

SERFF Tracking Number: RSHL-125665549 State: Arkansas
Filing Company: Companion Property & Casualty State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 19.0 Personal Auto Sub-TOI: 19.0004 Other
Product Name: Utility Trailer Product
Project Name/Number: Initial Utility Trailer Form Filing/AR10012008UT-CPCIC

Filing at a Glance

Company: Companion Property & Casualty

Product Name: Utility Trailer Product

TOI: 19.0 Personal Auto

Sub-TOI: 19.0004 Other

Filing Type: Form

Effective Date Requested (New): 10/01/2008

Effective Date Requested (Renewal): 10/01/2008

SERFF Tr Num: RSHL-125665549 State: Arkansas

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Bill Hobbs

Date Submitted: 09/02/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Alexa Grissom, Betty Montesi, Llyweyia Rawlins

Disposition Date: 09/05/2008

Disposition Status: Approved

Effective Date (New): 10/01/2008

Effective Date (Renewal):

10/01/2008

State Filing Description:

General Information

Project Name: Initial Utility Trailer Form Filing

Project Number: AR10012008UT-CPCIC

Reference Organization:

Reference Title:

Filing Status Changed: 09/05/2008

State Status Changed: 09/02/2008

Corresponding Filing Tracking Number:

Filing Description:

This is a new program filing for personal lines. It is an initial filing for a Utility Trailer program for Companion Property and Casualty Insurance Company.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

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

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

Filing Company Information

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

SERFF Tracking Number: RSHL-125665549 State: Arkansas
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Companion Property & Casualty	\$50.00	09/02/2008	22233691

SERFF Tracking Number: RSHL-125665549 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/05/2008	09/05/2008

SERFF Tracking Number: *RSHL-125665549* *State:* *Arkansas*
Filing Company: *Companion Property & Casualty* *State Tracking Number:* *EFT \$50*
Company Tracking Number:
TOI: *19.0 Personal Auto* *Sub-TOI:* *19.0004 Other*
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Disposition

Disposition Date: 09/05/2008

Effective Date (New): 10/01/2008

Effective Date (Renewal): 10/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: RSHL-125665549 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authority - CPCIC	Approved	Yes
Supporting Document	Arkansas UT Cover Letter	Approved	Yes
Supporting Document	Arkansas UT Filing Memorandum	Approved	Yes
Supporting Document	Arkansas UT Forms List	Approved	Yes
Form	Policy Declarations - Utility Trailer	Approved	Yes
Form	Arkansas Fraud Statement	Approved	Yes
Form	OFAC Advisory Notice to Policyholders	Approved	Yes
Form	Additional Interest Endorsement	Approved	Yes
Form	Utility Trailer Policy	Approved	Yes
Form	Amendment of Policy Provisions - Arkansas	Approved	Yes
Form	Single Liability Limit	Approved	Yes
Form	Arkansas Notice	Approved	Yes
Form	UM Split Limits Coverage	Approved	Yes
Form	Arkansas Uninsured Motorists Coverage	Approved	Yes
Form	Arkansas Uninsured Motorists Coverage - Property Damage	Approved	Yes
Form	Emergency Expense Coverage	Approved	Yes
Form	Replacement Cost/Purchase Price Coverage	Approved	Yes
Form	Depreciation Buy-Back Coverage	Approved	Yes
Form	Consignment Coverage	Approved	Yes
Form	Arkansas Uninsured Motorists Selection Form	Approved	Yes
Form	Utility Trailer Policy - Business Usage	Approved	Yes
Form	Arkansas Changes	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Policy Declarations - Utility Trailer	DP 00 02 06 08	06 08	Declaration New s/Schedule		0.00	AR UT Dec Page.pdf
Approved	Arkansas Fraud Statement	IL N 016 09 03	09 03	Disclosure/ New Notice		25.20	IL N 016 09 03 (Fraud).pdf
Approved	OFAC Advisory Notice to Policyholders	IL P 001 01 04	01 04	Disclosure/ New Notice		45.00	IL P 001 01 04 (OFAC).pdf
Approved	Additional Interest Endorsement	MH 9000 06 08	06 08	Endorseme New nt/Amendm ent/Condi tions		45.10	MH 9000 06 08 (Addl Interest).pdf
Approved	Utility Trailer Policy	UT 00 01 02 08	02 08	Policy/CoveNew rage Form		50.40	UT 00 01 02 08 (Policy).pdf
Approved	Amendment of Policy Provisions - Arkansas	UT 01 77 08 08	08 08	Endorseme New nt/Amendm ent/Condi tions		52.30	UT 01 77 08 08 (Amendatory).pdf
Approved	Single Liability Limit	UT 03 09 06 08	06 08	Endorseme New nt/Amendm ent/Condi tions		45.20	UT 03 09 06 08 (Liab CSL).pdf
Approved	Arkansas Notice	UT 13 85AR 08 08	08 08	Disclosure/ New Notice		0.00	UT 13 85AR 08 08 (AR Notice).pdf
Approved	UM Split Limits Coverage	UT 21 07 06 08	06 08	Endorseme New nt/Amendm ent/Condi tions		44.40	UT 21 07 06 08 (UM Split Limits).pdf
Approved	Arkansas Uninsured	UT 21 08 08 08	08 08	Policy/CoveNew rage Form		43.10	UT 21 08 08 08 (CommI

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Approval	State	Policy/Code	Effective Date	Description	Amount	Attachment
				Motorists Coverage		UM).pdf
Approved	Arkansas	UT 21 66 08 08	08 08	Policy/Coverage New Uninsured Motorists Coverage - Property Damage	42.90	UT 21 66 08 08 (AR CommI UM PD).pdf
Approved	Arkansas	UT 9011 04 08	04 08	Policy/Coverage New Emergency Expense Coverage	53.30	UT 9011 04 08 (Emg Exp).pdf
Approved	Arkansas	UT 9024 02 08	02 08	Policy/Coverage New Replacement Cost/Purchase Price Coverage	51.20	UT 9024 02 08 (TLR).pdf
Approved	Arkansas	UT 9032 02 08	02 08	Policy/Coverage New Depreciation Buy-Back Coverage	42.20	UT 9032 02 08 (Deprec BuyBack).pdf
Approved	Arkansas	UT 9104 07 08	07 08	Policy/Coverage New Consignment Coverage	44.70	UT 9104 07 08 (Consignme nt).pdf
Approved	Arkansas	UT U 002 08 08	08 08	Election/Re New Uninsured Motorists Selection Form	0.00	UT U 002 08 08 (AR CommI UM Selection).pdf
Approved	Arkansas	UTB 00 0207 08	07 08	Policy/Coverage New Utility Trailer Policy - Business Usage	44.20	UTB 00 02 07 08 (UT Business Policy).pdf
Approved	Arkansas	UTB 01 6208 08	08 08	Endorseme New Changes	48.20	UTB 01 62 08 08 _CommI Changes_.pdf

POLICY DECLARATIONS

Policy Period Information Policy Number: XXX XXXXXXX-XX Policy Effective Date: XX/XX/XXXX Policy Expiration Date: XX/XX/XXXX 12:01 A.M. at the mailing address listed.	Insurance Company Information Companion Property & Casualty Insurance Company P.O. Box 100165 Columbia, SC 29202																																																																													
Named Insured and Mailing Address Information John Smith Mary Smith 1234 Insurance Lane Anytown, AR 58001 Insured Type: Individual	Agent Information XYZ Insurance Agency, Inc-XXXXXXX 1234 Main Street; Anytown, OH 44256 Phone: XXX-XXX-XXXX; Fax XXX-XXX-XXXX www.xyzinsuranceagency.com Any questions about your policy should be directed to the agent above. To report a claim call 1-800-123-4567																																																																													
Transaction Type: New business policy																																																																														
Driver Information: All regular operators of any insured vehicle listed in the Vehicle Information section should be listed below. If a regular operator is not listed below, contact your agent to have that driver added to your policy.																																																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Driver #</th> <th style="text-align: left;">Driver Name</th> <th style="text-align: left;">DOB</th> <th style="text-align: left;">Gender/Marital</th> <th style="text-align: left;">Drivers License #/State</th> <th style="text-align: left;">Operator Type</th> <th style="text-align: left;">Safety Course/CDL</th> </tr> </thead> <tbody> <tr><td>001</td><td>John Smith</td><td>8/19/1961</td><td>Male / Married</td><td>42-155GALDLD5 Arkansas</td><td>Regular</td><td>Yes / Yes</td></tr> <tr><td>002</td><td>Mary Smith</td><td>5/5/1969</td><td>Female / Married</td><td>42-155K5K5K22 Arkansas</td><td>Excluded</td><td>No / No</td></tr> <tr><td>003</td><td>Eric Smith</td><td>9/20/1975</td><td>Male / Single</td><td>42-155GALDLD5 Arkansas</td><td>Regular</td><td>No / Yes</td></tr> <tr><td>004</td><td>Jeff Smith</td><td>12/21/1973</td><td>Male / Married</td><td>42-155XEFCJA4 Arkansas</td><td>Occasional</td><td>No / No</td></tr> <tr><td>005</td><td>Mike Jones</td><td>9/1/1984</td><td>Male / Single</td><td>15-231HTRACD9 Arkansas</td><td>Occasional</td><td>No / No</td></tr> <tr><td>006</td><td>Mike Jones</td><td>9/1/1984</td><td>Male / Single</td><td>15-231HTRACD9 Arkansas</td><td>Occasional</td><td>No / No</td></tr> <tr><td>007</td><td>Mike Jones</td><td>9/1/1984</td><td>Male / Single</td><td>15-231HTRACD9 Arkansas</td><td>Occasional</td><td>No / No</td></tr> <tr><td>008</td><td>Mike Jones</td><td>9/1/1984</td><td>Male / Single</td><td>15-231HTRACD9 Arkansas</td><td>Occasional</td><td>No / No</td></tr> <tr><td>009</td><td>Mike Jones</td><td>9/1/1984</td><td>Male / Single</td><td>15-231HTRACD9 Arkansas</td><td>Occasional</td><td>No / No</td></tr> <tr><td>010</td><td>Mike Jones</td><td>9/1/1984</td><td>Male / Single</td><td>15-231HTRACD9 Arkansas</td><td>Occasional</td><td>No / No</td></tr> </tbody> </table>		Driver #	Driver Name	DOB	Gender/Marital	Drivers License #/State	Operator Type	Safety Course/CDL	001	John Smith	8/19/1961	Male / Married	42-155GALDLD5 Arkansas	Regular	Yes / Yes	002	Mary Smith	5/5/1969	Female / Married	42-155K5K5K22 Arkansas	Excluded	No / No	003	Eric Smith	9/20/1975	Male / Single	42-155GALDLD5 Arkansas	Regular	No / Yes	004	Jeff Smith	12/21/1973	Male / Married	42-155XEFCJA4 Arkansas	Occasional	No / No	005	Mike Jones	9/1/1984	Male / Single	15-231HTRACD9 Arkansas	Occasional	No / No	006	Mike Jones	9/1/1984	Male / Single	15-231HTRACD9 Arkansas	Occasional	No / No	007	Mike Jones	9/1/1984	Male / Single	15-231HTRACD9 Arkansas	Occasional	No / No	008	Mike Jones	9/1/1984	Male / Single	15-231HTRACD9 Arkansas	Occasional	No / No	009	Mike Jones	9/1/1984	Male / Single	15-231HTRACD9 Arkansas	Occasional	No / No	010	Mike Jones	9/1/1984	Male / Single	15-231HTRACD9 Arkansas	Occasional	No / No
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This Declaration Page is part of the policy identified by the policy number shown above. All coverages, terms and conditions are defined in the policy, including its amendments and endorsements.

Authorized Representative: William J. Hobbs

POLICY DECLARATIONS

Policy Period Information Policy Number: XXX XXXXXXX-XX Policy Effective Date: XX/XX/XXXX Policy Expiration Date: XX/XX/XXXX 12:01 A.M. at the mailing address listed.	Named Insured and Mailing Address Information John Smith Mary Smith 1234 Insurance Lane Anytown, AR 58001
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Additional Policy Interests			
Unit Number:	001	002	
Interest Type:	Loss Payee	Additional Insured	
Interest Name:	Key Bank, NA	John Smith	
Interest Street Address:	1234 Main Street Box 1295	789 West Avenue	
Interest City/State:	Anytown, AR	My Town, NY	
Interest Zip Code:	44256-2951	44321	
Unit Number:	001	002	
Interest Type:	Loss Payee	Additional Insured	
Interest Name:	Key Bank, NA	John Smith	
Interest Street Address:	1234 Main Street Box 1295	789 West Avenue	
Interest City/State:	Anytown, AR	My Town, NY	
Interest Zip Code:	44256-2951	44321	

Policy Forms and Endorsements: XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX XX XXXX XX XX	Policy Discounts and Surcharges: XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX
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COVERAGE DETAIL SECTION

Policy Level Coverages:			
Coverage	Limits of Liability	Deductible	Annual Premium
XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Unit Level Coverages:			
Unit #	Coverage	Limits of Liability	Annual Premium
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
		Totals:	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
XX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXX
		Totals:	XXXXXXXXXX

ARKANSAS FRAUD STATEMENT

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

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

ADDITIONAL INTEREST ENDORSEMENT

Vehicle #: _____
Additional Interest Name: _____
Additional Interest Address: _____
City, State and Zip: _____

Vehicle #: _____
Additional Interest Name: _____
Additional Interest Address: _____
City, State and Zip: _____

Vehicle #: _____
Additional Interest Name: _____
Additional Interest Address: _____
City, State and Zip: _____

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

1. We will pay damages for which the additional interest becomes legally responsible only if the damages arise out of acts or omissions of:

(a). you or any "family member"; or

(b). any other person using "your covered auto" with your permission.

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

3. This insurance shall be excess over any other valid insurance applicable to the additional interest.

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

UTILITY TRAILER POLICY

AGREEMENT

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

DEFINITIONS

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

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

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

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

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

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

C. "Business usage" means:

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

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

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

E. "Utility trailer" means a non-powered vehicle having a gross vehicle weight rating of less than 26,000 pounds as specified by the manufacturer and is designed to be pulled by another motorized vehicle. "Utility trailer" does not include the following:

1. Any "travel trailer", or
2. Any "tent-type camper", or
3. Any "semi-trailer".

F. "Your covered auto" means:

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

G. "Non-owned utility trailer" means a "utility trailer" which is not owned by you or registered to you, a "family member" or a non-resident spouse.

Note: For the purpose of this policy We will consider a "utility trailer" to be owned by you if leased to you for at least six (6) continuous months under a written lease.

H. "Travel trailer" means a vehicle of the trailer or vacation variety which is towed or carried by car or truck, that is designed or constructed so as to provide living quarters consisting of at least facilities for cooking and sleeping and is used principally for recreational purposes.

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

J. "Semi-trailer" means a trailer without a front axle and is normally equipped with legs that can be lowered to support it when it is uncoupled from a dolly or truck-tractor.

PART A – RESERVED FOR FUTURE USE

PART B – RESERVED FOR FUTURE USE

PART C – RESERVED FOR FUTURE USE

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to "your covered auto", including its permanently attached equipment, minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:

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

B. "Collision" means the upset of "your covered auto" or its impact with another vehicle or object.

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

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

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

C. Diminishing Deductible- Other Than Collision

For each consecutive twelve-month period in which you do not have a loss under other than "collision", the deductible shown on the Declarations page for other than "collision" for that "your covered auto", will be reduced by 25%. If you do not have a loss under other than "collision" for four consecutive twelve-month periods the deductible shown on the Declarations page for other than "collision" for that "your covered auto" will be reduced to zero.

After payment of a loss under other than "collision" the deductible shown on the Declarations page for other than "collision" for that "your covered auto" will be restored to its full amount for the next twelve-month period.

If you have a gap in coverage due to cancellation of your policy, or a lapse of your policy of more than thirty days, due to nonpayment of renewal premium, the accumulated benefits under Diminishing Deductible- Other Than Collision will reset and the full deductible will be restored for the next twelve-month period.

D. Diminishing Deductible- Collision

For each consecutive twelve-month period in which you do not have a loss under "collision", the deductible shown on the Declarations page for "collision" for that "your covered auto", will be reduced by 25%. If you do not have a loss under "collision" for four consecutive twelve-month periods the deductible shown on the Declarations page for "collision" for that "your covered auto" will be reduced to zero.

After payment of a loss under "collision" the deductible shown on the Declarations page for "collision" for that "your covered auto" will be restored to its full amount for the next twelve-month period.

If you have a gap in coverage due to cancellation of your policy, or a lapse of your policy of more than thirty days, due to nonpayment of renewal premium, the accumulated benefits under Diminishing Deductible- Other Than Collision will reset and the full deductible will be restored for the next twelve-month period.

EXCLUSIONS

We will not pay for:

1. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure;
 - d. Latent defect;
 - e. Weight of snow or ice;
 - f. Rust or corrosion;
 - g. Gradual deterioration;
 - h. Improper maintenance;
 - i. Gradual leakage of water;
 - j. Road damage to tires.

This Exclusion (1) does not apply if the damage results from the total theft of "your covered auto".

2. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.

3. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:

- a. Radios and stereos;
- b. Tape decks; or
- c. Compact disc players.

This Exclusion (3) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

- a. The equipment is permanently installed in "your covered auto" or
- b. The equipment is:
 - (1) Removable from a housing unit which is permanently installed in "your covered auto";

- (2) Designed to be solely operated by use of the power from "your covered auto's" electrical system; and

- (3) In or upon "your covered auto" at the time of loss.

4. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
 - a. Citizens band radios;
 - b. Telephones;
 - c. Two-way mobile radios;
 - d. Scanning monitor receivers;
 - e. Television monitor receivers;
 - f. Video cassette recorders;
 - g. Audio cassette recorders;
 - h. Personal computers;
 - i. Navigation systems;
 - j. Internet access systems; or
 - k. Video entertainment systems.

This Exclusion (4.) does not apply to:

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

5. Loss to tapes, records, discs or other media used with equipment described in Exclusions 3. and 4.

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

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

7. Loss to equipment designed or used for the detection or location of radar or laser.
8. Loss to "your covered auto" located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or

- b. Practicing or preparing for; any prearranged or organized racing or speed contest.
- 9. Loss to "your covered auto" that occurs while "your covered auto" is rented or leased to any organization, or any "insured" other than you.
- 10. Loss to "your covered auto" that occurs while it is in the custody of someone else for the purpose of selling, renting or leasing it.
- 11. Loss to "your covered auto" that occurs while it is used in any illegal activity.
- 12. Loss due to abandonment.
- 13. Loss due to vandalism or malicious mischief caused by, or at the order of, you, a "family member", or anyone in lawful custody of "your covered auto".
- 14. Loss to "your covered auto" or any part of it:
 - a. Due to its conversion, embezzlement or hiding by any person entrusted with custody of "your covered auto"; or
 - b. Resulting from losing "your covered auto" because of theft, fraud or trick committed by any person entrusted with custody or possession of "your covered auto".
- 15. Loss due to scorching, marring, scratching or breakage of internal equipment or furnishings (permanently attached or not). This exclusion will not apply to:
 - a. Breakage of glass that is permanently attached to "your covered auto"; or
 - b. Any such damage caused by intentional act, vandalism or riot.
- 16. Loss to "your covered auto" if "your covered auto" is used in "business usage".
- 17. Loss caused by the intentional act of, or at the direction of, you, a "family member" or a non-resident spouse.
- 18. Loss to awnings or cabanas that are not permanently attached to "your covered auto".
- 19. To "Non-Owned Utility Trailers", including temporary substitutes.
- 20. Loss to "your covered auto" due to "diminution in value". For the purposes of this exclusion, "diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental loss.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 - 1. Actual cash value of the stolen or damaged property; or

- 2. Amount necessary to repair or replace the property with other property of like kind and quality; or
- 3. Purchase Price stated in the Declarations.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- D. We will reimburse you for payment made, or indemnify you against liability you assumed through oral or written agreement, for fire department charges up to \$250 per run, where the department is called because of a fire in, on or exposing, "your covered auto".
- E. If "your covered auto" or the auto towing or pulling "your covered auto" is disabled, we will reimburse you for the actual payment made, up to \$500 for towing costs to the nearest qualified facility at which repairs can be made during normal business hours.

In addition, we will pay any labor costs if they are performed at the time and place of disablement. However, in no event will the total paid for a combination of towing, and labor resulting from the same occurrence, exceed \$500.

PAYMENT OF LOSS

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

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

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

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

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

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

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

APPRAISAL

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B.** We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E – DUTIES AFTER AN ACCIDENT OR LOSS

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

- A.** We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B.** A person seeking any coverage must:
1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.

3. Submit, as often as we reasonably require to examination under oath and subscribe the same.
4. Authorize us to obtain other pertinent records.
5. Submit a proof of loss when required by us.
6. Take reasonable steps after loss to protect "your covered auto" and its equipment from further loss. We will pay reasonable expenses incurred to do this.
7. Promptly notify the police if "your covered auto" is stolen.
8. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F – GENERAL PROVISIONS

BANKRUPTCY

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

CHANGES

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

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

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

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

FRAUD

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

LEGAL ACTION AGAINST US

A. No legal action may be brought against us until there has been full compliance with all the terms of this policy.

OUR RIGHT TO RECOVER PAYMENT

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

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

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

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

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

POLICY PERIOD AND TERRITORY

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

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

B. The policy territory is:

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

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

TERMINATION

A. Cancellation

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

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

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

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

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

- a. For nonpayment of premium; or

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

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

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

has been suspended or revoked. This must have occurred:

- (1) During the policy period; or

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

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

B. Nonrenewal

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

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

C. Automatic Termination

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

D. Other Termination Provisions

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

2. If this policy is cancelled by you for any reason, including your non-payment of premium, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro-rata unearned premium. If you cancel for any reason, including your non-payment of premium, we will refund you 90% of the pro-rata unearned premium. However, making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.
4. If you request a cancellation of the policy effective on the policy's effective date, a cancellation fee may apply.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B. Coverage will only be provided until the end of the policy period.



Vivian B. Gray, Secretary



Charles M. Potok, President

TWO OR MORE AUTO POLICIES

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

LOSS PAYABLE CLAUSE

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS – ARKANSAS

I. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

- A. The **Payment Of Loss** Provision is replaced by the following:

PAYMENT OF LOSS

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

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

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

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

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

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

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

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

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

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

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

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

II. Part F – General Provisions

Part F is amended as follows:

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

OUR RIGHT TO RECOVER PAYMENT

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

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

TERMINATION

Cancellation

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

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

- b. At least 20 days notice in all other cases.
- 3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

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

Nonrenewal

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

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

Automatic Termination

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

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

Other Termination Provisions

- 1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 100% of the pro rata unearned premium.
 Making or offering to make the refund is not a condition of cancellation.
- 3. The effective date of cancellation stated in the notice shall become the end of the policy period.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SINGLE LIABILITY LIMIT

SCHEDULE

Liability Coverage	\$ _____ each accident
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Paragraph **A.** of the **Limit Of Liability** Provision in Part **A** is replaced by the following:

LIMIT OF LIABILITY

The limit of liability shown in the Schedule or in the Declarations for Liability Coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. "Insureds";
2. Claims made;

3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate minimum limits required by law for bodily injury and property damage liability. However, this Provision will not change our total limit of liability.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS NOTICE

The following statement is added to the policy:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT UNINSURED MOTORISTS COVERAGE LIMITS

This endorsement modifies insurance provided under the following:

UNINSURED MOTORISTS COVERAGE

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

SCHEDULE

"Bodily Injury"	\$	Each Person
	\$	Each "Accident"
"Property Damage"	\$	Each "Accident"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Paragraph 1. of LIMIT OF INSURANCE is replaced by the following:

1. Regardless of the number of "your covered autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the limit of insurance is as follows:
 - a. The most we will pay for all damages resulting from "bodily injury" to any one person caused by any one "accident", including all damages claimed by any person or organization for care, loss of services or death resulting from the "bodily injury", is the limit of "Bodily Injury" shown in the Schedule for each person.
 - b. Subject to the limit for each person, the most we will pay for all damages resulting from "bodily injury" caused by any one "accident" is the limit of "Bodily Injury" shown in the Schedule for each "accident".
 - c. If coverage for "property damage" is provided by this insurance, the most we will pay for all damages resulting from "property damage" caused by any one "accident" is the limit of "Property Damage" shown in the Schedule for each "accident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS UNINSURED MOTORISTS COVERAGE

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Limit Of Insurance \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
 - a. The Named Insured and any "family members".
 - b. Anyone else "occupying" a "your covered auto" or a temporary substitute for a "your covered auto". The "your covered auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
 - a. Anyone "occupying" a "your covered auto" or a temporary substitute for a "your covered auto". The "your covered auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
 - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
 - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a "your covered auto" for Uninsured Motorists Coverage under this Coverage Form.
 - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a "your covered auto" for Uninsured Motorists Coverage under this Coverage Form; or

- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
 5. Punitive or exemplary damages that are imposed by a court of law to:
 - a. Punish a wrongdoer; and
 - b. Deter others from similar conduct.
 6. "Bodily injury" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limit Of Insurance

1. Regardless of the number of "your covered autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

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

E. Changes In Part E – Utility Trailer Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. The Other Insurance condition is replaced by the following:

Other Insurance

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
 - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:

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

3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following condition is added:

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

F. Additional Definitions

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
- 2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a "your covered auto" is principally garaged;
- b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a "your covered auto" or a vehicle an "insured" is "occupying".

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

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- (2) Owned by a governmental unit or agency; or
- (3) Designed for use mainly off public roads while not on public roads.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS UNINSURED MOTORISTS COVERAGE – PROPERTY DAMAGE

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Property Damage: \$	Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as damages from the owner or operator of an "uninsured motor vehicle". The damages must result from "property damage" caused by an "accident" arising out of actual physical contact with a "your covered auto". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

B. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer of property.
3. Property contained in the "your covered auto".
4. "Property damage" to any motor vehicle owned by you or any "family member" which is not a "your covered auto".
5. The first \$200 of the amount of "property damage" to a "your covered auto" as a result of any one "accident". However, this exclusion does not apply if:
 - a. "Your covered auto" is insured for collision coverage under this policy, and
 - b. The operator of the vehicle causing the "accident" has been positively identified and is solely at fault.
6. "Property damage" arising directly or indirectly out of:
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

C. Limit Of Insurance

1. Regardless of the number of "your covered autos", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage – Property Damage shown in the Schedule.
2. Any amount payable under this insurance shall be reduced by all sums paid by or for anyone who is legally responsible.
3. We will not pay for any "property damage" which is paid or payable under Physical Damage Coverage.

D. Changes In Part E- Conditions

The Conditions are changed for Arkansas Uninsured Motorists Coverage – Property Damage as follows:

1. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:
 - a. Promptly send us copies of the legal papers if a "suit" is brought.
 - b. Provide us with the name and address of the owner or driver of the "uninsured motor vehicle".
2. The following Conditions are added:

REIMBURSEMENT AND TRUST

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

E. Additional Definitions

As used in this endorsement:

1. "Property damage" means injury to or destruction of a "your covered auto" including its loss of use.
 2. "Uninsured motor vehicle" means a land motor vehicle or trailer:
 - a. For which no liability bond or policy at the time of an "accident" provides at least the amount required for "property damage" liability by the Arkansas Financial Responsibility Law; or
 - b. For which an insuring or bonding company denies coverage or is or becomes insolvent.
 - c. Which is a hit-and-run vehicle and neither the driver nor owner can be identified.
- However, "uninsured motor vehicle" does not include any vehicle:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and can not provide the amounts required by that motor vehicle law.
 - b. Owned by a governmental unit or agency.
 - c. Designed for use mainly off public roads while not on public roads.

EMERGENCY EXPENSE COVERAGE- UTILITY TRAILER

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

EMERGENCY EXPENSE COVERAGE

DEFINITIONS

- A. "Livestock" means cattle, sheep, swine, goats, horses, mules, donkeys and any other four-legged mammals.
- B. "Boarding" means providing food, shelter and other reasonable expenses associated with that food and shelter for "livestock".

INSURING AGREEMENT

- A. If you pay us a premium for Emergency Expense Coverage as shown on the Declarations page and:
 - 1. You have a covered loss of or damage to "your covered auto" or you incur a mechanical or electrical breakdown of "your covered auto"; and
 - 2. "Your covered auto" is more than fifty (50) miles from the garaging location in our files; and
 - 3. "Your covered auto" is not available for use for a period of at least twenty-four (24) hours because of the loss, damage or breakdown.

We will pay emergency expenses for:

- 1. Reasonable temporary living facilities; and
- 2. Transportation back to your residence; and
- 3. The cost of returning "your covered auto" to the garaging location in our files for repair, but only if we have not declared it a total loss. This only applies if you elect not to have "your covered auto" repaired at a facility near where the covered loss, damage or breakdown occurred; and
- 4. The cost of transporting any "livestock" to a location for emergency "boarding"; and
- 5. The cost of "boarding" any "livestock".

EXCLUSIONS

We will not pay for:

- 1. The cost to return "your covered auto" to any location after it has been repaired.

CONDITIONS

- A. The payment for any loss will not exceed the Limit of Liability shown in the Declarations for this coverage.
 - 1. Subject to the Limit of Liability, we will not pay more than \$50 per head of "livestock" per day for "boarding".
- B. You must give us receipts for any emergency expenses.
- C. If there is a theft of "your covered auto" we will pay only for expenses incurred from forty eight (48) hours after the theft until the earlier of:
 - 1. When "your covered auto" is returned to the garaging location in our files; or
 - 2. Thirty (30) days after the theft; or
 - 3. When the Limit of Liability shown in the Declarations has been paid.
- D. No deductible applies to this coverage.

TOTAL LOSS COVERAGE/PURCHASE PRICE COVERAGE

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

SCHEDULE

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

SECTION A- TOTAL LOSS COVERAGE

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

DEFINITIONS

As used in this subsection:

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

- G. "Purchase Price" is the dollar amount shown as the purchase price in the Schedule. It should represent the original cost of "your covered auto", including any sales tax. If you have made any modifications that are a permanent part of "your covered auto", the cost of those modifications should be included in the "purchase price" as well.
- H. "Replacement Utility Trailer" means a "utility trailer" that has never been registered and that is a replacement for the "your covered auto" that has been declared a "total loss".
- I. "Total loss" means a loss for which the cost of repairs (including parts and labor) exceeds the actual cash value of "your covered auto" at the time of loss.

INSURING AGREEMENT

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

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

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

Upon delivery of the "replacement utility trailer", we will remit payment as follows:

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

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

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

E. Delivery of the "replacement utility trailer" must occur within one hundred eighty (180) days from the date we make payment to you of the actual cash value under **C** above. If you do not obtain a "replacement utility trailer" within one hundred eighty days (180), our payment will be limited to the actual cash value or "purchase price" of "your covered auto" at the time of loss, whichever is less, less any applicable deductible.

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

SECTION B- PURCHASE PRICE COVERAGE

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

DEFINITIONS

As used in this subsection:

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

INSURING AGREEMENT

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

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

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

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

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

DEPRECIATION BUY-BACK COVERAGE

If you pay a premium for Depreciation Buy-Back Coverage as shown in the Declarations, PART D- LIMIT OF LIABILITY is replaced by the following.

LIMIT OF LIABILITY

- A.** Our limit of liability for loss will be the lesser of the:
1. Amount necessary to repair or replace the property with other property of like kind and quality; or
 2. Purchase Price stated in the Declarations.
- B.** We will reimburse you for payment made, or indemnify you against liability you assumed through oral or written agreement, for fire department charges up to \$250 per run, where the department is called because of a fire in, on or exposing, "your covered auto".
- C.** If "your covered auto" or the auto towing or pulling "your covered auto" is disabled, we will reimburse you for the actual payment made, up to \$500 for towing costs to the nearest qualified facility at which repairs can be made during normal business hours.
- In addition, we will pay any labor costs if they are performed at the time and place of disablement. However, in no event will the total paid for a combination of towing, and labor resulting from the same occurrence, exceed \$500.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSIGNMENT COVERAGE

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

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

Exclusion #10 is replaced by the following:

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

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

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

Policy Number:	Policy Effective Date:
Company:	Producer:
Applicant/Named Insured:	

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

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

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

Uninsured Motorists Coverages

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

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

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

Please indicate your choice from **A.**, **B.** or **C.** as follows:

A. Selection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage

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

Please indicate your choice by initialing next to the appropriate item(s) in 1. OR 2. and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage and Property Damage Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials) _____	<p>1. I select Bodily Injury Uninsured Motorists Coverage at limit(s) equal to the minimum limits required by Arkansas law AND Property Damage Uninsured Motorists Coverage as indicated below. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law.</p> <p>(Choose either the Split Limits option or the Combined Single Limit option:)</p>			
(Initials) _____	<p>Split Limits Bodily Injury And Property Damage</p> <p>\$ 25,000/50,000/25,000</p>	<p>OR</p>	<p>(Initials) N/A</p>	<p>Combined Single Limit</p> <p>\$ 75,000</p>

OR

(Initials) _____	<p>2. I select Bodily Injury Uninsured Motorists AND Property Damage Uninsured Motorists Coverage at the following limit(s):</p> <p>(Choose one Split Limits Bodily Injury option AND one Property Damage limit option, OR one Combined Single Limit option from the following:)</p>					
(Initials) _____	<p>Split Limits Bodily Injury</p> <p>\$ 50,000/100,000</p> <p>100,000/300,000</p> <p>250,000/500,000</p>	<p>(Initials) _____</p>	<p>Property Damage</p> <p>\$ 25,000</p> <p>50,000</p> <p>100,000</p>	<p>OR</p>	<p>(Initials) _____</p>	<p>Combined Single Limit</p> <p>\$ 300,000</p> <p>500,000</p>
<p>_____ Signature Of Applicant/Named Insured</p>			<p>_____ Date</p>			

B. Rejection Of Property Damage Uninsured Motorists Coverage AND Selection Of ONLY Bodily Injury Uninsured Motorists Coverage

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

Please indicate your choice by initialing next to the appropriate item(s) in 1. OR 2. and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials) _____	<p>1. I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at limits equal to the minimum limits required by Arkansas law. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law.</p> <p>(Choose either the Split Limits Bodily Injury option or the Combined Single Limit option from the following:)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">(Initials) _____</td> <td style="width: 25%; border: none; text-align: center;">Split Limits Bodily Injury</td> <td style="width: 10%; border: none; text-align: center;">OR</td> <td style="width: 25%; border: none;">(Initials) _____</td> <td style="width: 15%; border: none; text-align: center;">Combined Single Limit</td> </tr> <tr> <td style="border: none;">\$</td> <td style="border: none; text-align: center;">25,000/50,000</td> <td style="border: none;"></td> <td style="border: none; text-align: center;">N/A</td> <td style="border: none; text-align: center;">\$ 50,000</td> </tr> </table>	(Initials) _____	Split Limits Bodily Injury	OR	(Initials) _____	Combined Single Limit	\$	25,000/50,000		N/A	\$ 50,000										
(Initials) _____	Split Limits Bodily Injury	OR	(Initials) _____	Combined Single Limit																	
\$	25,000/50,000		N/A	\$ 50,000																	
OR																					
(Initials) _____	<p>2. I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at the following limit(s):</p> <p>(Choose one Split Limits Bodily Injury option OR one Combined Single Limit option from the following:)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">(Initials) _____</td> <td style="width: 25%; border: none; text-align: center;">Split Limits Bodily Injury</td> <td style="width: 10%; border: none; text-align: center;">OR</td> <td style="width: 25%; border: none;">(Initials) _____</td> <td style="width: 15%; border: none; text-align: center;">Combined Single Limit</td> </tr> <tr> <td style="border: none;">\$</td> <td style="border: none; text-align: center;">50,000/100,000</td> <td style="border: none;"></td> <td style="border: none;">\$</td> <td style="border: none; text-align: center;">300,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: center;">100,000/300,000</td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none; text-align: center;">500,000</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: center;">250,000/500,000</td> <td style="border: none;"></td> <td style="border: none;"></td> <td style="border: none;"></td> </tr> </table>	(Initials) _____	Split Limits Bodily Injury	OR	(Initials) _____	Combined Single Limit	\$	50,000/100,000		\$	300,000		100,000/300,000			500,000		250,000/500,000			
(Initials) _____	Split Limits Bodily Injury	OR	(Initials) _____	Combined Single Limit																	
\$	50,000/100,000		\$	300,000																	
	100,000/300,000			500,000																	
	250,000/500,000																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none;">_____</td> <td style="width: 30%; border: none;">_____</td> </tr> <tr> <td style="border: none; text-align: center;">Signature Of Applicant/Named Insured</td> <td style="border: none; text-align: center;">Date</td> </tr> </table>		_____	_____	Signature Of Applicant/Named Insured	Date																
_____	_____																				
Signature Of Applicant/Named Insured	Date																				

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

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

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

UTILITY TRAILER POLICY-BUSINESS USAGE

AGREEMENT

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

DEFINITIONS

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

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

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

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

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

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

C. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

D. "Auto" means:

1. A land motor vehicle, trailer or "semi-trailer" designed for travel on public roads; or
2. Any other land motor vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

E. "Bodily Injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

F. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from "your covered auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon "your covered auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto "your covered auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from "your covered auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of "your covered auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment mounted on "your covered auto" such as:

- (a)** Cherry pickers and similar devices mounted on "your covered auto" and used to raise or lower workers; and
- (b)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

Paragraphs **b.** and **c.** above do not apply to accidents that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon "your covered auto" if:

- (1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of "your covered auto"; and
- (2)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

G. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Non-owned utility trailer" means a "utility trailer" which is not owned by you or registered to you, a "family member" or a non-resident spouse.

Note: For the purpose of this policy We will consider a "utility trailer" to be owned by you if leased to you for at least six (6) continuous months under a written lease.

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property Damage" means damage to or loss of use of tangible property.

N. "Semi-trailer" means a trailer without a front axle and is normally equipped with legs that can be lowered to support it when it is uncoupled from a dolly or truck-tractor.

O. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a.** An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

P. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

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

R. "Travel trailer" means a vehicle of the trailer or vacation variety which is towed or carried by car or truck, that is designed or constructed so as to provide living quarters consisting of at least facilities for cooking and sleeping and is used principally for recreational purposes.

S. "Utility trailer" means a non-powered vehicle having a gross vehicle weight rating of less than 26,000 pounds as specified by the manufacturer and is designed to be pulled by another motorized vehicle. "Utility trailer" does not include the following:

- 1. Any "travel trailer", or
- 2. Any "tent-type camper", or
- 3. Any "semi-trailer".

T. "Your covered auto" means:

- 1. Any "utility trailer" shown in the Declarations.

2. Any "utility trailer" you replace it with, but only if you notify us within thirty (30) days of such replacement. If you wait longer than thirty (30) days to tell us, you will not be covered under

this policy until 12:01 a.m. on the day following postmark on your notice to Us. Insurance on the original "utility trailer" ends when you acquire possession of the replacement.

PART A – LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include pre-judgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
 1. If You are an individual, You or any "family member" for the ownership, maintenance or use of "your covered auto".
 2. Anyone else while using with your permission "your covered auto" except:
 - a. Your "employee" if "your covered auto" is owned by that "employee" or a member of his or her household.
 - b. Someone using "your covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - c. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from "your covered auto".
 3. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.

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

EXCLUSIONS

- A. We do not provide Liability Coverage for any "insured":
 1. Who intentionally causes "bodily injury" or "property damage".
 2. For "property damage" to property owned or being transported by that "insured".
 3. For "property damage" to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of;that "insured".

This Exclusion (A.3.) does not apply to "property damage" to a residence or private garage.
 4. For "bodily injury" to:
 - a. An employee of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
 - b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this Coverage Part, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. For any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.
6. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion **(A.6.)** does not apply to a share-the-expense car pool.
7. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion **(A.7.)** does not apply to the ownership, maintenance or use of "your covered auto" by:

- a. You;
 - b. Any "family member"; or
 - c. Any partner, agent or employee of you or any "family member".
8. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.8.)** does not apply to a "family member" using "your covered auto" which is owned by you.
 9. For "bodily injury" or "property damage" for which that "insured":
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

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

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

c. Nuclear Insurance Association of Canada.

10. While "your covered auto" is rented or leased to any organization, or any "insured" other than you.
11. Who causes "bodily injury" to you, a "family member" or an "insured".
12. While using any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing or speed contest.
13. For "bodily injury" or "property damage" resulting from the handling of property:
 - a. Before it is moved from the place where it is accepted by the "insured" for movement onto "your covered auto"; or
 - b. After it is moved from "your covered auto" to the place where it is finally delivered by the "insured".
14. For "bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to "your covered auto".
15. For "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, "your covered auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon "your covered auto";
 - b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto "your covered auto"; or
 - c. After the "pollutants" or any property in which the "pollutants" are contained are moved from "your covered auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of "your covered auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment mounted on "your covered auto" such as:
 - (a) Cherry pickers and similar devices mounted on "your covered auto" and used to raise or lower workers; and
 - (b) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

Paragraphs **b.** and **c.** above of this exclusion do not apply to accidents that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon "your covered auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of "your covered auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

16. For "bodily injury" or "property damage" arising directly or indirectly out of:
- a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

LIMIT OF LIABILITY

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

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

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

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

OUT OF STATE COVERAGE

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

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

FINANCIAL RESPONSIBILITY

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

OTHER INSURANCE

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

PART B – MEDICAL PAYMENTS COVERAGE

DEFINITIONS

As used in this coverage part:

- A. "Occupying" means in, upon, getting in, on, out or off.

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred for services rendered within three years from the date of the "accident".

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

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

EXCLUSIONS

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

1. Sustained by you or any "family member" while "occupying" or struck by any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
2. Sustained by any "family member" while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

However, this Exclusion (2.) does not apply to you.

3. To your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this coverage part, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
4. To an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
5. To anyone while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (5.) does not apply to a "family member" using "your covered auto" which is owned by you.
6. Arising directly or indirectly out of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War, including undeclared or civil war;
 - c. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - d. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
8. Sustained while "occupying" any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;any prearranged or organized racing or speed contest.

9. Sustained while involved in a felony or any illegal activity.
10. If the "insured" is entitled to receive similar benefits from the United States government or its military services.
11. While "your covered auto" is rented or leased to any organization, or any "insured" other than you.
12. Sustained by an "insured" while "occupying" a vehicle located for use as a premises.

LIMIT OF LIABILITY

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

4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **C** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

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

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** of this policy.

PART C – RESERVED FOR FUTURE USE

PART D – COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A.** We will pay for direct and accidental loss to "your covered auto", including its permanently attached equipment, minus any applicable deductible shown in the Declarations. We will pay for loss to "your covered auto" caused by:
1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
- B.** "Collision" means the upset of "your covered auto" or its impact with another vehicle or object. Loss caused by the following is considered other than "collision":
1. Missiles or falling objects;
 2. Fire;
 3. Theft or larceny;
 4. Explosion or earthquake;
 5. Windstorm;
 6. Hail, water or flood;
 7. Malicious mischief or vandalism;
 8. Riot or civil commotion;
 9. Contact with bird or animal; or
 10. Breakage of glass.

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

C. Diminishing Deductible- Other Than Collision

For each consecutive twelve-month period in which you do not have a loss under other than "collision", the deductible shown on the Declarations page for other than "collision" for that "your covered auto", will be reduced by 25%. If you do not have a loss under other than "collision" for four consecutive twelve-month periods the deductible shown on the Declarations page for other than "collision" for that "your covered auto" will be reduced to zero.

After payment of a loss under other than "collision" the deductible shown on the Declarations page for other than "collision" for that "your covered auto" will be restored to its full amount for the next twelve-month period.

If you have a gap in coverage due to cancellation of your policy, or a lapse of your policy of more than thirty days, due to nonpayment of renewal premium, the accumulated benefits under Diminishing Deductible- Other Than Collision will reset and the full deductible will be restored for the next twelve-month period.

D. Diminishing Deductible- Collision

For each consecutive twelve-month period in which you do not have a loss under "collision", the deductible shown on the Declarations page for "collision" for that "your covered auto", will be reduced by 25%. If you do not have a loss under "collision" for four consecutive twelve-month periods the deductible shown on the Declarations page for "collision" for that "your covered auto" will be reduced to zero.

After payment of a loss under "collision" the deductible shown on the Declarations page for "collision" for that "your covered auto" will be restored to its full amount for the next twelve-month period.

If you have a gap in coverage due to cancellation of your policy, or a lapse of your policy of more than thirty days, due to nonpayment of renewal premium, the accumulated benefits under Diminishing Deductible- Other Than Collision will reset and the full deductible will be restored for the next twelve-month period.

EXCLUSIONS

We will not pay for:

1. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure;
 - d. Latent defect;
 - e. Weight of snow or ice;
 - f. Rust or corrosion;
 - g. Gradual deterioration;
 - h. Improper maintenance;
 - i. Gradual leakage of water;
 - j. Road damage to tires.

This Exclusion (1) does not apply if the damage results from the total theft of "your covered auto".

2. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.

3. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:

- a. Radios and stereos;
- b. Tape decks; or
- c. Compact disc players.

This Exclusion (3.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:

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

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

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

This Exclusion (4.) does not apply to:

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

5. Loss to tapes, records, discs or other media used with equipment described in Exclusions 3. and 4.
6. A total loss to "your covered auto" due to destruction or confiscation by governmental or civil authorities.
This Exclusion (6.) does not apply to the interests of Loss Payees in "your covered auto".
7. Loss to equipment designed or used for the detection or location of radar or laser.
8. Loss to "your covered auto" located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing or speed contest.
9. Loss to "your covered auto" that occurs while "your covered auto" is rented or leased to any organization, or any "insured" other than you.
10. Loss to "your covered auto" that occurs while it is in the custody of someone else for the purpose of selling, renting or leasing it.
11. Loss to "your covered auto" that occurs while it is used in any illegal activity.
12. Loss due to abandonment.
13. Loss due to vandalism or malicious mischief caused by, or at the order of, you, a "family member", or anyone in lawful custody of "your covered auto".
14. Loss to "your covered auto" or any part of it:
 - a. Due to its conversion, embezzlement or hiding by any person entrusted with custody of "your covered auto"; or
 - b. Resulting from losing "your covered auto" because of theft, fraud or trick committed by any person entrusted with custody or possession of "your covered auto".
15. Loss due to scorching, marring, scratching or breakage of internal equipment or furnishings (permanently attached or not). This exclusion will not apply to:
 - a. Breakage of glass that is permanently attached to "your covered auto"; or
 - b. Any such damage caused by intentional act, vandalism or riot.
16. Loss caused by the intentional act of, or at the direction of, you, a "family member" or a non-resident spouse.
17. Loss to awnings or cabanas that are not permanently attached to "your covered auto".
18. To "Non-Owned Utility Trailers", including temporary substitutes.

19. Loss to "your covered auto" due to "diminution in value". For the purposes of this exclusion, "diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental loss.

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
 1. Actual cash value of the stolen or damaged property; or
 2. Amount necessary to repair or replace the property with other property of like kind and quality; or
 3. Purchase Price stated in the Declarations.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- D. We will reimburse you for payment made, or indemnify you against liability you assumed through oral or written agreement, for fire department charges up to \$250 per run, where the department is called because of a fire in, on or exposing, "your covered auto".
- E. If "your covered auto" or the auto towing or pulling "your covered auto" is disabled, we will reimburse you for the actual payment made, up to \$500 for towing costs to the nearest qualified facility at which repairs can be made during normal business hours.

In addition, we will pay any labor costs if they are performed at the time and place of disablement.

However, in no event will the total paid for a combination of towing and labor expenses arising out of the same occurrence exceed \$500.

PAYMENT OF LOSS

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

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

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

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

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

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

NO BENEFIT TO BAILEE

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

PART E – UTILITY TRAILER CONDITIONS

A. Loss Conditions

1. Appraisal for Physical Damage Loss

If we and you do not agree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and the amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties in the Event of Accident, Claim, Suit or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is a "loss" to a "your covered auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the "your covered auto" or any of its equipment is stolen.

- (2) Take all reasonable steps to protect the "your covered auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

- (3) Permit us to inspect the "your covered auto" and records proving the "loss" before its repair or disposition.

- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this policy until:

- a. There has been full compliance with all the terms of this policy; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this policy.

2. Concealment, Misrepresentation Or Fraud

This policy is void in any case of fraud by you at any time as it relates to this policy. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This policy;
- b. The "your covered auto";
- c. Your interest in the "your covered auto"; or
- d. A claim under this policy.

3. Changes

a. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.

b. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:

- (1) The number, type or use classification of insured vehicles;
- (2) Operators using insured vehicles;
- (3) The place of principal garaging of insured vehicles;
- (4) Coverage, deductibles or limits;
- (5) Eligibility for discounts.

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

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

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

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Policy Period, Coverage Territory

Under this policy, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and

We also cover "loss" to, or "accidents" involving, a "your covered auto" while being transported between any of these places.

6. Two Or More Coverage Forms Or Policies Issued by Us

If this policy and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the policies or Coverage Forms shall not exceed the highest applicable Limit of Insurance under any one policy or Coverage Form. This condition does not apply to any policy or Coverage Form issued by us or an affiliated company specifically to apply as excess insurance over this policy.

7. Loss Payable Clause

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

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

8. Transfer Of Your Rights And Duties Under This Policy

a. Your rights and duties under this policy may not be assigned without our written consent. However, if an individual named insured shown in the Declarations dies, coverage will be provided for:

- (1) The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
- (2) The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".

b. Coverage will only be provided until the end of the policy period.

9. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

10. Termination

a. Cancellation

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

- (1) The named insured shown in the Declarations may cancel by:
 - (a) Returning this policy to us; or
 - (b) Giving us advance written notice of the date cancellation is to take effect.
- (2) We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - (a) At least 10 days notice:
 - (i) if cancellation is for nonpayment of premium; or
 - (ii) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - (b) At least 20 days notice in all other cases.

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

- (a) For nonpayment of premium; or
- (b) If your driver's license or that of:
 - (i) Any driver who lives with you; or
 - (ii) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (i) During the policy period; or
 - (ii) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
- (c) If the policy was obtained through material misrepresentation.

b. Nonrenewal

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

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

c. Automatic Termination

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

d. Other Termination Provisions

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

(2) If this policy is cancelled by you for any reason, including your non-payment of premium, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro-rata unearned premium. If you cancel for any reason, including your non-payment of premium, we will refund you 100% of the pro-rata unearned premium. However, making or offering to make the refund is not a condition of cancellation.

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

(4) If you request a cancellation of the policy effective on the policy's effective date, a cancellation fee may apply.



Vivian B. Gray, Secretary



Charles M. Potok, President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

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

For a "your covered auto" licensed or principally garaged in Arkansas, the Utility Trailer Policy is changed as follows:

A. CHANGES IN PART D- COVERAGE FOR DAMAGE TO YOUR AUTO

The **LIMIT OF LIABILITY** provision is changed by adding the following:

Physical Damage Coverage is changed as follows:

If collision coverage, comprehensive coverage or specified causes of loss coverage is provided by this Coverage Form on at least one "your covered auto", then a temporary substitute vehicle is also a "your covered auto". A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a "your covered auto" you own that is out of service because of its:

1. Breakdown;
2. Repair; or
3. Servicing.

B. PART E- UTILITY TRAILER CONDITIONS is changed as follows:

1. The APPRAISAL FOR PHYSICAL DAMAGE LOSS condition is replaced by the following:

If you and we disagree on the amount of "loss", either party may make a written request for an appraisal of the "loss". However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

An appraisal decision will not be binding on either party.

2. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" or damage sustained.

3. The following condition is added to the Loss Conditions in Part E:

5. Other Insurance

- a. For any "your covered auto" you own, this Coverage Form provides primary insurance. For any "your covered auto" you don't own that is a temporary substitute, the insurance provided by this Coverage Form is primary. A temporary substitute vehicle means any "auto" you do not own which is provided for your use with the permission of its owner as a temporary substitute for a "your covered auto" you own that is out of service because of its:

- (1) Breakdown;
- (2) Repair; or
- (3) Servicing.

- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

c. When the following applies:

- (1) This Coverage Form and any other Coverage Form or policy providing liability, physical damage, uninsured and underinsured motorists coverage apply to an "auto" in a given "accident"; and

(2) The other Coverage Form provides coverage to an "insured" who:

(a) Is engaged in the business of providing primarily private passenger vehicles to the public under a rental agreement for a period not to exceed 90 days and rents or leases the "auto" to an individual; or

(b) Is a duly licensed automobile dealer loaning an "auto" as a temporary replacement to a person whose "auto" is out of use because of its breakdown, repair or servicing; or

(c) Is a duly licensed automobile dealer and loans the "auto" out for use as a demonstrator "auto"; and

(3) This Coverage Form provides coverage to a person who is not working for, and not employed by, a business described in Paragraph (2)(a), (2)(b) or (2)(c) above, and who, at the time of the "accident", is operating an "auto" provided by a business described in Paragraph (2)(a), (2)(b) or (2)(c) above;

then this Coverage Form is primary and the other Coverage Form is excess over any coverage available to the person described in Paragraph 5.c.(3).

4. The following is added to Paragraph 10.d. of the General Conditions in Part E:

(5) We will retain no less than \$50 of the premium in the event of a cancellation.

5. Paragraph 10.a.(3) of the General Conditions in Part E is replaced by the following:

(3) Cancellation of Policies In Effect More Than 60 Days

(a) If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

(i) Nonpayment of premium;

(ii) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;

(iii) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

(iv) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

(v) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(vi) A material violation of a material provision of the policy.

(b) If we cancel for:

(i) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;

(ii) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

6. Paragraph **10.b.** of the Termination general condition is replaced by the following:

b. Nonrenewal

(1) If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:

(a) Its expiration date; or

(b) Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph **(1)** do not apply to any mortgageholder.

(2) We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

SERFF Tracking Number: *RSHL-125665549* *State:* *Arkansas*
Filing Company: *Companion Property & Casualty* *State Tracking Number:* *EFT \$50*
Company Tracking Number:
TOI: *19.0 Personal Auto* *Sub-TOI:* *19.0004 Other*
Product Name: *Utility Trailer Product*
Project Name/Number: *Initial Utility Trailer Form Filing/AR10012008UT-CPCIC*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: RSHL-125665549 State: Arkansas
Filing Company: Companion Property & Casualty State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 19.0 Personal Auto Sub-TOI: 19.0004 Other
Product Name: Utility Trailer Product
Project Name/Number: Initial Utility Trailer Form Filing/AR10012008UT-CPCIC

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/05/2008

Comments:

Attachment:

AR Transmittal Form - UT Forms.pdf

Satisfied -Name: Letter of Authority - CPCIC **Review Status:** Approved 09/05/2008

Comments:

Attachment:

Letter of Authority_2008.pdf

Satisfied -Name: Arkansas UT Cover Letter **Review Status:** Approved 09/05/2008

Comments:

Attachment:

AR UT Cover Letter_08 27 2008 - CPCIC Forms.pdf

Satisfied -Name: Arkansas UT Filing Memorandum **Review Status:** Approved 09/05/2008

Comments:

Attachment:

Arkansas UT Filing Memorandum.pdf

Satisfied -Name: Arkansas UT Forms List **Review Status:** Approved 09/05/2008

Comments:

Attachment:

Arkansas CPCIC UT Forms List Eff 10 01 2008 EXTERNAL.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

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

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

5. Company Tracking Number	AR10012008UT-CPCIC
-----------------------------------	--------------------

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

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

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

9. Type of Insurance (TOI)	19.0 Personal Auto
10. Sub-Type of Insurance (Sub-TOI)	19.0004 Other
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Recreation Vehicle Insurance
13. Filing Type	[] Rate/Loss Cost [] Rules [] Rates/Rules [X] Forms [] Combination Rates/Rules/Forms [] Withdrawal [] Other (give description)
14. Effective Date(s) Requested	New: 10/01/2008 Renewal:
15. Reference Filing?	[] Yes [X] No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	8/27/2008
19. Status of filing in domicile	[X] Not Filed [] Pending [] Authorized [] Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AR10012008UT-CPCIC
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Please see attached cover letter.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: EFT
Amount: \$50

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

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

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

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

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

1.	This filing transmittal is part of Company Tracking #	AR10012008UT-CPCIC
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Policy Declarations – Utility Trailer	DP 00 02 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Arkansas Fraud Statement	IL N 016 09 03	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	OFAC Advisory Notice to Policyholders	IL P 001 01 04	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Additional Interest Endorsement	MH 9000 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Utility Trailer Policy	UT 00 01 02 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amendment of Policy Provisions – Arkansas	UT 01 77 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Single Liability Limit	UT 03 09 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Arkansas Notice	UT 13 85AR 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	UM Split Limits Coverage	UT 21 07 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Arkansas Uninsured Motorists Coverage	UT 21 08 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Arkansas Uninsured Motorists Coverage – Property Damage	UT 21 66 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Emergency Expense Coverage	UT 9011 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Replacement Cost/Purchase Price Coverage	UT 9024 02 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Depreciation Buy-Back Coverage	UT 9032 02 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	AR10012008UT-CPCIC
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
14	Consignment Coverage	UT 9104 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Arkansas Uninsured Motorists Selection Form	UT U 002 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Utility Trailer Policy – Business Usage	UTB 00 02 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Arkansas Changes	UTB 01 62 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



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June 6, 2008

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

Re: Letter of Authority

Dear Bill:

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

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

Sincerely,

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

Competence. Caring. Character.

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



August 27, 2008

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

RE: Personal Lines New Product Form Filing for
Companion Property and Casualty Insurance Company
Initial Form Filing for Utility Trailer Program –**AR10012008UT-CPCIC**

Per the attached letter, Recreation Insurance Specialists, LLC has the authority to make an initial filing on behalf of Companion Property and Casualty Insurance Company. The attached filing is for a new utility trailer program. The effective date of the filing is October 1, 2008.

Included with the filing are the forms for the new program. The forms for this program are approved ISO forms or largely derived from approved ISO forms and specifically modified to apply to utility trailer. Several utility trailer specialty forms have also been created for this filing and others included with this filing have already been approved in conjunction with a recreation vehicle program for Companion P & C under filing number AR02012007-CPCIC.

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

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

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

Arkansas Filing Memorandum

Policy Declarations - DP 00 02 06 08

This is the declarations page that will be attached to the policy.

Arkansas Fraud Statement – IL N 016 09 03

This notice provide information on penalties of fraud.

OFAC Advisory Notice to Policyholders – IL P 001 01 04

This notice provides information based on OFAC laws.

Additional Interest Endorsement – MH 9000 06 08

This form allows for an additional interest to be added to the policy.

Utility Trailer Policy - UT 00 01 02 08

This is the policy form.

Amendment of Policy Provisions – Arkansas – UT 01 77 08 08

This form will amend the policy to provide for state specific regulations.

Single Liability Limit – PP 03 09 06 08

This form will be attached to the policy when there is a combined BI/PD limit.

Arkansas Notice – UT 13 85AR 08 08

This is the after markets parts notice.

UM Split Limits Coverage – UT 21 07 06 08

This form will be attached to the policy when there is a split UM limit.

Arkansas Uninsured Motorists Coverage – UT 21 08 08 08

This form will amend the policy to provide for state specific UM coverage regulations.

Arkansas Uninsured Motorists Coverage – Property Damage – UT 21 66 08 08

This form will amend the policy to provide for state specific UMPD coverage regulations.

Emergency Expense Coverage – UT 9011 04 08

This form provides additional expense coverage in case of an emergency.

Total Loss Replacement/Purchase Price Coverage – UT 9024 02 08

In the event of a total loss, this form provides a replacement vehicle if the unit is four or less model years old. If the unit is five or more model years old, the coverage will allow the insured to receive the purchase price for the unit.

Depreciation Buy-Back Coverage – UT 9032 02 08

This form allows an insured to recover the depreciation of a vehicle in the case of a total loss situation.

Consignment Coverage – UT 9104 07 08

This form will amend the policy to remove exclusions regarding vehicles on consignment.

Arkansas Uninsured Motorists Selection Form – UT U 002 08 08

This election form allows an insured to select UM/UIM coverage.

Utility Trailer Policy – Business Usage - UTB 00 02 07 08

This is the policy form for utility trailers that are being used for business purposes.

Arkansas Changes – UTB 01 62 08 08

This form will amend the policy to provide for state specific regulations.

** For the cancellation and non-renewal notices, we will be affiliating with ODEN to use their Policy Terminator product for those notices.

Companion Property & Casualty Insurance Company Active Policy Forms Listing for the state of ARKANSAS effective as of 10/1/2008 - Utility Trailer

FormNumber	Form Title	Form Trigger	Flesch Score	Scored with Policy	Readability Exception
DP 00 02 06 08	Policy Declarations-Utility Trailer	Mandatory Form for utility trailer policies	N/A		N/A- Not a part of the policy
ID CARD 02 07	Vehicle Identification Card-Generic	Any vehicle with liability coverage	N/A		N/A- State Required Language
IL N 016 09 03	Arkansas Fraud Statement	Mandatory Form	25.2		N/A- Current ISO Approved Form
IL P 001 01 04	OFAC Advisory Notice to Policyholders	Mandatory Form	42.05	45.00	N/A- Current ISO Approved Form
MH 9000 06 08	Additional Interest Endorsement	If an AI exists on the policy	25.3	45.10	
UT 00 01 02 08	Utility Trailer Policy	Mandatory Form for personal use trailer policy with no liability	50.4		
UT 01 77 08 08	Amendment of Policy Provisions-Arkansas	Mandatory Form for personal use trailer policies	52.3		
UT 03 09 06 08	Single Liability Limit	If CSL limit is selected on a trailer policy	26.3	45.20	
UT 13 85AR 08 08	Arkansas Notice	Mandatory Form if physical damage is selected on trailer policy	N/A		N/A- State Required Language
UT 21 07 06 08	UM Split Limits Coverage	If UM is purchased with split limits	36.1	44.40	
UT 21 08 08 08	Arkansas Uninsured Motorists Coverage	If UM is purchased on a business use trailer policy	38.9	43.10	
UT 21 66 08 08	Arkansas Uninsured Motorists Coverage-Prop Damage	If UM PD coverage is selected on a business use trailer policy	42.9		
UT 9011 04 08	Emergency Expense Coverage	If Emergency Expense is purchased	53.3		
UT 9024 02 08	Replacement Cost/Purchase Price Coverage	If TLR is purchased	51.2		
UT 9032 02 08	Depreciation Buy-Back Coverage	If Depreciation Buy-Back coverage is purchased.	42.2	49.80	
UT 9104 07 08	Consignment Coverage	If consignment coverage is purchased	44.7	50.10	
UT U 002 08 08	Arkansas Uninsured Motorists Selection Form	Mandatory Form for commercial use utility trailers	N/A		N/A- Not a part of the policy
UTB 00 02 07 08	Utility Trailer Policy - Business Usage	Mandatory Form for commercial use utility trailer policies	45		
UTB 01 62 08 08	Arkansas Changes	Mandatory Form for business use trailer policies	48.2		

END OF REPORT