

SERFF Tracking Number: ASPX-125299580 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: AR-PC-07-026147
Company Tracking Number: PA AR02341AIF01
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Corporate Compliance Filing
Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Filing at a Glance

Company: American Bankers Insurance Company of Florida

Product Name: Corporate Compliance Filing	SERFF Tr Num: ASPX-125299580	State: Arkansas
TOI: 19.0 Personal Auto	SERFF Status: Closed	State Tr Num: AR-PC-07-026147
Sub-TOI: 19.0001 Private Passenger Auto (PPA)	Co Tr Num: PA AR02341AIF01	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding
	Author: SPI AssurantPC	Disposition Date: 09/24/2007
	Date Submitted: 09/20/2007	Disposition Status: Approved
Effective Date Requested (New): 01/01/2008		Effective Date (New): 01/01/2008
Effective Date Requested (Renewal):		Effective Date (Renewal): 03/01/2008

General Information

Project Name: Corporate Compliance Filing
Project Number: PA AR02341AIF01
Reference Organization:
Reference Title:
Filing Status Changed: 09/24/2007
State Status Changed: 09/21/2007
Corresponding Filing Tracking Number:
Filing Description:

Status of Filing in Domicile:
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:
Deemer Date:

(1) Revised various endorsements to state that insurance is primary when the motor vehicle is driven by the insured and by any other person that is not excluded from coverage and drives the vehicle with the insured's permission. Also, insurance is primary on rented or leased vehicles over any other insurance or self-insurance maintained by an automobile licensed dealer or rental company.

(2) We are modifying the proof of insurance card to show any excluded drivers under the policy.

SERFF Tracking Number: ASPX-125299580 State: Arkansas
 Filing Company: American Bankers Insurance Company of Florida State Tracking Number: AR-PC-07-026147
 Company Tracking Number: PA AR02341AIF01
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Corporate Compliance Filing
 Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Company and Contact

Filing Contact Information

Rose Marie Alvarez, Rosemarie.Alvarez@Assurant.com
 11222 Quail Roost Drive (305) 253-2244 [Phone]
 Miami, FL 33157 (305) 252-6987[FAX]

Filing Company Information

American Bankers Insurance Company of Florida CoCode: 10111 State of Domicile: Florida
 11222 Quail Roost Dr Group Code: 19 Company Type:
 Miami, FL 33157 Group Name: Assurant, Inc. Group State ID Number:
 (305) 253-2244 ext. [Phone] FEIN Number: 59-0593886

Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
12148728	\$50.00	08/14/2007

SERFF Tracking Number: ASPX-125299580 State: Arkansas
 Filing Company: American Bankers Insurance Company of Florida State Tracking Number: AR-PC-07-026147
 Company Tracking Number: PA AR02341AIF01
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Corporate Compliance Filing
 Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	09/24/2007	09/24/2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Cover Letter	Supporting Document	SPI AssurantPC	09/20/2007	09/20/2007

SERFF Tracking Number: ASPX-125299580 *State:* Arkansas
Filing Company: American Bankers Insurance Company of *State Tracking Number:* AR-PC-07-026147
Florida
Company Tracking Number: PA AR02341AIF01
TOI: 19.0 Personal Auto *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)
Product Name: Corporate Compliance Filing
Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Disposition

Disposition Date: 09/24/2007

Effective Date (New): 01/01/2008

Effective Date (Renewal): 03/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ASPX-125299580 State: Arkansas
 Filing Company: American Bankers Insurance Company of Florida State Tracking Number: AR-PC-07-026147
 Company Tracking Number: PA AR02341AIF01
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Corporate Compliance Filing
 Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Item Type	Item Name	Item Status	Public Access
Supporting Document	UIM Endt. - MARKED, UM Endt. - MARKED	Approved	Yes
Supporting Document	Amend of Pol Prov Endt. - MARKED	Approved	Yes
Supporting Document	Forms List - MARKED	Approved	Yes
Supporting Document	Forms List 01/08 ed.	Approved	Yes
Supporting Document	Flesch Score Certf. of Compliance	Approved	Yes
Supporting Document	AR Certification	Approved	Yes
Supporting Document	F-1 Form	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Forms Schedule	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Underinsured Motorists Cov. - Arkansas	Approved	Yes
Form	Uninsured Motorists Cov. - Arkansas	Approved	Yes
Form	AR ID Card	Approved	Yes
Form	Personal Injury Protection - Arkansas	Approved	Yes
Form	AR Canc and NonRenewal Notice	Approved	Yes
Form	Amend of Pol Prov	Approved	Yes

SERFF Tracking Number: ASPX-125299580 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: AR-PC-07-026147
Company Tracking Number: PA AR02341AIF01
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Corporate Compliance Filing
Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Amendment Letter

Amendment Date:

Submitted Date: 09/20/2007

Comments:

The cover letter - attached here - was inadvertently left off the earlier transmission. Thank you.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Cover Letter

Comment:

Cover Letter.PDF

SERFF Tracking Number: ASPX-125299580 State: Arkansas
 Filing Company: American Bankers Insurance Company of Florida State Tracking Number: AR-PC-07-026147
 Company Tracking Number: PA AR02341AIF01
 TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
 Product Name: Corporate Compliance Filing
 Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Underinsured Motorists Cov. - Arkansas	AF9419E-RR-	0108	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 AF9419ERR- Previous Filing #:		AF9419ERR-.PDF
Approved	Uninsured Motorists Cov. - Arkansas	AF9420E-RR-	0108	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 AF9419ERR-; AF9420ERR- Previous Filing #:		AF9420ERR-.PDF
Approved	AR ID Card	N2241-	0108	Other	Replaced	Replaced Form #:0.00 AF9419ERR-; AF9420ERR-; N2241- Previous Filing #:		N2241-.PDF
Approved	Personal Injury Protection - Arkansas	PP 05 82	-10 07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 AF9419ERR-; AF9420ERR-; N2241-; PP 05 82 Previous Filing #:		PP 05 82 -.PDF
Approved	AR Canc and NonRenewal Notice	(E)GU 8949h-	01 04	Disclosure/ Notice	New		0.00	(E)GU 8949h-.PDF
Approved	Amend of Pol Prov	AJ8368ER-R-	0108	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 AJ8368ERR- Previous Filing #:		AJ8368ERR-.PDF

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

UNDERINSURED MOTORISTS COVERAGE - ARKANSAS

SCHEDULE

LIMIT OF LIABILITY	PREMIUM		
	AUTO 1	AUTO 2	AUTO 3
\$ _____ EACH PERSON			
\$ _____ EACH ACCIDENT	\$ _____	\$ _____	\$ _____

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":
1. Sustained by an "insured"; and
 2. Caused by an accident.

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

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

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

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply.

An "insured" may proceed with his or her claim for damages under this coverage any time after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

- B. "Insured" as used in this endorsement means:
1. You or any "family member" "occupying" "your covered auto."
 2. Any other person "occupying" "your covered auto."

3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

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

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

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

EXCLUSIONS

- A. We do not provide Underinsured Motorist Coverage for "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

2. By any "family member" while "occupying" or, when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

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

1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.1.) does not apply to a share-the-expense car pool.
2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (B.2) does not apply to a "family member" using "your covered auto" which is owned by you.

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

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

D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:

1. Punish a wrongdoer; and
2. Deter others from similar conduct.

LIMIT OF LIABILITY

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

Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. This is the most we will pay regardless of the number of:

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

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

C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

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

OTHER INSURANCE

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

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

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

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

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

ARBITRATION

- A. If we and the "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "underinsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both, we and the "insured," agree voluntarily to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may

request that selection be made by a judge of a court having jurisdiction.

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

- 1. Send us copies of the legal papers if a suit is brought;
- 2. Notify us in writing by certified mail, return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle"; and
- 3. Allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner, or operator of such "underinsured motor vehicle."

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

Written notice of a tentative settlement must include written:

- 1. Documentation of monetary losses incurred, including copies of all medical bills;
- 2. Authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and

- 3. Confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle."

The following section is added:

GENERAL PROVISIONS

The following is added to the Our Right To Recover Payment provision in Part F:

OUR RIGHT TO RECOVER PAYMENT

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

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

- 1. That payment will be separate from any amount the "insured" is entitled to recover under the provision of Underinsured Motorists Coverage; and
- 2. We also have a right to recover the advanced payment.

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

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

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

UNINSURED MOTORISTS COVERAGE - ARKANSAS

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

SCHEDULE

UNINSURED MOTORISTS COVERAGE	LIMIT OF LIABILITY	PREMIUM		
		Auto 1	Auto 2	Auto 3
1. Bodily Injury and Property Damage	\$ _____ each Person \$ _____ each accident \$ _____ each accident	\$ _____	\$ _____	\$ _____
2. Bodily Injury Only	\$ _____ each Person \$ _____ each Accident	\$ _____	\$ _____	\$ _____

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:
- "Bodily injury" sustained by an "insured" and caused by an accident; and
 - "Property damage" caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorist Coverage applies.

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

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

- B. "Insured" as used in this endorsement means:
- You or any "family member" "occupying" "your covered auto."
 - Any other person "occupying" "your covered auto."
 - Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto", including its loss of use.
- D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
- To which no liability bond or policy applies at the time of the accident.
 - To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must

be less than the minimum limit for liability specified by the

Arkansas Financial Responsibility Law.

- Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - You or any "family member";
 - A vehicle which you or any "family member" are "occupying"; or
 - "Your covered auto".
- To which a liability bond or policy applies at the time of the accident and the bonding or insuring company:
 - Denies coverage; or
 - Is or becomes insolvent.

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

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

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:
- By an "insured" while "occupying", or when struck by any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.

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

LIMIT OF LIABILITY

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

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

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

OTHER INSURANCE

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

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either, a primary or, excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis. However, we will provide primary insurance for a vehicle you do not own if:
 - a. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - (2) To demonstrate the vehicle; or
 - b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

ARBITRATION

- A. If we and the "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

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

INSURANCE IDENTIFICATION CARD ARKANSAS

COMPANY NUMBER
019-10111

COMPANY AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
11222 QUAIL ROOST DRIVE
MIAMI, FL 33157-6596

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

YEAR

MAKE / MODEL

VEHICLE IDENTIFICATION NUMBER

AGENCY / COMPANY ISSUING CARD AND TELEPHONE NUMBER

INSURED

EXCLUDED DRIVER(S):

N2241-0108

SEE IMPORTANT NOTICE ON REVERSE SIDE

N2241-1007

**THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND**

IN CASE OF ACCIDENT:

1. Contact the local authorities immediately.
2. Obtain the name and address of each driver, passenger, and witness.
3. Obtain the name of the Insurance Company and policy number for each vehicle involved.
4. Report the accident to American Collectors Insurance Inc. at your earliest convenience.

To report a claim or for Customer Service call our toll-free number:
(800) 360-2277.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE – ARKANSAS

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

SCHEDULE

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

I. DEFINITIONS

The Definitions section is amended as follows:

A. The following definitions are replaced:

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

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

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

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

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

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

II. PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

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

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

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

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

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

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

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

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

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

EXCLUSIONS

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

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

PAYMENT OF BENEFITS

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

COORDINATION OF COVERAGE

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

LIMIT OF LIABILITY

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

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

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

OTHER INSURANCE

A. Any insurance we provide for medical payments:

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

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

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

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

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

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

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

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

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

III. PART E – DUTIES AFTER AN ACCIDENT OR LOSS

Part **E** is amended as follows:

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

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

B. A person seeking Personal Injury Protection Coverage must:

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

B. The following duties are added:

A person seeking Personal Injury Protection Coverage must:

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

IV. PART F – GENERAL PROVISIONS

Part **F** is amended as follows:

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

OUR RIGHT TO RECOVER PAYMENT

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

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

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

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

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

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

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

POLICY PERIOD AND TERRITORY

B. The policy territory is:

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

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

**NOTICE OF CANCELLATION, NONRENEWAL, DECLINATION OR INCREASE IN POLICY PREMIUM
(Arkansas)**

NAME AND .
ADDRESS
OF INSURANCE
COMPANY

NAME AND .
ADDRESS
OF INSURED

KIND OF POLICY:
POLICY/APPLICATION/BINDER NO.:
EFFECTIVE DATE OF NOTICE:
(DATE) (HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)
DATE OF MAILING:
NAME AND ADDRESS OF AGENT/BROKER:

(Applicable item marked "X")

Cancellation	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above. <input type="checkbox"/> Reason for cancellation: Nonpayment of premium. See the "Important Notices" section for other information that may apply.
	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that your insurance will cease at and from the hour and date mentioned above for the reason(s) stated in the "Important Notices" section. You are not eligible in accordance with the Arkansas Automobile Insurance Plan for coverage in any Plan until an audit is conducted and verified. See the "Important Notices" section for other information that may apply.
Premium Adjustment	<input type="checkbox"/> Unearned premium will be returned in accordance with Arkansas law and the terms of the policy. <input type="checkbox"/> Enclosed is \$ _____, being the amount of unearned premium for the unexpired term of the policy. <input type="checkbox"/> A bill for the premium earned to the time of cancellation will be forwarded in due course. <input type="checkbox"/> Other: _____
Nonrenewal	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed. See the "Important Notices" section for other information that may apply.
	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and in accordance with law, that the above mentioned policy will expire effective at and from the hour and date mentioned above and the policy will NOT be renewed for reason(s) stated in the "Important Notices" section. See the "Important Notices" section for other information that may apply.
Declination	<input type="checkbox"/> Your application for the kind of insurance mentioned above has been declined. See the "Important Notices" section below for other information that may apply.
Increase in Policy Premium	<input type="checkbox"/> You are hereby notified in accordance with the terms and conditions of the above mentioned policy, and accordance with law, that the premium applying to the above noted policy will, upon renewal, be increased _____ percent effective on the date indicated above. See the "Important Notices" section below for other information that may apply.

Important Notices

Reason(s) for cancellation, nonrenewal, declination or increase in premium: (reason(s) is (are) stated only if this item is marked): _____

CONTINUITY OF MOTOR VEHICLE INSURANCE: THIS NOTICE PERTAINS TO THE CANCELLATION OR NONRENEWAL OF MOTOR VEHICLE INSURANCE. PLEASE NOTE THAT FAILURE TO MAINTAIN AUTOMOBILE LIABILITY COVERAGE IN THE MINIMUM LIMITS OF LIABILITY OF \$25,000/\$50,000/\$25,000 IS A VIOLATION OF ARKANSAS LAW.

Automobile Insurance Plan Information (this information applies only with respect to the termination of automobile insurance): This cancellation or nonrenewal pertains to an automobile insurance policy, other than one issued through the Arkansas Automobile Insurance Plan. You are possibly eligible for automobile insurance through another insurer or under the Arkansas Automobile Insurance Plan. Please contact your agent for more information.

Information on Losses (applies only to a liability policy providing coverage on a "claims-made" basis): We will provide you within 15 days after notice of cancellation or nonrenewal is issued with information on losses you have had, if any, for the period of time during which we have provided you with coverage. Loss information consists of a description of closed claims, open claims and notices of occurrences, including date and description of occurrence, and amount of payments, if any, and an estimate of reserves, if any.

Extension of Coverage (applies only to a liability policy providing coverage on a "claims-made" basis): The insurance being cancelled or nonrenewed is being provided under a "claims made" policy. There is a 60 day period after the effective date of cancellation or nonrenewal during which time you may purchase a supplemental extended reporting period endorsement, if you have not already purchased such endorsement. Please consider this offering of an extended reporting period endorsement seriously. If you do not purchase this endorsement you may be responsible for paying some claims made in the future. If you need further information regarding the extended reporting period endorsement(s) please contact us or your agent.
 Endorsement(s) available and premium: _____

**NOTICE OF CANCELLATION, NONRENEWAL, DECLINATION OR INCREASE IN POLICY PREMIUM
(Arkansas)**

NAME AND .
ADDRESS
OF INSURANCE
COMPANY

KIND OF POLICY:
POLICY/APPLICATION/BINDER NO.:
EFFECTIVE DATE OF NOTICE:
(DATE) (HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)
DATE OF MAILING:
NAME AND ADDRESS OF AGENT/BROKER:

NAME AND .
ADDRESS
OF INSURED

Important
Notices
cont'd

Appeal to Automobile Insurance Plan Governing Committee. As your policy was one obtained through the Arkansas Automobile Insurance Plan, you are hereby advised, regarding the above notification of cancellation, that you have the right of appeal to the Governing Committee of the Plan, 302 Central Avenue, Johnston, RI 02919.

Consumer Report: In compliance with the Fair Credit Reporting Act (Public Law 91-508) and the Consumer Credit Reform Act of 1996, you are hereby informed that the action taken above is being taken partly because of information contained in a consumer report from the following consumer reporting agency: (Name) _____ (Phone Number) _____
(Address) _____

If you have questions regarding our use of credit information you may contact us at:

(Name, Address and Phone Number of the person or department to contact for additional information)

Please see additional information for a disclosure of your rights under this federal law.

Additional Information regarding your rights under the Consumer Credit Reform Act

Pursuant to the Consumer Credit Reform Act of 1996, effective September 30, 1997, you are informed that:

The consumer reporting agency identified on this form did not make any decisions regarding the stated insurance policy. Therefore, the consumer reporting agency would not be able to provide you with the specific reasons why the insurance company is taking the present action.

You have the right to obtain within 60 days of the receipt of this notice a free copy of your consumer report from the consumer reporting agency which has been identified on this form.

You have the right to dispute inaccurate information by contacting the consumer reporting agency directly. Once you have directly notified the consumer reporting agency of your dispute, the agency must, within a reasonable period of time reinvestigate and record the current status of the disputed information. If after reinvestigation, such information is found to be inaccurate or unverifiable, such information must be promptly deleted from your records. If the reinvestigation does not resolve the dispute, you may file a brief statement setting forth the nature of the dispute with the consumer reporting agency. Your filed statement will then be included or summarized in any subsequent consumer report containing the information in question.

For complete information regarding the Federal Consumer Credit Protection Law please refer to The Code of the Laws of the United States of America, Title 15, Chapter 41, Subchapter III, (15 U.S.C. §1681 et seq.).

AUTHORIZED REPRESENTATIVE

NOTICE OF CANCELLATION, NONRENEWAL, DECLINATION OR INCREASE IN POLICY PREMIUM
(Arkansas)

NAME AND .
ADDRESS
OF INSURANCE
COMPANY

KIND OF POLICY:
POLICY/APPLICATION/BINDER NO.:
EFFECTIVE DATE OF NOTICE: (DATE) (HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)
DATE OF MAILING:
NAME AND ADDRESS OF AGENT/BROKER:

NAME AND .
ADDRESS
OF INSURED

Cancellation

Reason for cancellation: Nonpayment of premium.

(Specific information concerning the cancellation or nonrenewal has been given to the Insured. Reason for cancellation is nonpayment of premium if marked above.)

TO MORTGAGEE:

Effective _____, at _____ (Standard Time), we hereby cancel or nonrenew the Mortgagee Agreement which is made part of the above mentioned policy and also the above mentioned policy issued to the insured named above covering on _____

_____ at _____

and made payable to you as mortgagee (or trustee), in the event of loss.

AUTHORIZED REPRESENTATIVE

NAME AND .
ADDRESS OF
MORTGAGEE

**NOTICE OF CANCELLATION, NONRENEWAL, DECLINATION OR INCREASE IN POLICY PREMIUM
(Arkansas)**

NAME AND .
ADDRESS
OF INSURANCE
COMPANY

KIND OF POLICY:
POLICY/APPLICATION/BINDER NO.:
EFFECTIVE DATE OF NOTICE: <div style="display: flex; justify-content: space-between;">(DATE)(HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)</div>
DATE OF MAILING:
NAME AND ADDRESS OF AGENT/BROKER:

NAME AND .
ADDRESS
OF INSURED

Cancellation

<input type="checkbox"/> Reason for cancellation: Nonpayment of premium.
--

**(Specific information concerning the cancellation or nonrenewal has been given to
the Insured. Reason for cancellation is nonpayment of premium if marked above.)**

TO LIENHOLDER:

The above policy is cancelled or nonrenewed effective on and after the hour and date mentioned above. This notice is being provided to you in agreement with the Loss Payable Clause on the above policy. Any interest you may have in the above policy is terminated effective on and after the hour and date mentioned above.

AUTHORIZED REPRESENTATIVE

NAME AND .
ADDRESS OF
LIENHOLDER

**NOTICE OF CANCELLATION, NONRENEWAL, DECLINATION OR INCREASE IN POLICY PREMIUM
(Arkansas)**

NAME AND .
ADDRESS
OF INSURANCE
COMPANY

KIND OF POLICY:
POLICY/APPLICATION/BINDER NO.:
EFFECTIVE DATE OF NOTICE: <div style="display: flex; justify-content: space-between;">(DATE)(HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)</div>
DATE OF MAILING:
NAME AND ADDRESS OF AGENT/BROKER:

NAME AND .
ADDRESS
OF INSURED

(Specific information concerning the cancellation or nonrenewal has been given to the Insured. Reason for cancellation is nonpayment of premium if marked above.)

TO CERTIFICATE HOLDER:

You are notified that the above policy is cancelled or nonrenewed effective on and after the hour and date mentioned above. This notice is being provided to you as you have been provided with a certificate of insurance on the above policy. Any interest you may have in the above policy is terminated.

AUTHORIZED REPRESENTATIVE

NAME AND .
ADDRESS OF
CERTIFICATE
HOLDER

**NOTICE OF CANCELLATION, NONRENEWAL, DECLINATION OR INCREASE IN POLICY PREMIUM
(Arkansas)**

NAME AND .
ADDRESS
OF INSURANCE
COMPANY

NAME AND .
ADDRESS
OF INSURED

KIND OF POLICY:
POLICY/APPLICATION/BINDER NO.:
EFFECTIVE DATE OF NOTICE: <div style="display: flex; justify-content: space-between;">(DATE)(HOUR-STANDARD TIME AT THE ADDRESS OF THE INSURED)</div>
DATE OF MAILING:
NAME AND ADDRESS OF AGENT/BROKER:

(Specific information concerning the cancellation
or nonrenewal has been given to the Insured.)

TO THE ADDITIONAL INTEREST:

You are notified that the above policy is cancelled or nonrenewed effective on and after the hour and date mentioned above. This notice is being provided to you as you have been provided with a certificate of insurance on the above policy. Any interest you may have in the above policy is terminated.

AUTHORIZED REPRESENTATIVE

NAME AND .
ADDRESS OF
ADDITIONAL
INTEREST

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami FL 33157-6598 (305) 253-2244

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS— ARKANSAS

II. Part A – Liability Coverages

Part A is amended as follows:

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

OTHER INSURANCE

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

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

III. Part B – Medical Payments Coverage

Part B is amended as follows:

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

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. 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. However, we will provide primary insurance for a vehicle you do not own if:

1. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - a. For use as a temporary substitute while "your covered auto" is out of normal use

because of its breakdown, repair or servicing;
or

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

IV. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

- A. Exclusion 8. is replaced by the following:
We will not pay for:

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

This Exclusion (8.) does not apply to a:

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

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

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

1. Applicable taxes;
 2. License fees; and
 3. Other fees;
- actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

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

OTHER SOURCES OF RECOVERY

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

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

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

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

D. The Appraisal Provision is replaced by the following:

APPRAISAL

If we and you do not agree on the amount of loss, an appraisal of the loss may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent 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.

- A. The Fraud Provision does not apply to Part A – Liability Coverage.
- B. The following is added to the Our Right To Recover Payment Provision:

OUR RIGHT TO RECOVER PAYMENT

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

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

TERMINATION

Cancellation

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice in all other cases.
3. When this policy is in effect for 60 days or more, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation; or
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";
 has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year.

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

Nonrenewal

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

V. Part F – General Provisions

Part F is amended as follows:

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

Automatic Termination

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

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

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium. However, we will refund you the full pro rata unearned premium if:
 - a. You cancel this policy because:
 - (1) You have disposed of "your covered auto," and you insure another auto with us under a new policy, to become effective within 30 days of the effective

date of cancellation of this policy; or'

- (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
 - (3) You are entering the armed forces of the United States of America; or
 - (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - (b) Within 15 days of the the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.
- b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.
 - c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.
- Making or offering to make the refund is not a condition of cancellation.
3. The effective date of cancellation stated in the notice shall become the end of the policy period.

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

SERFF Tracking Number: ASPX-125299580 *State:* Arkansas
Filing Company: American Bankers Insurance Company of *State Tracking Number:* AR-PC-07-026147
Florida
Company Tracking Number: PA AR02341AIF01
TOI: 19.0 Personal Auto *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)
Product Name: Corporate Compliance Filing
Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ASPX-125299580 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: AR-PC-07-026147
Company Tracking Number: PA AR02341AIF01
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Corporate Compliance Filing
Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Supporting Document Schedules

Satisfied -Name: UIM Endt. - MARKED, UM Endt. - MARKED **Review Status:** Approved 09/24/2007

Comments:

Attachments:

UIM Endt_ - MARKED.PDF
UM Endt_ - MARKED.PDF

Satisfied -Name: Amend of Pol Prov Endt. - MARKED **Review Status:** Approved 09/24/2007

Comments:

Attachment:

Amend of Pol Prov Endt_ - MARKED.PDF

Satisfied -Name: Forms List - MARKED **Review Status:** Approved 09/24/2007

Comments:

Attachment:

Forms List - MARKED.PDF

Satisfied -Name: Forms List 01/08 ed. **Review Status:** Approved 09/24/2007

Comments:

Attachment:

Forms List 01_08 ed_.PDF

Satisfied -Name: Flesch Score Certf. of Compliance **Review Status:** Approved 09/24/2007

Comments:

Attachment:

SERFF Tracking Number: ASPX-125299580 *State:* Arkansas
Filing Company: American Bankers Insurance Company of *State Tracking Number:* AR-PC-07-026147
Florida
Company Tracking Number: PA AR02341AIF01
TOI: 19.0 Personal Auto *Sub-TOI:* 19.0001 Private Passenger Auto (PPA)
Product Name: Corporate Compliance Filing
Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Flesch Score Certf_ of Compliance.PDF

SERFF Tracking Number: ASPX-125299580 State: Arkansas
Filing Company: American Bankers Insurance Company of Florida State Tracking Number: AR-PC-07-026147
Company Tracking Number: PA AR02341AIF01
TOI: 19.0 Personal Auto Sub-TOI: 19.0001 Private Passenger Auto (PPA)
Product Name: Corporate Compliance Filing
Project Name/Number: Corporate Compliance Filing/PA AR02341AIF01

Satisfied -Name: AR Certification **Review Status:** Approved 09/24/2007
Comments:
Attachment:
AR Certification.PDF

Satisfied -Name: F-1 Form **Review Status:** Approved 09/24/2007
Comments:
Attachment:
F-1 Form.PDF

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/24/2007
Comments:
Attachment:
NAIC P&C Transmittal.PDF

Satisfied -Name: Filing Forms Schedule **Review Status:** Approved 09/24/2007
Comments:
Attachment:
Filing Forms Schedule.PDF

Satisfied -Name: Cover Letter **Review Status:** Approved 09/24/2007
Comments:
Attachment:
Cover Letter.PDF

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

[Attn:]

UNDERINSURED MOTORISTS COVERAGE - ARKANSAS

SCHEDULE

LIMIT OF LIABILITY	PREMIUM		
	AUTO 1	AUTO 2	AUTO 3
\$ _____ EACH PERSON	\$ _____	\$ _____	\$ _____
\$ _____ EACH ACCIDENT			

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":
1. Sustained by an "insured"; and
 2. Caused by an accident.

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

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

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

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

~~If a duly licensed automobile dealer provides a vehicle to you or a "family member" for use as a temporary substitute for any other vehicle described in the definitions of "your covered auto" while it is out of~~

~~normal use because of its breakdown, repair or servicing, coverage shall extend to such loaned vehicle only to the extent of the coverage provided, if any, to the automobile being repaired or serviced.~~

- B. "Insured" as used in this endorsement means:
1. You or any "family member" "occupying" "your covered auto".
 2. Any other person "occupying" "your covered auto".
 3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.
- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but, the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

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

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

EXCLUSIONS

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

LIMIT OF LIABILITY

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

Subject to this limit for each person, the limit of liability shown in the Schedule or in the Declarations for each accident for Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. This is the most we will pay regardless of the number of:

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

- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

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

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or, excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis. However, we will provide primary insurance for a vehicle you do not own if:
 - a. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - [a.] (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - [b.] (2) To demonstrate the vehicle; or
 - b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days. then we will provide the primary insurance.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

ARBITRATION

- A. If we and the "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However,

disputes concerning coverage under this endorsement may not be arbitrated.

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

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

- 1. Send us copies of the legal papers if a suit is brought; [and]
- 2. Notify us in writing by certified mail, return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle"; and
- 3. Allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner, or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply. [, and]

An "insured" may proceed with his or her claim for damages under this coverage any time after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include written:

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

The following section is added:

GENERAL PROVISIONS

The following is added to the Our Right To Recover Payment provision in Part F:

OUR RIGHT TO RECOVER PAYMENT

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

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

- 1. That payment will be separate from any amount the "insured" is entitled to recover under the provision of Underinsured Motorists Coverage; and
- 2. We also have a right to recover the advanced payment.

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

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

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA

11222 Quail Roost Drive, Miami, FL 33157-6596 (305) 253-2244

[Attn:]

UNINSURED MOTORISTS COVERAGE - ARKANSAS

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

SCHEDULE

UNINSURED MOTORISTS COVERAGE	LIMIT OF LIABILITY	PREMIUM		
		Auto 1	Auto 2	Auto 3
1. Bodily Injury and Property Damage	\$ _____ each Person \$ _____ each accident \$ _____ each accident	\$ _____	\$ _____	\$ _____
2. Bodily Injury Only	\$ _____ each Person \$ _____ each Accident	\$ _____	\$ _____	\$ _____

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:
1. "Bodily injury" sustained by an "insured" and caused by an accident; and
 2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorist Coverage applies.

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

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

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

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

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

- D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
1. To which no liability bond or policy applies at the time of the accident.
 2. To which a liability bond or policy applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
 3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
 4. To which a liability bond or policy applies at the time of the accident and the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

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

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

EXCLUSIONS

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

LIMIT OF LIABILITY

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

Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. The limit of Property Damage Liability, if shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage, is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:

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

OTHER INSURANCE

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

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either, a primary or, excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
However, we will provide primary insurance for a vehicle you do not own if:
 - a. A duly licensed automobile dealer provides a vehicle to you or a "family member":
 - [a.] (1) For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
 - [b.] (2) To demonstrate the vehicle; or
 - b. The vehicle is rented or leased by you or a "family member" from a rental company for a period not more than 90 days. ~~then we will provide the primary insurance.~~
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our

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

ARBITRATION

- A. If we and the "insured" do not agree:
1. Whether that "insured" is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle," then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be Arbitration will take place only if both we and the "insured" arbitrated.

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

- B. Any decision of the arbitrators will not be binding on either party.
- C. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

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

**AMERICAN BANKERS INSURANCE COMPANY
OF FLORIDA**

11222 Quail Roost Drive, Miami FL 33157-6598 (305) 253-2244

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS— ARKANSAS

II. Part A – Liability Coverages

Part A is amended as follows:

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

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

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

OTHER INSURANCE

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

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

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

2. b. To demonstrate the vehicle; or

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

~~then we will provide primary insurance.~~

III. Part B – Medical Payments Coverage

Part B is amended as follows:

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

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

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

OTHER INSURANCE

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

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

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

2. b. To demonstrate the vehicle; or

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

~~then we will provide primary insurance.~~

IV. Part D – Coverage For Damage To Your Auto

Part D is amended as follows:

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

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

~~B. The following is added to Paragraph C.2. of the Insuring Agreement Provision:~~

~~However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.~~

~~G.A.~~ Exclusion 8. is replaced by the following:

We will not pay for:

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

This Exclusion (8.) does not apply to a:

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

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

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

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

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

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

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "non-owned auto" shall be excess

over any other collectible source of recovery including, but not limited to:

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

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

~~1. if a~~ ~~A~~ duly licensed automobile dealer provides a vehicle to you or a "family member":

- ~~4. a.~~ For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or

~~2. b.~~ To demonstrate the vehicle; or

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

~~then we will provide primary insurance.~~

~~F.D.~~ The Appraisal Provision is replaced by the following:

APPRAISAL

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

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

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

V. Part F – General Provisions

Part F is amended as follows:

- A. The Fraud Provision does not apply to Part A – Liability Coverage.
- B. The following is added to the Our Right To Recover Payment Provision:
OUR RIGHT TO RECOVER PAYMENT

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

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

Cancellation

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

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days notice in all other cases.
3. After **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 C .3.c.) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK. CODE ANN. Section 5-65-104.

Nonrenewal

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

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

Automatic Termination

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

If you obtain other insurance on "your covered auto," any similar insurance provided by this

policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

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

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

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

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

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

AMERICAN BANKERS INSURANCE COMPANY OF FL

ANTIQUÉ AUTO PROGRAM

ARKANSAS

ABIC FORMS

AD9336DRR-1191	Declarations
AD9337ERR-1191	Vehicle/Coverage Declarations
AD9338ERR-1191	Renewal Declarations
AF9909ERR-1296	Antique Motorcycle Endorsement
AF9419ERR-[1202]	0108 Underinsured Motorists Coverage - Arkansas
AF9420ERR-[0806]	0108 Uninsured Motorists Coverage - Arkansas
AH9444ERR-0801	Antique Auto Coverage Endorsement 2500 Miles
AH9445ERR-0801	Antique Auto Coverage Endorsement 5000 Miles
AJ8368ERR-[0204]	0108 Amendment of Policy Provisions - Arkansas
(E)GU 8949h (Ed. 01-04)	Canc and NonRenewal Notice - Arkansas
N2241-[1202]	0108 ID Card
N1884-1204	Arkansas Consumer Notice
M2388ARA-0203	Antique Auto Application
M2389ARM-0203	Modified Vehicle Application
M3651ARMC-0203	Antique Motorcycle Application

ISO FORMS

PP 00 01 06 98	Personal Auto Policy
PP 05 82 [06 94]	10 07 Personal Injury Protection - Arkansas
PP 03 09 06 98	Single Liability Limit Endorsement
PP 13 01 12 99	Coverage for Damage to Your Auto Exclusion
PP 13 85 06 03	Arkansas Notice

AMERICAN BANKERS INSURANCE COMPANY OF FL

ANTIQUE AUTO PROGRAM

ARKANSAS

ABIC FORMS

AD9336DRR-1191	Declarations
AD9337ERR-1191	Vehicle/Coverage Declarations
AD9338ERR-1191	Renewal Declarations
AF9909ERR-1296	Antique Motorcycle Endorsement
AF9419ERR-0108	Underinsured Motorists Coverage - Arkansas
AF9420ERR-0108	Uninsured Motorists Coverage - Arkansas
AH9444ERR-0801	Antique Auto Coverage Endorsement 2500 Miles
AH9445ERR-0801	Antique Auto Coverage Endorsement 5000 Miles
AJ8368ERR-0108	Amendment of Policy Provisions - Arkansas
(E)GU 8949h (Ed. 01-04)	Canc and NonRenewal Notice - Arkansas
N2241-0108	ID Card
N1884-1204	Arkansas Consumer Notice
M2388ARA-0203	Antique Auto Application
M2389ARM-0203	Modified Vehicle Application
M3651ARMC-0203	Antique Motorcycle Application

ISO FORMS

PP 00 01 06 98	Personal Auto Policy
PP 05 82 10 07	Personal Injury Protection - Arkansas
PP 03 09 06 98	Single Liability Limit Endorsement
PP 13 01 12 99	Coverage for Damage to Your Auto Exclusion
PP 13 85 06 03	Arkansas Notice

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

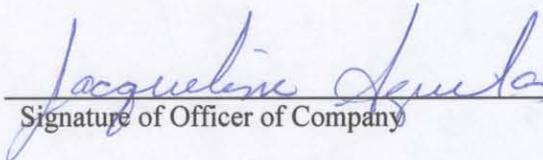
INSURER NAME AND NAIC NUMBER: American Bankers Insurance Company of FL #10111

DESCRIPTION: See below.

FORM NUMBER: See below.

EDITION DATE: See below.

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of:
40.0+ *, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. §§23-80-301—23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Jacqueline Aguilar - Vice-President

Title

If a policy is stored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

Forms Subject to Flesch Test:

AF9419ERR-0108	Underinsured Motorists Coverage - Arkansas (*Flesch: 37.0)
AF9420ERR-0108	Uninsured Motorists Coverage - Arkansas (Flesch: 41.0)
AJ8368ERR-0108	Amendment of Policy Provisions - Arkansas (Flesch: 52.6)
PP 05 82 10 07	Personal Injury Protection - Arkansas (ISO form - Flesch: 43.9)

(Rev. 10-92)

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)



I, Jacqueline Aguilar, Vice President of
(Name) (Title of Authorized Officer)

American Bankers Insurance Company of Florida
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- a. Arkansas Code Annotated;
- b. Arkansas Rules and Regulations;
- c. Arkansas Insurance Bulletins, Directives and Orders;
- d. Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- e. Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? *(Yes or No)* ▶ No

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #
American Bankers Ins. Co. of FL	10111

Company Tracking Number ▶ CCF PA AR02341AIF01	
Signature of Authorized Officer ▶	<i>Jacqueline Aguilar</i>
Name of Authorized Officer ▶	Jacqueline Aguilar
Title of Authorized Officer ▶	Vice President
Email address of Authorized Officer ▶	jackie.aguilar@assurant.com
Telephone # of Authorized Officer ▶	305-253-2244 x33100
Date ▶	9/20/07

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@state.ar.us

ARKANSAS INSURANCE DEPARTMENT
FORM FILING ABSTRACT

ALL QUESTIONS MUST BE ANSWERED

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 9/20/07

2. Company Name(s) American Bankers Insurance Company of Florida

Group Name Assurant, Inc. Group NAIC No. 10111 Group No. 0019

3. (a) Annual Statement Line of Business Number (Page 14) 19.1, 19.2, and 21.0

(b) Class of Business Private Passenger Auto

(c) Coverages Affected Liability, Physical Damage, UM, and PIP

4. (a) Name of Advisory Organization, if any ISO

(b) Affiliations with Advisory Organization: Member () Subscriber ()

5. Is this a reference filing? Yes () No () If yes, please provide the following:

(a) Name of Advisory Organization (or Affiliated Company)

(b) Date of Filing _____

(c) Filing Designation Number or Description _____

PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?
No (N/A)

8. Is the form filed in response to or due to legislation? If so, specify legislation.
Yes; 2007 Ark. Acts 373 (former HB 2243); 23-89-213(b) Section 1 (former SB 88); and ARK.CODE ANN. § 23-89-303

9. Is the form in response to or due to recent court decisions? If so, give citation.
No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF



Signature
Rose Marie Alvarez

Title
305-253-2244 x35461

Telephone Number

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
AF9419ERR-1202 AF9420ERR-0806 AJ8368ERR-0204 (E)GU 8949h (Ed. 01-04) N2241-0108	1/1/08 1/1/08 1/1/08 1/1/08 1/1/08	AF9419ERR-0108 AF9420ERR-0108 AJ8368ERR-0108 New N2241-0108	AR Underinsured Motorists Coverage AR Uninsured Motorists Coverage AR Amendment of Policy Provisions AR Cancellation & Non-Renewal Notice AR Vehicle ID Card

Property & Casualty Transmittal Document

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: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #			
Assurant, Inc. Group	0019			
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Bankers Insurance Company of Florida	FL	10111	59-0593886	

5. Company Tracking Number	CCF PA AR02341AIF01
-----------------------------------	---------------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Rose Marie Alvarez 11222 Quail Roost Drive Miami, FL 33157	Sr. Contract Compliance Analyst	800-852-2244 Ext. 35461	305-259-4468	Rosemarie.Alvarez @Assurant.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Rose Marie Alvarez		

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

9.	Type of Insurance (TOI)	Personal Auto
10.	Sub-Type of Insurance (Sub-TOI)	
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Antique Auto
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 1/1/08 Renewal: 3/1/08
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	9/20/07
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

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 #	CCF PA AR02341AIF01
-----------	--	---------------------

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
-----------	---	-----

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	AR Amend. of Pol. Prov,	AJ8368ERR-0108	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AJ8368ERR-0204	
02	UIM Cov. Endt.	AF9419ERR-0108	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AF9419ERR-1202	
03	UM Cov. Endt.	AF9420ERR-0108	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AF9419ERR-0806	
04	AR Personal Injury Protection	PP 05 82 10 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PP 05 82 06 94	
05	ID Card	N2241-0108	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N2241-1202	
06	AR Canc and NR Notice	(E)GU 8949h (Ed. 01-04)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



ASSURANT

American Bankers Insurance
Company of Florida
11222 Quail Roost Drive
Miami, FL 33157-6596
T 305.253.2244 F 305.252.6987

www.assurant.com

September 20, 2007

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

RE: American Bankers Insurance Company of Florida
NAIC#: 0019-10111/FEIN#: 59-0593886
Antique Auto Program; LOB: Personal Auto
Company Filing #: CCF PA AR02341AIF01

Forms Filing:

AF9419ERR-010 - UIM Cov. Endt. (replaces 0806 ed.)
AF9420ERR-0108 - UM Cov. Endt. (replaces 0806 ed.)
AJ8368ERR-0108 - Amendment of Policy Provisions Endt. (replaces 0204 ed.)
(E)GU 8949h (Ed. 01-04) - Cancellation and Non-Renewal Notice (new)
PP 05 82 10 07 - AR Personal Injury Protection Endt. (replaces 06 94 ed.)
N2241-0108 - ID Card (replaces 1202 ed.)

Related Filing Documents:

Forms List - 0108 ed. (replaces 08/06 ed.)
Transmittals: F-1; PC-FFS-1; PC-TD-1; Reg 29 Certf. of Compliance; AID-PC-Self Cert

Dear Commissioner Bowman:

This filing addresses the following:

- (1) House Bill 2243 amended Section 1. AR Code Title 23, Chapter 79, Subchapter 1 to state that insurance is primary when the motor vehicle is driven by the insured and by any other person that is not excluded from coverage and drives the vehicle with the insured's permission. Under Section 2. the Bill also makes insurance primary on rented or leased vehicles over any other insurance or self-insurance maintained by an automobile licensed dealer or rental company. We revised the UM, UIM, PIP, and Amendment of Policy Provisions endorsements as a result.
- (2) To comply with Senate Bill 88 which amended Section 1. AR Code Section 23-89-213(b), we modified the front of the ID card to add a space for excluded drivers under the policy to be shown; we also took the opportunity to editorially revise the reverse side to make the "in case of accident" instructions easier to read.
- (3) In following ISO's lead, we revised the policy's cancellation provision to more closely align the language to ARK.CODE ANN. § 23-89-303 which states that the policy may be cancelled for specified reasons *when the policy is in effect for 60 days or more*. The current language reads: "after the policy is in effect for sixty days." The Amendment of Policy Provisions endorsement reflects this change.

Commissioner Julie Benafield Bowman
Arkansas Department of Insurance
Page 2

(4) We are adopting both, ISO's 10 07 edition of its Personal Injury Protection Coverage endorsement to replace the current edition of 06 94 and, Uniform Printing's currently approved AR Cancellation and Non-Renewal Notice.

(5) Last, the forms list was updated to reflect the new form edition dates and the added cancellation notice.

For ease of review, on the enclosed marked copies of the forms, revised or added text is shown underlined and highlighted; deleted text is bracketed and/or struck through. Unmarked copies and appropriate transmittals are also enclosed.

Our requested effective dates are January 1, 2008 for new business and March 1, 2008 for renewals. Please contact me if you should you have any questions. Thank you for your attention to this filing.

Sincerely,



Rose Marie Alvarez
Sr. Contract Compliance Analyst
State Filings Department
American Bankers Insurance Company of Florida
800-852-2244 x35461
rosemarie.alvarez@assurant.com

Cc: ANA_ARAI_F1