest dollar.

MOTOR HOME AND/OR CAMPING/TRAVEL TRAILERS MISCELLANEOUS COVERAGES

REPLACEMENT COST ENDORSEMENT – SA-1620

- 580. This endorsement provides **replacement** coverage for each motor home and/or travel trailer for which this endorsement is purchased if the insured vehicle is destroyed within the first 5 years and the insured is the original owner. Where the covered vehicle is destroyed from a covered loss within 60 months of the manufacturer's title transfer we will pay the lesser of the original purchase price or the cost to replace with a previously untitled vehicle of the same year, make, model and equipment.

This endorsement is available for owned motor homes and/or travel trailers with Comprehensive or Comprehensive and Collision coverage when the manufacturer title transferred directly to the insured and the insured is the original owner. The motor home and/or travel trailer must be a model year that is less than three years old (no more than two years older than the current calendar year).

Coverage cannot be added after New Business policy term has expired unless the motor home and/or travel trailer is a newly purchased vehicle and the manufacturer title transferred directly to the insured and the insured is the original owner. The motor home and/or travel trailer must be a model year that is less than three years old (no more than two years older than the current calendar year).

NOTE: For newly added motor homes or travel trailers previously insured for replacement cost coverage with another carrier, we will allow replacement cost coverage to be added to the motor home and/or travel trailer at the time the motor home and/or travel trailer becomes insured with ANPAC or an affiliated company when the manufacturer title transferred directly to the insured and the insured is the original owner. All other rules regarding replacement cost coverage apply.

581. Replacement Cost Endorsement premium:

Motor homes – apply the factor in Auto rate section R-10 to the vehicle’s Comprehensive and Collision coverage premiums separately.

Travel Trailers – apply the factor in Auto rate section R-10 to the vehicle’s Comprehensive and Collision coverage premiums separately.

REPLACEMENT COST COVERAGE FOR PERSONAL EFFECTS

585. Replacement cost coverage with no deduction for depreciation is provided on a motor home and/or camping/travel trailer for clothing, watches, jewelry, cameras, radios, televisions, personal computers, stereos, guns, fishing equipment, sporting and vacation equipment, linens, dishes, glassware, cooking utensils, foodstuffs, tools, etc., when Comprehensive and Collision coverage is carried.

586. The following tables are used to determine the Replacement Cost Coverage For Personal Effects endorsement number. Refer to Auto rate section R-10 for the premium for each endorsement.

<u>Endorsement</u>	<u>Limit</u>
SA-1640	\$5,000
SA-1641	\$10,000
SA-1642	\$15,000
SA-1643	\$20,000
SA-1644	\$25,000

Additional limits are available when the Full Timer Endorsement is carried:

<u>Endorsement</u>	<u>Limit</u>
SA-1645	\$35,000
SA-1646	\$50,000

The following limits are available when the Full Timer Endorsement is carried with Underwriter approval. Contact your Underwriter prior to binding these limits:

<u>Endorsement</u>	<u>Limit</u>
SA-1647	\$75,000
SA-1648	\$100,000

GAP COVERAGE – AUTOMOBILES – SA-1222

590. This endorsement is available to motor homes, camping trailers, and travel trailers. Refer to Section 740 for a description of GAP coverage.

591. Refer to Auto rate section R-10 for the applicable premium.

FULL TIMER COVERAGE

595. Full Timer Coverage provides personal liability and medical payments to others coverages similar to those in a homeowner policy. Full Timer Coverage is available for an insured motor home or travel trailer for which the insured uses this motor home or travel trailer as their sole residence. The insured cannot own a home or condominium or rent an apartment to be eligible for this coverage.

596. For the Limit of Liability shown below, personal liability coverage is provided for bodily injury or property damage caused by a covered occurrence. This endorsement will also pay medical expenses to others incurred within 3 years from the date of a covered bodily injury occurrence up to \$2,000 per eligible person. Additionally, this endorsement provides coverage for claim legal expenses.

597. Motor homes and/or Travel Trailers must be registered in the state in which coverage is bound to be eligible for the Full Timer Coverage Endorsement. Motor homes and/or Travel Trailers purchasing the Full Timer Coverage Endorsement are not eligible for TLC or CA\$HBACK.

598. Select the endorsement number and liability limit from the chart below. Refer to Auto rate section R-10 for the premium for each endorsement.

<u>Endorsement</u>	Liability Limit (Shown in Thousands)
SA-1652	\$25/\$50
SA-1654	\$50/\$100
SA-1655	\$100/\$300
SA-1656	\$250/\$500
SA-1657	\$300/\$500
SA-1658	\$500/\$500

MOTORCYCLE GENERAL RULES
AmeriCycle®

DEFINITIONS

600. A motorcycle is a two- or three-wheel motor vehicle, required to be licensed and designed for use principally on public roads, including motor scooters, motor bikes, and mopeds. Only factory-built motorcycles are acceptable. Refer to the Underwriting Guidelines and Rules 601 through 604 for restrictions. Motorcycles will be classified under one of the following groups:

- **Harley-Davidson Sportster XL**
- **Harley-Davidson Cruiser FX, VR**
- **Harley-Davidson Tour FL**
- **Cruiser** – A two-wheeled motorcycle, which consists of a full-view engine, upright operator seating position with extended or pull-back handlebars, and forward-mounted foot controls. An example of this type of motorcycle is the Kawasaki Vulcan.
- **Tour** – A two-wheeled motorcycle comprised of large fairings, luggage compartments, audio systems, etc. to increase rider comfort over long distance travel. An example of this type of motorcycle is the Honda Goldwing.
- **Sport Tour** – Combines sport aerodynamic styling with long distance touring features. An example of this type of motorcycle is the Honda ST1100.
- **Standard** – A basic motorcycle, which usually features upright seating for one or two passengers. This is a category for all street legal motorcycles that do not fall into other classes. An example of this type of motorcycle is the Honda Nighthawk
- **Sport** – Less aerodynamic than the Super Sport group. This type of motorcycle is often referred to as "naked" or as a bike with a half-fairing. An example of this type of motorcycle is the Yamaha Seca.
- **Super Sport** – Incorporates racing-developed technology along with full fairings and aerodynamic styling. An example of this type of motorcycle is the Honda CBR - all models.
- **High Performance** – Motorcycles with design characteristics different from Sport or Super Sport but with high performance capability. Similar to the style of a cruiser, these bikes are designed to go very fast in a straight line. They could be described as a street legal drag bike. Examples are Kawasaki ZRX1200R or Yamaha V-Max.
- **Dual** – A two-wheeled motorcycle designed for off-road use and equipped as street legal.
- **Trikes** – Must be a motorcycle converted to a three-wheeled vehicle with a trike conversion kit. The Kit must be produced by Lehman Trikes, Motor Trike, The Trike Shop, California Sidecar, D.F.T., or TR-Wing Industries.
- **Limited Production** – Any non Harley-Davidson limited production cruiser.
- **Scooter/Moped** – A two-wheeled vehicle with small wheels and a low-powered gasoline engine geared to the rear wheel, or a lightweight motorized bicycle that can be pedaled as well as driven by a low-powered gasoline engine.

- **Homemade/Kit/Custom** – Any motorcycle constructed or assembled including, but not limited to a motorcycle that:

- *is not factory built

- *has an after-market frame

- *has a salvage title

- *has a non-factory engine case

- *was built from a kit

- *has been rebuilt

- *has a state-assigned Vehicle Identification Number

Homemade/Kit/Custom motorcycles are not eligible in most cases or may be eligible for liability coverage only. If physical damage coverage is allowed, it will be written on the Motorcycle Limits of Liability Endorsement. **These motorcycles may be submitted on a non-bound basis only.**

601. **Trikes**

To qualify, a trike must meet the following requirements:

- * Must be a motorcycle converted to a three-wheeled vehicle with a trike or tri-car conversion unit or kit. The unit or kit must be made by an established trike or tri-car conversion manufacturer.

- * Must have the original motorcycle manufacturer's engine.

To determine the premium, rate the motorcycle based on original make and cost new, plus the cost of the conversion package.

602. **Vintage Motorcycles**

To qualify as Vintage, the following requirements must be met:

- * The motorcycle is at least 25 years old.

- * The motorcycle must be kept in a garage or locked storage area.

- * The motorcycle is not driven on a daily basis to and from work.

- * The annual mileage is less than 2,000 miles. Usage is primarily restricted to exhibitions, parades, and club activities.

- * Motorcycles in this program are insured under the Stated Value Endorsement to the Motorcycle Policy. The Stated Value Endorsement indicates the company will pay the stated value as shown on the declaration in case of a total loss. Otherwise, partial losses are settled from the lesser of the three: ACV, cost of repairs or replacement, or the amount of insurance as shown on the declaration. The Stated Value Endorsement also provides coverage to spare parts up to \$500, not to increase the limit of coverage.

603. **Mopeds**

The applicant must have a valid auto or motorcycle license, or a motorized bicycle operator's permit.

604. The following motorcycles are **ineligible** for coverage:

- * Motorcycles or motor scooters used in business.

- * Motorcycles or motor scooters leased or rented.

- * Motorcycles or motor scooters not licensed for road use (these may be eligible in the Recreational Vehicle Program).

- * Motorcycles used in or designed for any race, speed, or driving contest whether or not prearranged.

605. The same underwriting rules and requirements that apply to the private passenger section of this manual shall be applied in determining the eligibility of each applicant for motorcycle coverage. Complete driving record information must be given for each operator of the insured motorcycle.

606. Motorcycles are insured on an **annual policy**. Due to the seasonal exposure of the motorcycle risk, the Seasonal Pro Rata table is used to earn the premium. This table is designed to earn the majority of the premium during the time when the exposure is greatest and to discourage off-season cancellation of the policy.

607. Once Liability Coverage is written on a motorcycle it cannot be taken off.

MOTORCYCLE DISCOUNTS AND SURCHARGES

610. **Safe Cycle Discount**

All operators who complete an approved motorcycle safety course are eligible for a discount on Bodily Injury Liability, Property Damage Liability, Medical Payments, and Collision coverage premiums. The courses eligible for this discount must have been approved by the Motorcycle Safety Foundation. A copy of the course completion certificate must be submitted to the company when making initial or renewal applications for the discount. If the insured was required by a court or sentence to take the course, then that insured is not eligible for the discount. The discount must be re-certified every five years. Refer to Cycle rate section R-9 for the Safe Cycle Discount factor.

For new and renewal business, in the situation where there are more motorcycles than drivers on the policy, the extra motorcycle(s) will receive the Safe Cycle Discount as long as one of the assigned drivers on the policy qualifies.

611. **Motorcycle Rider Group Discount**

Insureds who are a member of one of the following organizations will receive a discount on Bodily Injury Liability, Property Damage Liability, Medical Payments, and Collision coverage premiums:

- * **AMA** (American Motorcycle Association)
- * **AVA** (American Voyager Association)
- * **BLUE KNIGHTS** (Blue Knights International Law Enforcement Motorcycle Club)
- * **BMWMOA** (BMW Motorcycle Owners of America)
- * **CMA** (Christian Motorcyclists Association)
- * **GWRRRA** (Gold Wing Road Rider Association)
- * **GWTA** (Gold Wing Touring Association)
- * **HOG** (Harley Owners Group)
- * **HRC** (Honda Rider's Club of America)
- * **IBMC** (International Brotherhood of Motorcycle Campers)
- * **MSF** (Motorcycle Safety Foundation) Instructor
- * **MTA** (Motorcycle Touring Association)
- * **STAR** (STAR Touring & Riding Association)
- * **TRI** (Trike Riders International)
- * **VDOG** (Vulcan Drifter Owners Group)
- * **VROC** (Vulcan Riders and Owners Club)
- * **WOW** (Women on Wheels)

Insureds will receive only one discount regardless of the number of clubs to which the insured has membership. Refer to Cycle rate section R-9 for the Motorcycle Rider Group Discount factor.

For new and renewal business, in the situation where there are more motorcycles than drivers on the policy, the extra motorcycle(s) will receive the Motorcycle Rider Group Discount as long as one of the assigned drivers on the policy qualifies.

612. Multi-Cycle Discount

A discount shall apply to the premiums for Bodily Injury, Property Damage, Medical Payments, and Collision coverages if more than one motorcycle is owned by relatives residing in the same household and two or more such motorcycles are insured with ANPAC[®]. The Multi-Cycle discount shall also apply if one motorcycle is insured with ANPAC[®] and at least one other motorcycle will become insured with ANPAC[®] within 90 days after the effective date of the first policy. Refer to Cycle rate section R-9 for the Multi-Cycle Discount factor.

613. Multi-Line Discount

A Multi-Line Discount will be applied to the premiums for Bodily Injury, Property Damage, Medical Payments, and Collision coverages for each motorcycle when the appropriate conditions as outlined below have been met by the account. The amount of the discount varies with the type of multi-line business associated with the motorcycle owner's household and policies written by American National Property And Casualty Company, American National General Insurance Company, American National Lloyds Insurance Company, American National County Mutual Insurance Company, American National Insurance Company, or American National Life Insurance Company of Texas. Refer to Cycle rate section R-9 to determine the applicable Multi-Line Discount factor.

- * The named insured or a member of the named insured's immediate family who resides in the same household, must have an active homeowner/Special Farm Package[®] policy and/or automobile policy with one of the companies listed above.
- * The associated policies must be in force anytime during the 15 days prior to the effective date of the motorcycle policy; or have a new business policy effective date 90 days or less after the motorcycle policy's effective date.
- * To receive a discount for one of the multi-line combinations with "Life," there must be an active permanent life insurance policy on the account owner and/or spouse with one of the companies listed above. Whole Life, Universal Life, and Variable Universal Life policies are eligible life policies.

The Multi-Line Discount may be applied to or deleted from a motorcycle policy at the evaluation date. Policies will be evaluated when a new business, corrected new business, renewal, corrected renewal, or reinstatement with a lapse transaction is processed. All new business policies will be reviewed 90 days after issued to see if all discount requirements have been met. The level of discount for which the requirements are met will be applied retroactively. All renewal business policies will be reviewed during the 90 days following the renewal effective date to see if all discount requirements have been met. The level of discount for which the requirements are met will be applied retroactively to the renewal effective date.

614. Preferred Motorcycle Customer Plus (PMC+) Discount

The PMC+ Discount amount is the sum of the discount percentages applicable from Part A and Part B, as described below. The PMC+ Discount will be applied to the Bodily Injury Liability, Property Damage Liability, Medical Payments, and Collision coverage premiums for each applicable motorcycle on the policy. Only Part B will be applied to Comprehensive, Uninsured Motorist, and Underinsured Motorist coverage premiums.

Part A:

New Business

If the principal operator has been continuously insured with his/her prior motorcycle carrier for 3 or more years, all operators in the household have been claim free for the prior 36 months*, and the principal operator has three or more years' on-road motorcycle driving experience, a discount will be applied to that motorcycle. Otherwise, as long as the principal operator has been insured for liability coverage continuously for at least 1 year**, a discount will be applied. For operators under 21 years of age, the number of years the account owner has been continuously insured with his/her prior motorcycle carrier will be used if it results in a more favorable discount level than would have been applied otherwise. Towing and Labor claims, Comprehensive claims less than \$100***, and claims that are closed without payment will be disregarded. For accounts with only one motorcycle, one Comprehensive claim*** per household will be allowed, provided the claim is not a fire or theft loss. For accounts with two or more motorcycles, two Comprehensive claims*** per household will be allowed, provided the claims are not fire or theft losses. Multiple Comprehensive claims*** incurred on the same date will be considered one claim. In the situation where there are more motorcycles than drivers on the policy, the extra motorcycle(s) will receive the PMC+ Part A discount applicable for the principal operators age "25 AND OVER and all married females" group. Refer to Cycle rate section R-9 to determine the applicable PMC+ Part A Discount factor.

The PMC+ Part A Discount will be evaluated on a policy when a new business (including added-driver), corrected new business, renewal, corrected renewal, or reinstatement with a lapse transaction is processed.

* Applicants who (1) were previously insured with ANPAC or an affiliated company within the last twelve months, and (2) have been continuously insured and claim free during that time, will receive the same level of PMC+ Part A Discount as they received when they were previously insured with ANPAC.

** Those principal operators not qualifying for the PMC+ Discount as new business will receive a discount after being insured with our Company for 6 months. Refer to Cycle rate section R-9 to determine the applicable PAC+ Part A Discount factor.

*** Comprehensive claims less than \$100, where such claims did not occur with ANPAC or an affiliated company, will be disregarded.

This discount continues as long as the principal operator remains continuously insured as a principal operator with our Company or until the principal operator qualifies under the Renewal Business section of this rule.

Renewal Business

If the principal operator has been insured with American National Property And Casualty Company or an affiliated company for at least six months, a discount will be applied to that motorcycle. For operators under 21 years of age, the number of years the account owner has been continuously insured with American National Property And Casualty Company or an affiliated company will be used if it is greater than the number of years the operator has been continuously insured.

The amount of the discount is based on the number of years that the principal operator has been insured with the Company. Provided the PMC+ Part A discount New Business requirements in effect at the inception of the policy were met, the total time the principal operator has been insured with his/her prior motorcycle carrier and our Company will determine the discount level. For operators under 21 years of age, the number of years the account owner has been continuously insured with his/her prior motorcycle carrier and our Company will be used if it results in a more favorable discount level than would have been applied otherwise.

If the PMC+ Part A level for an operator was established based on the account owner's years insured, the PMC+ Part A level for the operator will not decrease as long as the operator remains continuously insured. In the situation where there are more motorcycles than drivers on the policy, the extra motorcycle(s) will receive the PMC+ Part A discount applicable for the principal operators age "25 AND OVER and all married females" group. Refer to Cycle rate section R-9 to determine the applicable PMC+ Part A Discount factor.

The PMC+ Part A Discount will be evaluated on a policy when a new business (including added-driver), corrected new business, renewal, corrected renewal, or reinstatement with a lapse transaction is processed.

Part B:

The principal operator of a motorcycle will receive a discount on the premium for the motorcycle based on the account owner's Risk Score. In the situation where there are more motorcycles than drivers on the policy, the extra motorcycle(s) will receive the highest PMC+ Part B Discount level that corresponds to the account owner's Risk Score. Refer to Cycle rate section R-9 to determine the applicable PMC+ Part B Discount factor.

At renewal, the discount continues at the principal operator's same discount level. Periodically, account Risk Scores will be updated. If such update results in a more favorable discount level to the insured, then the more favorable discount level will be applied. If such update results in a less favorable discount level, the current (more favorable) discount level will continue to apply. However, under certain circumstances when necessary, such as changing the Risk Score model or receiving a calculated Risk Score for a prior No Match or No Score, a less favorable discount level can result and will be applied. The PMC+ Part B Discount will be evaluated on a policy when a new business (including added-driver), renewal, or reinstatement with a lapse transaction is processed.

615. Motorcycle Defensive Driver Discount

Any insured age 55 or over who is the principal operator of the motorcycle insured shall be entitled to a discount on Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision premiums if they have successfully completed an approved motor vehicle accident prevention course. This course must be approved by the Arkansas Department of Motor Vehicles (Office of Driver Services). A copy of the completion certificate must be submitted to the company when making initial or renewal applications for the discount. This discount applies for a period of three years, at which time the course must be recompleted to retain the discount. Refer to Cycle rate section R-9 for the Motorcycle Defensive Driver Discount factor.

616. Secondary Classification Factor

Refer to Section 300. If the motorcycle operator is the rated operator on an automobile insured with American National Property And Casualty Company or American National General Insurance Company then the accident and conviction record will not be used in determining motorcycle surcharges. They will be considered when determining eligibility for discounts.

MOTORCYCLE PREMIUM DETERMINATION

620. The premium for Bodily Injury Liability, Property Damage Liability, Medical Payments, Comprehensive, Collision, Uninsured and Underinsured Motorist coverages shall be determined as follows in Rules 621 through 626.

621. Determine the Motorcycle Class factor according to the age and marital status of the principal operator, and the use and annual mileage of the motorcycle. Determine the Motorcycle Engine factor according to the engine size measured in cubic centimeters of the motorcycle. Determine the Motorcycle Model Group Factor according to the model group description of the motorcycle.

622. Rating for Bodily Injury Liability, Property Damage Liability, Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages:

The motorcycle rating factors for the indicated motorcycle classifications, as found in Cycle rate section R-6, are applied to the base rates for the appropriate limits and territory. Apply all applicable Motorcycle Discounts or Surcharges. Determine the Secondary Classification in the same way as private passenger automobiles.

For Vintage Motorcycles:

An additional factor, as found in Cycle rate section R-11, is applied as the very last step in premium determination for the coverages listed above. This factor will be the same for all classes regardless of age, marital status, or engine size.

623. Rating for Comprehensive and Collision Coverages:

The motorcycle rating factors for the indicated motorcycle classifications, as found in Cycle rate section R-6, are applied to the base rates for the appropriate model year, physical damage symbols, deductible, and territory. Apply all applicable Motorcycle Discounts or Surcharges. Determine the Secondary Classifications the same as private passenger automobiles. For Vintage and Under Construction motorcycles, the physical damage symbols are determined by the current value of the motorcycle. For all other motorcycles, Cost New is used to determine the physical damage symbols.

For Vintage Motorcycles:

An additional factor, as found in Cycle rate section R-11, is applied as the very last step in premium determination for the coverages listed above. This factor will be the same for all classes regardless of age, marital status, or engine size.

624. For the purpose of rating motorcycles in excess of the number of operators on the policy, apply the Age 45 and Over Motorcycle Class factor to the extra motorcycle(s) with the lowest premium. The Engine factor should be determined according to the engine size measured in cubic centimeters of the extra motorcycle(s). An Excess Motorcycle Factor will be applied for motorcycles in excess of the number of motorcycle operators on the motorcycle policy for all types of motorcycles. Refer to Cycle rate section R-7 for the Excess Motorcycle factor.

625. For the average weekly use of the motorcycle, **in driving to and from work or school**, shown below, the indicated use classification is applicable:

Average Weekly Use	Use Classification
Less than 30 miles	Pleasure
30 miles or more	Other

626. In this order, adjust the base rate for the following if the adjustment is applicable and it is not already reflected in the base rate. Round each individual adjustment to the nearest dollar.

- Step 1. Limit(s) factor. Refer to Cycle rate section R-2.
- Step 2. Model Year factor (Applies to Comprehensive and Collision coverages). Note: the model year factor does not apply to Vintage motorcycles nor to motorcycles in the Homemade/Kit/Custom model group. Refer to Rules 270-272 and Cycle rate section R-3.
- Step 3. Motorcycle Cost New Physical Damage Symbol factors (Apply to Comprehensive and Collision coverages) Refer to Rule 259 and Cycle rate section R-4.
- Step 4. Deductible factor (Applies to Comprehensive and Collision coverages). Refer to Cycle rate section R-5.
- Step 5. Excess Motorcycle Factor (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision, Uninsured, and Underinsured Motorist coverages). Refer to Rule 624 and Cycle rate section R-7.
- Step 6. Motorcycle Class factor (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, Collision, Uninsured, and Underinsured Motorist coverages) Refer to Cycle rate section R-6.
- Step 7. Motorcycle Engine factor (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision coverages) Refer to Cycle rate section R-11.
- Step 8. Motorcycle Model Group Factor (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, Collision, Uninsured Motorist, and Underinsured Motorist coverages). Refer to Rule 600 for group descriptions and Cycle rate section R-12 for the model group factors. Note: the model group factor does not apply to Vintage Motorcycles.
- Step 9. Safe Cycle Discount (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Rule 610 and Cycle rate section R-9.
- Step 10. Motorcycle Rider Group Discount (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Rule 611 and Cycle rate section R-9.
- Step 11. Multi-Cycle Discount (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Rule 612 and Cycle rate section R-9.
- Step 12. Multi-Line Discount (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Rule 613 and Cycle rate section R-9.
- Step 13. Preferred Motorcycle Customer Plus (PMC+) Discount (Part A and Part B apply to Bodily Injury, Property Damage, Medical Payments, and Collision coverages. Only Part B applies to Comprehensive, Uninsured Motorist, and Underinsured Motorist coverages.) Refer to Rule 614 and Cycle rate section R-9.
- Step 14. Motorcycle Defensive Driver Discount (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision coverages) Refer to Rule 615 and Cycle rate section R-9.
- Step 15. Student Away at School Discount (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages). Refer to Rule 280 and Cycle rate section R-9.

- Step 16. Benefits Xpress Employee Services™ Discount (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, Collision, Uninsured Motorist Bodily Injury, Uninsured Motorist Property Damage, and Underinsured Motorist Bodily Injury). Refer to Rule 281 and Cycle rate section R-9.
- Step 17. Secondary Classification factor (Applies to Bodily Injury, Property Damage, Medical Payments, and Collision coverages) Refer to Section 300 and Cycle section R-8.
- Step 18. Vintage Motorcycles factor (Applies to Bodily Injury, Property Damage, Medical Payments, Comprehensive, and Collision coverages) Refer to Rule 690 and Cycle rate section R-11.

627. To determine the premiums for miscellaneous motorcycle coverages:

- a. Refer to Cycle rate section R-1 for the base rate.
- b. Refer to Cycle rate section R-2 to adjust the base rate for the limit if the adjustment is applicable and not already reflected in the base rate. Round each individual adjustment to the nearest dollar.

INCREASED LIMITS FOR MOTORCYCLE ACCESSORIES

630. The motorcycle policy provides a coverage limit of up to \$3,000 for motorcycle accessories. This coverage limit may be increased by endorsement. The coverage added by endorsement replaces the \$3,000 limit included in the policy so that the limit of coverage stated in the endorsement is the total amount of coverage available for motorcycle accessories.

631. Motorcycle accessories are special equipment and parts that are attached to the insured motorcycle at the time of the loss. These include but are not limited to:

- * sidecars or trailers, whether or not attached
- * custom paint
- * custom metal plating
- * fairings

632. Refer to chart below for the endorsement numbers and motorcycle accessories coverage limits available. Refer to Cycle rate section R-10 for the applicable premium.

<u>Endorsement Number</u>	<u>Total Coverage Amount</u>
SA-1397	\$4,000
SA-1398	\$5,000
SA-1399	\$7,000
SA-1400	\$9,000
SA-1401	\$12,000
SA-1402	\$15,000
SA-1403	\$20,000

MOTORCYCLE RENTAL REIMBURSEMENT – SA-1396 (\$40 per day/\$800 per occurrence)

640. This coverage reimburses the insured for expenses he/she incurs in renting a substitute vehicle and, in some instances, travel expenses to return home or continue to his/her destination.

641. Refer to Cycle rate section R-1 for the applicable rate.

MOTORCYCLE TOWING AND LABOR – SA-1395

650. This coverage provides insurance for towing and labor costs incurred each time the insured motorcycle is disabled.

651. Refer to Cycle rate section R-1 for the applicable rate.

GAP COVERAGE – MOTORCYCLES – SA-1226

660. Refer to Section 740 for a description of GAP coverage.

661. Refer to Cycle rate section R-10 for the applicable rate.

ORIGINAL PARTS ENDORSEMENT – SA-1391

670. This coverage provides a guarantee to use only parts designated as genuine, original equipment from the manufacturer of the motorcycle when repairing motorcycles and to replace accessories (if considered a total loss) without depreciation, when purchased within the past 5 years.
671. This endorsement does not apply to motorcycles written under our Vintage program.
672. Refer to Cycle rate section R-10 for the applicable rate.

MOTORCYCLES UNDER CONSTRUCTION – SA-1393

680. Motorcycles under construction will be accepted without a minimum value of physical damage coverage. These vehicles must be insured for their current value. Anytime the value of the cycle and newly acquired parts exceeds the amount shown in the declarations, the value of the cycle should be increased to assure adequate coverage.
681. The physical damage symbols used for rating Motorcycles Under Construction are based on the current value of the motorcycle.
682. This endorsement does not apply to motorcycles written under our Vintage program.

VINTAGE MOTORCYCLES – SA-1394

690. Vehicles in this program are insured under the Stated Value Endorsement. The Stated Value Endorsement indicates the company will pay the stated value as shown on the declaration in case of a total loss. Otherwise, partial losses are settled from the lesser of the three: ACV, cost of repairs or replacement, or the amount of insurance as shown on the declaration. The Stated Value Endorsement also provides coverage to spare parts up to \$500, not to increase the limit of coverage.
691. The physical damage symbols used for rating Vintage motorcycles are based on the current value of the motorcycle.

MOTORCYCLE LIMITS OF LIABILITY – SA-1738

695. This endorsement limits the liability with respect to the vehicle, special equipment, or customization shown in the Declarations. The limit of liability shall not exceed:
- (1) The lesser of:
 - (a) the actual cash value of the stolen or damaged property; or
 - (b) the amount necessary to repair or replace the property; or
 - (c) the actual cash value of a part, if the loss is to a part of your insured motorcycle; or
 - (d) the amount shown in the Declarations.
 - (2) \$500 for any trailer not owned by you or a relative.
 - (3) \$3,000 for motorcycle accessories.

Payment for loss is reduced by any deductible shown in the Declarations.

696. This endorsement is required on motorcycles in the Homemade/Kit/Custom Group and is only available to motorcycles in the Homemade/Kit/Custom Group (see Rule 600).

MISCELLANEOUS COVERAGES

700. None of the Miscellaneous Coverages, except Personal Injury Protection and Named Non-Owner Coverage, are subject to primary or secondary classification factors, discounts, or surcharges.

SOUND RECEIVING OR TRANSMITTING EQUIPMENT – SA-233

705. This coverage provides insurance for direct and accidental loss of, or damage to, any sound or video receiving or transmitting equipment including that designed for use as a citizen's band radio, two-way mobile radio, scanning monitor receiver, telephone or television set; including any accessories and antennas. **RADAR DETECTORS MAY NOT BE INSURED UNDER THE POLICY OR BY THIS ENDORSEMENT.**

706. This coverage applies only if the equipment at the time of loss or damage is in or upon the **covered automobile**.

707. Refer to Auto rate section R-10 for the applicable rate.

RENTAL REIMBURSEMENT – SA-595 (\$40 per day/\$800 per occurrence), SA-1008 (\$50 per day/\$1,000 per occurrence)

710. This coverage reimburses the insured for expenses he/she incurs in renting a substitute car and, in some instances, travel expenses to return home or continue to his/her destination.

711. Refer to Auto rate sections R-1 and R-2 for the applicable base rates and limit factors for this coverage.

TOWING AND LABOR OR WINDSHIELD REPAIR

715. This coverage provides insurance for towing and labor costs incurred each time the insured car is disabled or windshield repairs which do not require replacement of the glass.

716. Refer to Auto rate sections R-1 and R-2 for the applicable base rates and limit factors for this coverage.

PERSONAL INJURY PROTECTION

720. The following Personal Injury Protection coverages are available: Medical Payments Coverage, Income Disability, and Accidental Death Benefits.

These benefits as set forth below shall be provided in every automobile liability policy issued or delivered in the state of Arkansas with respect to any vehicle required to be covered by the Auto Repairs Law:

- * the named insured shall have the right to reject any or all such coverages in writing; and
- * once rejected in connection with a policy previously issued to him/her by an insurer, the coverage(s) need not be provided in or endorsed on to a renewal policy by the same insurer unless the insured requests such coverage(s) in writing.

721. Personal Injury Protection shall be provided to the following vehicles:

- * Any automobile, motor home, motorcycle, motor scooter, motorbike, or similar motor vehicle registered or principally garaged in the state of Arkansas but not used as a public or livery conveyance; and
- * Pickups, panel trucks, or sedan deliveries, which are not customarily used for business, professional, or occupational purposes.

722. Rating

- * Medical Payments Coverage – Refer to Auto or Cycle rate sections R-1 and R-2 for the applicable base rates and limit factors for this coverage.

- * Income Disability Benefit – Maximum Weekly Income of \$140 for Income Earners and \$70 for Nonincome Earners.

Refer to Auto or Cycle rate sections R-1 and R-2 for the applicable base rates and limit factors for this coverage. The rate shall not be modified under the provisions of any rating plan or other manual rule.

- * Accidental Death Benefit – \$5,000 amount.

Refer to Auto or Cycle rate sections R-1 and R-2 for the applicable base rates and limit factors for this coverage. This rate shall not be modified under the provisions of any rating plan or other manual rule.

EXTENSION OF COVERAGES TO RENTED MOTOR HOMES, TRAVEL TRAILERS, AND CAMPING TRAILERS – SA-370

730. Non-Owned Motor Home/Trailer Rented by an Insured – A policy insuring an owned automobile may be endorsed to extend coverage to a motor home or trailer while rented for use by the insured.
731. Only such liability coverage as afforded on the owned insured automobile may be extended to the rented motor home/trailer.
732. Physical Damage Coverage provided is shown on the application.
733. The rate for this coverage is \$1 a day, with a minimum premium of \$15.

Example:

Number of Days Rented: 37
37 x \$1 = \$37

Number of Days Rented: 13
13 x \$1 = \$13:
\$15 is charged since \$15 is the minimum premium

GAP COVERAGE – AUTOMOBILES – SA-1222, LEASED AUTOMOBILES – SA-1299, MOTORCYCLES – SA-1226

740. This coverage provides protection against a financial gap when a vehicle is wrecked or stolen resulting in a total loss. The financial gap occurs when the actual cash value of the vehicle is less than the vehicle loan/lease balance at the time of loss. The limit of liability for GAP Coverage shall not exceed \$10,000.
741. This coverage may be purchased for any vehicle insured under the private passenger auto policy except for leased motor homes, camping trailers and travel trailers. In addition, motorcycles are eligible to purchase this coverage (except for leased motorcycles). Recreational vehicles are **ineligible**. Vehicles under a loan with a balloon payment are also **ineligible** for GAP Coverage.
742. Vehicles must carry both Comprehensive and Collision Coverages and have a lienholder/lessor to qualify for this coverage.
743. Refer to Auto rate section R-10 or Cycle rate section R-10 for the applicable premium.

CAR UNDER CONSTRUCTION – SA-1406

745. This endorsement provides coverage for direct or accidental loss or damage to an automobile and its spare parts during the construction or restoration of the insured vehicle. The limit of liability for all losses on vehicles under construction shall not exceed the lesser of the three: ACV, cost of repairs or replacement, or the amount of insurance as shown on the declaration.
746. Vehicles under construction/restoration must be insured for their current value. Anytime the value of the vehicle and/or newly acquired parts exceeds the amount shown in the declarations, the value of the vehicle should be increased to assure adequate coverage.
747. The physical damage symbols used for rating physical damage coverage for a vehicle under construction are based on the current value of the automobile.

NAMED NON-OWNER COVERAGE – SA-2095 (Auto)

750. This endorsement provides coverage to those persons shown on the Declaration who do not own a vehicle licensed for road use.
- Rating: Apply the rating factor in Auto rate section R-10 to the Bodily Injury Liability, Property Damage Liability, Medical Payments, Uninsured Motorist Bodily Injury, and Underinsured Motorist Bodily Injury coverages for an owned pleasure use vehicle used less than 7,500 miles annually. Rate as a private passenger automobile following premium determination Rule 295.

- This endorsement is intended for situations where the named insured has no titled ownership of any vehicle, but needs to purchase private passenger automobile liability coverage.
- The following coverages, discounts, and classifications are not available with the Named Non-Owner Coverage Endorsement: Comprehensive, Collision, Uninsured Motorist Property Damage, Rental Reimbursement, Towing and Labor or Windshield Repair, GAP Coverage, Multi-Car Classification, Liability Symbol factors, Passive Restraint Discount, Student Away at School Discount, and the TLC Discount. Note the Named Non-Owner is not considered an eligible auto policy for the TLC Discount and the Multi-Line Discount.

ADDITIONAL INTEREST ENDORSEMENTS

NON-OWNED CAR – SA-1832, NON-OWNED MOTORCYCLE – SA-1812, NON-OWNED RECREATIONAL VEHICLE – SA-1811

755. These endorsements provide limited liability and physical damage coverage for the owner of the vehicle, listed on the declaration, based on their ownership interest in the insured vehicle. The insured must carry the same Limits of Liability coverage on all vehicles.
- This protection applies only to the coverages and limits carried on the policy and does not increase the limits of liability shown on the declaration for the insured vehicle.
 - The non-owned vehicle may be furnished for the insured's occasional or regular use.
 - Rating: Rate as a private passenger automobile, motorcycle or recreational vehicle following the appropriate premium determination rule.
 - These endorsements are intended for situations where a private passenger vehicle, motorcycle, or recreational vehicle listed on the declaration is not owned by a member of the insured household and the insured vehicle is not available for the owner's regular or frequent use.
 - The owner of the vehicle must be added as an Additional Interest – Non-owned (code N).
 - This coverage is available on all automobiles, motorcycles, and recreational vehicles.

NON-OWNED CAR OWNED BY A BUSINESS – SA-738

756. This endorsement provides limited liability and physical damage coverage for the owner of the vehicle, listed on the declaration, based on their ownership interest in the insured vehicle. The insured must carry the same Limits of Liability coverage on all vehicles.
- This protection applies only to the coverages and limits carried on the policy and does not increase the limits of liability shown on the declaration for the insured vehicle.
 - This non-owned vehicle may be furnished for the insured's occasional use or regular use.
 - Rating: When there is no other primary insurance in force (including self-insured vehicles) use the rates for an owned business use vehicle. When the owner provides coverage for business related operation on an automobile, pickup, or customized van, apply the rating factor in Auto rate section R-10 for an owned pleasure use vehicle. Otherwise, rate as a private passenger automobile following premium determination Rule 295.
 - This endorsement is intended for situations where a private passenger vehicle listed on the declaration is not owned by a member of the insured household, and the insured vehicle is not available for the owner's regular or frequent use. This endorsement should be added when the automobile is wholly owned by someone other than the named insured, including an employer, entity, or other party where the insured has a responsibility to provide proof of full or limited liability insurance coverage for the non-owned automobile.
 - The owner of the vehicle must be added as an Additional Interest – Non-owned Business (code D).
 - This endorsement is not available on utility trailers, travel trailers, camping trailers, motorcycles, or recreational vehicles.

JOINT OWNERSHIP AUTO – SA-321, JOINT OWNERSHIP MOTORCYCLE – SA-1814, JOINT OWNERSHIP RECREATIONAL VEHICLE – SA-1813

757. These endorsements extend the liability and physical damage coverage to the Joint Owner of the vehicle, listed on the declaration, based on their ownership interest in the insured vehicle. The insured must carry the same Limits of Liability coverage on all vehicles.

- This protection applies only to the coverages and limits carried by the named insured and does not increase the limits of liability shown on the declaration for the insured vehicle.
- Rating: Rate as a private passenger automobile, motorcycle or recreational vehicle following the appropriate premium determination rule.
- These endorsements are intended for situations where a private passenger automobile, motorcycle, or recreational vehicle, listed on the declaration, is jointly owned by a member of the insured household and a nonmember of the insured household.
- The joint owner of the vehicle must be added as an Additional Interest – Joint Owner (code A).
- This endorsement is available on all automobiles, motorcycles and recreational vehicles.

INTERESTED PARTY – SA-768

758. This endorsement provides limited liability coverage to the designated Interested Party of the vehicle based on their interest in the insured vehicle to the extent that the Interested Party is vicariously liable.

- Rating: Rate as a private passenger automobile, motorcycle or recreational vehicle following the appropriate premium determination rule.
- This endorsement is intended for situations where an employer or other interested party requires verification of insurance coverage and/or notification of cancellation of insurance coverage on the vehicle listed on the declaration.
- The interested party must be added as Additional Interest – Interested Party (code C).
- This endorsement is available on all automobiles, motorcycles and recreational vehicles.

LESSOR – SA-511

759. This endorsement provides limited liability and physical damage coverage to the designated Lessor of the vehicle, listed on the declaration, based on their interest of liability exposure in the insured vehicle. The insured must carry the same Limits of Liability coverage on all vehicles.

- This protection applies only to the coverages and limits carried by the named insured and does not increase the limits of liability shown on the declaration for the insured vehicle.
- Rating: Rate as a private passenger automobile following premium determination rule.
- This endorsement is intended for situations where the named insured has no titled ownership of the insured vehicle listed on the Declaration and the insured has entered a lease agreement with the owner of the vehicle.
- The Lessor of the vehicle must be added as an Additional Interest – Lessor (code B).
- This endorsement is not available on motorcycles or recreational vehicles.

SERFF Tracking Number: ANPC-125752917 State: Arkansas
 Filing Company: American National Property and Casualty State Tracking Number: EFT \$25
 Company
 Company Tracking Number: 03-ANP-08-0474
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: AR ANP PPA
 Project Name/Number: AR ANP Auto RR-FU/351208

Supporting Document Schedules

Satisfied -Name: A-1 Private Passenger Auto
 Abstract
Review Status: Filed 08/14/2008

Comments:
Attachment:
 F842AR ANP.pdf

Satisfied -Name: APCS-Auto Premium Comparison
 Survey
Review Status: Filed 08/14/2008

Comments:
Attachments:
 PPA Survey FORM APCS ANP.pdf
 PPA Survey FORM APCS.xls

Bypassed -Name: NAIC loss cost data entry document
Bypass Reason: N/A. This is not a rate or a loss cost filing.
Comments:
Review Status: Filed 08/14/2008

Bypassed -Name: NAIC Loss Cost Filing Document
 for OTHER than Workers' Comp
Bypass Reason: N/A. This is not a loss cost filing.
Comments:
Review Status: Filed 08/14/2008

Satisfied -Name: Uniform Transmittal Document-
 Property & Casualty
Review Status: Filed 08/14/2008

Comments:
 Please see the information on the General Information and Rate/Rule Schedule tabs.

ARKANSAS INSURANCE DEPARTMENT

FORM A-1 PRIVATE PASSENGER AUTOMOBILE ABSTRACT

INSTRUCTIONS: All questions must be answered. If the answer is "none" or "not applicable", so state. If all questions are not answered, the filing will not be accepted for review by the Department. Use a separate abstract for each company if filing for a group. Subsequent private passenger auto rate/rule submissions that do not alter the information contained herein need not include this form.

Company Name American National Property And Casualty Company

NAIC No. (including group #) 408-28401

1. Are there any areas in the State of Arkansas in which your company will not write automobile insurance? Yes No

If yes, list the areas: _____

2. Do you furnish a market for young drivers? Yes No

3. Do you require collateral business to support a youthful driver? Yes No

4. Do you insure drivers with an international or foreign driver's license? Yes No

5. Specify the percentage you allow in credit or discounts for the following:

- | | | |
|----------------------------|-----------------|---|
| a. Driver Over 55 | 5 | % |
| b. Good Student Discount | Varies by class | % |
| c. Multi-car Discount | Varies by class | % |
| d. Accident Free Discount* | | % |

*Please Specify Qualification for Discount:

- | | | |
|---------------------------|-------|---|
| e. Anti-theft Discount | | % |
| f. Other (specify) | | % |
| TLC Discount | 15 | % |
| Passive Restraint | 20-40 | % |
| Comp Claim Free | 15-30 | % |
| Benefits Xpress | 10 | % |
| PAC+/PMC+ Part A Discount | 7-25 | % |
| Student Away at School | 30 | % |

6. Do you have an installment payment plan for automobile insurance? Yes No
If so, what is the fee for installment payments? \$5

7. Does your company utilize a tiered rating plan? Yes No
If so, list the programs and percentage difference and current volume for each plan:

Program	Percentage Difference	Volume
PAC+/PMC+ Part B Risk		
Score Ranges	PAC+/PMC+ Part B Discount	
4-589	0%	2%
590-609	4%	4%
610-644	8%	11%
645-679	12%	14%
680-704, no risk score, no match	16%	8%
705-729	22%	14%
430-764	28%	9%
765-799	32%	9%
800-997	36%	29%

THE INFORMATION PROVIDED IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Beth Summers

Signature

Beth Summers

Printed Name

Regulatory Compliance Analyst II

Title

417-887-4990, ext. 2238

Telephone Number

bsummers@anpac.com

Email address

Private Passenger Auto Premium Comparison Survey Form

FORM APCS - last modified August 2005

NAIC Number: 408-24801
Company Name: American National Property And Casualty Co.
Contact Person: Beth Summers
Telephone No.: (417) 887-4990, ext. 2238
Email Address: bsummers@anpac.com
Effective Date: 10/15/08 for NB and RB

Assumptions to Use:

- 1 **Liability** -Minimum \$25,000 per person
- 2 **Bodily Injury** \$50,000 per accident
\$25,000 per accident
- 3 **Property Damage** \$100 deductible per accident
- 4 **Comprehensive & Collision** \$250 deductible per accident
- 5 **The insured has elected to accept:**
 Uninsured motorist property and bodily injury equal to liability coverage
 Underinsured bodily injury equal to liability coverage
- 6 **Personal Injury Protection** of \$5,000 for medical, loss wages according to statute and \$5,000 accidental death
- 7 **If male and female rates are different, use the highest of the two**

Submit to: Arkansas Insurance Department
 1200 West Third Street
 Little Rock, AR 72201-1904
Telephone: 501-371-2800
 Email as an attachment to insurance.pnc@arkansas.gov
 You may also attach to a SERFF filing or submit on a compact disk

DISCOUNTS OFFERED:

PASSIVE RESTRAINT/AIRBAG	20%-40%	%
AUTO/HOMEOWNERS	0	%
GOOD STUDENT	5%-15% in class factor	%
ANTI-THEFT DEVICE	0	%
Over 55 Defensive Driver Discount	5	%
\$250/\$500 Deductible Comp./Coll.	0	%

Vehicle	Coverages	Gender	Age	Fayetteville				Trumann				Little Rock				Lake Village				Pine Bluff			
				Female 18	Male 18	Male or Female 40	Male or Female 66	Female 18	Male 18	Male or Female 40	Male or Female 66	Female 18	Male 18	Male or Female 40	Male or Female 66	Female 18	Male 18	Male or Female 40	Male or Female 66	Female 18	Male 18	Male or Female 40	Male or Female 66
				1999 Chevrolet Silverado 1500 2WD "LS" regular cab 119" WB	Minimum Liability			\$347	\$419	\$229	\$168	\$455	\$552	\$299	\$219	\$480	\$585	\$314	\$227	\$567	\$692	\$368	\$268
	Minimum Liability with Comprehensive and Collision			\$575	\$712	\$369	\$265	\$804	\$1,004	\$515	\$367	\$749	\$929	\$479	\$340	\$1,014	\$1,272	\$645	\$458	\$1,069	\$1,336	\$679	\$481
	100/300/50 Liability with Comprehensive and Collision			\$612	\$755	\$400	\$293	\$852	\$1,060	\$550	\$398	\$801	\$988	\$518	\$373	\$1,069	\$1,335	\$688	\$492	\$1,129	\$1,405	\$726	\$520
2003 Ford Explorer "XLT" 2WD, 4 door	Minimum Liability			\$347	\$419	\$229	\$168	\$455	\$552	\$299	\$219	\$480	\$585	\$314	\$227	\$567	\$692	\$368	\$268	\$639	\$780	\$412	\$298
	Minimum Liability with Comprehensive and Collision			\$542	\$667	\$351	\$252	\$750	\$931	\$482	\$345	\$712	\$879	\$459	\$327	\$945	\$1,178	\$603	\$430	\$1,007	\$1,251	\$640	\$455
	100/300/50 Liability with Comprehensive and Collision			\$579	\$710	\$382	\$280	\$798	\$987	\$517	\$376	\$764	\$938	\$498	\$360	\$1,000	\$1,241	\$646	\$464	\$1,067	\$1,320	\$687	\$494
2003 Honda Odyssey "EX"	Minimum Liability			\$288	\$348	\$190	\$141	\$375	\$456	\$247	\$182	\$394	\$478	\$258	\$188	\$464	\$563	\$301	\$219	\$521	\$635	\$338	\$246
	Minimum Liability with Comprehensive and Collision			\$483	\$596	\$312	\$225	\$670	\$835	\$430	\$308	\$626	\$772	\$403	\$288	\$842	\$1,049	\$536	\$381	\$889	\$1,106	\$566	\$403
	100/300/50 Liability with Comprehensive and Collision			\$515	\$632	\$338	\$248	\$716	\$886	\$462	\$335	\$672	\$824	\$435	\$317	\$887	\$1,101	\$573	\$412	\$940	\$1,164	\$607	\$436
2005 Toyota Camry LE 3.0L 4 door Sedan	Minimum Liability			\$319	\$386	\$212	\$156	\$416	\$504	\$274	\$201	\$439	\$534	\$289	\$211	\$515	\$628	\$338	\$247	\$585	\$711	\$380	\$274
	Minimum Liability with Comprehensive and Collision			\$661	\$823	\$426	\$303	\$942	\$1,184	\$598	\$423	\$847	\$1,054	\$541	\$384	\$1,189	\$1,499	\$754	\$533	\$1,238	\$1,551	\$783	\$551
	100/300/50 Liability with Comprehensive and Collision			\$699	\$864	\$454	\$328	\$991	\$1,241	\$635	\$455	\$896	\$1,110	\$578	\$415	\$1,243	\$1,561	\$793	\$566	\$1,297	\$1,622	\$825	\$587
2003 Cadillac Seville "STS" 4 door Sedan	Minimum Liability			\$288	\$348	\$190	\$141	\$375	\$456	\$247	\$182	\$394	\$478	\$258	\$188	\$464	\$563	\$301	\$219	\$521	\$635	\$338	\$246
	Minimum Liability with Comprehensive and Collision			\$914	\$1,154	\$576	\$406	\$1,347	\$1,721	\$846	\$591	\$1,128	\$1,422	\$711	\$500	\$1,709	\$2,183	\$1,068	\$744	\$1,720	\$2,189	\$1,077	\$753
	100/300/50 Liability with Comprehensive and Collision			\$946	\$1,190	\$602	\$429	\$1,393	\$1,772	\$878	\$618	\$1,174	\$1,474	\$743	\$529	\$1,754	\$2,235	\$1,105	\$775	\$1,771	\$2,247	\$1,118	\$786
1998 Chevrolet Cavalier LS 4D Sedan	Minimum Liability			\$337	\$406	\$226	\$168	\$441	\$533	\$291	\$215	\$457	\$555	\$303	\$224	\$539	\$655	\$355	\$260	\$611	\$742	\$398	\$289
	Minimum Liability with Comprehensive and Collision			\$590	\$730	\$383	\$275	\$835	\$1,046	\$535	\$381	\$758	\$941	\$488	\$351	\$1,046	\$1,314	\$667	\$475	\$1,098	\$1,372	\$698	\$496
	100/300/50 Liability with Comprehensive and Collision			\$632	\$775	\$415	\$304	\$888	\$1,107	\$576	\$417	\$812	\$1,002	\$530	\$387	\$1,106	\$1,382	\$712	\$514	\$1,163	\$1,449	\$746	\$538

