

## Filing at a Glance

Companies: Allmerica Financial Benefit Insurance Company, Hanover American Insurance Company, Massachusetts Bay Insurance Company, The Hanover Insurance Company

Product Name: Legacy and Connections Form SERFF Tr Num: HNVR-125208463 State: Arkansas

Filing

TOI: 19.0 Personal Auto

SERFF Status: Closed

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Sub-TOI: 19.0001 Private Passenger Auto  
(PPA)

Co Tr Num: PA-AR-07329-60F

State Status:

Filing Type: Form

Co Status:

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Effective Date Requested (New): 10-01-2007

Effective Date (New): 10-01-2007

Effective Date Requested (Renewal): 10-01-2007

Effective Date (Renewal):

## General Information

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Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization: Insurance Services Organization

Reference Number:

Reference Title:

Advisory Org. Circular: LI-PA-2007-160

Filing Status Changed: 07-10-2007

State Status Changed: 07-05-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing to amend 4 Private Passenger Auto forms in response to AR House Bill 2243. We are adopting 2 ISO Forms, PP 0434, PP 0582, revising one of our own, 231-2201, and revising and ISO form PP0177 coordinate with the PAP 98 which is our company standard.

## Company and Contact

### Filing Contact Information

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Worcester, MA 01653

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### Filing Company Information

Allmerica Financial Benefit Insurance Company CoCode: 41840

State of Domicile: Michigan

440 Lincoln Street

Group Code: 88

Company Type: Property &

Casualty

Worcester, MA 01653

(508) 855-1000 ext. [Phone]

Hanover American Insurance Company  
440 Lincoln Street

Worcester, MA 01653

(508) 855-1000 ext. [Phone]

Massachusetts Bay Insurance Company  
440 Lincoln Street

Worcester, MA 01653

(508) 855-1000 ext. [Phone]

The Hanover Insurance Company  
440 Lincoln Street

Worcester, MA 01653

(508) 855-1000 ext. [Phone]

Group Name: The Hanover Ins  
Group

FEIN Number: 23-2643430

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CoCode: 36064  
Group Code: 88

Group Name: The Hanover Ins  
Group

FEIN Number: 04-3063898

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CoCode: 22306  
Group Code: 88

Group Name: The Hanover Ins  
Group

FEIN Number: 04-2217600

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CoCode: 22292  
Group Code: 88

Group Name: The Hanover Ins  
Group

FEIN Number: 13-5129825

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State ID Number:

State of Domicile: New Hampshire  
Company Type: Property &  
Casualty

State ID Number:

State of Domicile: New Hampshire  
Company Type: Property &  
Casualty

State ID Number:

State of Domicile: New Hampshire  
Company Type: Property &  
Casualty

State ID Number:

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: One forms filing @ \$50.00  
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0010127442	\$50.00	

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	07-10-2007	07-10-2007

## **Disposition**

Disposition Date: 07-10-2007

Effective Date (New): 10-01-2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Amendment of Policy Provisions - Arkansas	Approved	Yes
<b>Form</b>	Personal Injury Protection - Arkansas	Approved	Yes
<b>Form</b>	Underinsured Motorists Coverage - Arkansas	Approved	Yes
<b>Form</b>	Uninsured Motorists Coverage - Arkansas	Approved	Yes
<b>Form</b>	Form Index Page from Manual	Approved	Yes

**Form Schedule**

<b>Review Status</b>	<b>Form Name</b>	<b>Form #</b>	<b>Edition Date</b>	<b>Form Type Action</b>	<b>Action Specific Data</b>	<b>Readability</b>	<b>Attachment</b>
Approved	Amendment of Policy Provisions - Arkansas	231-2626	10 07	Endorsement/Amendment/Conditions Replaced	PP 01 77 02 04	0.00	AMENDMENT OF POLICY PROVISIONS - 231-2626 10 07.pdf
Approved	Personal Injury Protection - Arkansas	PP 05 82	10 07	Endorsement/Amendment/Conditions Replaced	PP 05 82 06 94	0.00	PP 05 82 10 07 PIP AR.pdf
Approved	Underinsured Motorists Coverage - Arkansas	PP 04 34	10 07	Endorsement/Amendment/Conditions Replaced	PP 04 34 8 99	0.00	PP 04 34 10 07 UM AR.pdf
Approved	Uninsured Motorists Coverage - Arkansas	231-2201	10 07	Endorsement/Amendment/Conditions Replaced	231-2201 11 05	0.00	231-2201 10 07 AR UM .pdf
Approved	Form Index Page from Manual			Other Replaced		0.00	Forms Table.pdf

## AMENDMENT OF POLICY PROVISIONS – ARKANSAS

### I. Definitions

The **Definitions** Section is amended as follows:

#### A. Definition **K.** is replaced by the following:

"Newly acquired auto":

1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:

- a. A private passenger auto; or
- b. A pickup or van, for which no other insurance policy provides coverage, that:

- (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and

- (2) Is not used for the delivery or transportation of goods and materials unless such use is:

- (a) Incidental to your "business" of installing, maintaining or repairing furnishings or equipment; or

- (b) For farming or ranching.

2. Coverage for a "newly acquired auto" is provided as described below. If you ask us to insure a "newly acquired auto" after a specified time period described below has elapsed, any coverage we provide for a "newly acquired auto" will begin at the time you request the coverage.

- a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a "newly acquired auto" will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a "newly acquired auto" which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 20 days after you become the owner.

If a "newly acquired auto" replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a "newly acquired auto" begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 20 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the "newly acquired auto" will have the broadest coverage we now provide for any auto shown in the Declarations.

- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

#### B. The following is added to Definition **J.**:

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

## II. Part A – Liability Coverage

Part A is amended as follows:

**A.** The 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, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

1. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  2. To demonstrate the vehicle;
- then we will provide primary insurance.

## III. Part B – Medical Payments Coverage

Part B is amended as follows:

**A.** The 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, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses. However, if a duly licensed automobile dealer provides a vehicle to you or a "family member":

1. For use as a temporary substitute while "your covered auto" is out of normal use because of its breakdown, repair or servicing; or
  2. To demonstrate the vehicle;
- then we will provide primary insurance.

## 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.

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

#### **OTHER SOURCES OF RECOVERY**

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

1. Any coverage provided by the owner of the "non-owned auto";

2. Any other applicable physical damage insurance;

3. Any other source of recovery applicable to the loss.

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

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

2. To demonstrate the vehicle;

then we will provide primary insurance.

F. The **Appraisal** Provision is replaced by the following:

#### **APPRAISAL**

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

1. Pay its chosen appraiser; and

2. Bear the expenses of the appraisal and umpire equally.

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

V. **Part F – General Provisions**

Part F is amended as follows:

A. The **Fraud** Provision does not apply to **Part A – Liability Coverage**.

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

#### **OUR RIGHT TO RECOVER PAYMENT**

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

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

#### **TERMINATION**

##### **Cancellation**

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

1. The named insured shown in the Declarations may cancel by:

a. Returning this policy to us; or

b. Giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
  - a. At least 10 days notice if cancellation is for nonpayment of premium; or
  - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
  - a. For nonpayment of premium; or
  - b. If the policy was obtained through material misrepresentation; or
  - c. If your driver's license or that of:
    - (1) Any driver who lives with you; or
    - (2) Any driver who customarily uses "your covered auto";
 

has been suspended or revoked. This must have occurred:

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

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

#### **Nonrenewal**

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

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

#### **Automatic Termination**

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

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 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.

#### VI. Snowmobile Endorsement Amendment

If the Snowmobile endorsement is attached to this policy, the provisions of the Snowmobile endorsement apply except as follows:

Paragraph **D.** of the **Definitions** Section is replaced by the following:

**D.** The term "your covered auto" is replaced by the term "your covered snowmobile". "Your covered snowmobile" means:

- 1. Any "snowmobile" shown in the Schedule or in the Declarations.
- 2. Any "snowmobile" on the date you become the owner. This provision applies only if you:
  - a. Acquire the "snowmobile" during the policy period; and
  - b. Ask us to insure it within 20 days after you become the owner.
- 3. Any "snowmobile" you do not own while used as a temporary substitute for any other "snowmobile" described in this definition

which is out of normal use because of its:

- a. Breakdown;

- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

This Provision **(3.)** does not apply to **Coverage For Damage To Your Auto.**

#### VII. Named Non-Owner Coverage Endorsement Amendment

If the Named Non-Owner Coverage endorsement is attached to this policy, the provisions of the Named Non-Owner Coverage endorsement apply except as follows:

Paragraph **B.** of the **Definitions** Section is replaced by the following:

- B.** The Definition of "your covered auto" is replaced by the following:

"Your covered auto" means any of the following types of vehicles on the date you become the owner:

- a. A private passenger auto; or
- b. A pickup or van that:
  - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
  - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
    - (a) Incidental to your "business" of maintaining or repairing furnishings or equipment; or
    - (b) For farming or ranching.

This provision applies only:

- a. If you acquire the vehicle during the policy period; and
  - b. For 20 days after you become the owner.
- This insurance does not apply if other insurance applies with respect to newly acquired vehicles.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERSONAL INJURY PROTECTION COVERAGE – ARKANSAS**

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

**SCHEDULE**

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

**I. DEFINITIONS**

The Definitions section is amended as follows:

**A.** The following definitions are replaced:

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

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

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

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

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

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

## II. PERSONAL INJURY PROTECTION COVERAGE INSURING AGREEMENT

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

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

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

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

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

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

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

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

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

## EXCLUSIONS

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

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

**PAYMENT OF BENEFITS**

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

**COORDINATION OF COVERAGE**

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

**LIMIT OF LIABILITY**

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

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

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

**OTHER INSURANCE**

**A.** Any insurance we provide for medical payments:

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

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

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

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

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

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

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

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

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

**III. PART E – DUTIES AFTER AN ACCIDENT OR LOSS**

Part **E** is amended as follows:

- A.** Duties **A.** and **B.3.** are replaced by the following:
- A.** We must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any "insureds" and witnesses.

**B.** A person seeking Personal Injury Protection Coverage must:

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

**B.** The following duties are added:

A person seeking Personal Injury Protection Coverage must:

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

#### **IV. PART F – GENERAL PROVISIONS**

Part **F** is amended as follows:

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

##### **OUR RIGHT TO RECOVER PAYMENT**

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

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

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

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

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

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

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

##### **POLICY PERIOD AND TERRITORY**

**B.** The policy territory is:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

**B.** "Insured" as used in this endorsement means:

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

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

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

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

8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
- a. Denies coverage; or
  - b. Is or becomes insolvent.

#### **EXCLUSIONS**

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

#### **LIMIT OF LIABILITY**

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

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

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

#### **OTHER INSURANCE**

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

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

However, 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; and

2. Notify us in writing by certified mail, return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

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

Written notice of a tentative settlement must include:

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

The following section is added:

### GENERAL PROVISIONS

The following is added to the **Our Right To Recover Payment** Provision in Part F with respect to Underinsured Motorists Coverage:

### OUR RIGHT TO RECOVER PAYMENT

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

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

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and

- b. We also have a right to recover the advanced payment.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**UNINSURED MOTORISTS COVERAGE – ARKANSAS**

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

**SCHEDULE**

Uninsured Motorists Coverage	Limit Of Liability	Premium		
		Auto 1	Auto 2	Auto 3
<b>Bodily Injury And Property Damage</b>	\$ each person			
	\$ each accident	\$	\$	\$
	\$ each accident	\$	\$	\$
<b>Bodily Injury Only</b>	\$ each person			
	\$ each accident	\$	\$	\$

**INSURING AGREEMENT**

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Schedule or Declarations indicates that both bodily injury and property damage Uninsured Motorists Coverage applies.

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

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

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

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".

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

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

D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

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

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

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

#### **EXCLUSIONS**

- A.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
  2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim and such settlement prejudices our right to recover payment.
  2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion **(B.2.)** does not apply to a share-the-expense car pool.
  3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(B.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.
  4. For the first \$200 of the amount of "property damage" to "your covered auto". This Exclusion **(B.4.)** does not apply if:
    - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
    - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.

**C.** This coverage shall not apply directly or indirectly to benefit:

1. Any insurer or self-insurer under any of the following or similar law:
    - a. Workers' compensation law; or
    - b. Disability benefits law.
  2. Any insurer of property.
- D.** No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and
  2. Deter others from similar conduct.

#### **LIMIT OF LIABILITY**

- A.** The limit of Bodily Injury Liability shown in the Schedule or in the Declarations for each person for Uninsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of "bodily injury" sustained by any one person in any one accident. Subject to this limit for each person, the limit of bodily injury liability shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one accident. The limit of Property Damage Liability, if shown in the Schedule or in the Declarations for each accident for Uninsured Motorists Coverage, is our maximum limit of liability for all "property damage" resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
  2. Claims made;
  3. Vehicles or premiums shown in the Schedule or in the Declarations; or
  4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. Part **A** or Part **B** of this policy; or
  2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

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

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

#### **OTHER INSURANCE**

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

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

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

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

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

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<b>TITLE - UNINSURED/UNDERINSURED MOTORISTS</b>		
PP 04 01	06 98	Single Uninsured Motorists Limit
PP 04 02	06 98	Single Underinsured Motorists Limit
*PP 04 34	10 07	Underinsured Motorists Coverage – Arkansas
*231-2201	10 07	Uninsured Motorists Coverage - Arkansas
<b>TITLE - HANOVER SPECIAL COVERAGES</b>		
221-4992	06 86	Waiver of Collision Deductible
IL 0909	03 98	Arkansas Notice – Personal Auto Policy Part D – Coverage for Damage to your Auto
231-0642		Auto Windshield Glass Repair (Special Waiver of Deductible)
PP 03 02	06 98	Optional Limits Transportation Expenses Coverage
<b>NOTICES TO POLICYHOLDER AND MISCELLANEOUS</b>		
231-1863	8-99	Important Notice, change in Minimum Financial Responsibility Limits. (10-1-1999 to 9-30-2000)
231-2030		New Policyholder Notification
231-1878	12 99	Advisory Notice To Policyholders (Diminution of Value)
SIG-0001	06 05	Hanover Signature Page
SIG-0002	06 05	Hanover American Signature Page
SIG-0003	06 05	Massachusetts Bay Signature Page

**\* IS CHANGED ITEM - Your in-force business will be automatically updated for changed forms.**  
Immediately order material required for your new business.

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b> Approved	07-10-2007
<b>Comments:</b>			
<b>Attachment:</b>			
PC Transmittal .pdf			

## Property & Casualty Transmittal Document

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

<b>3. Group Name</b>	<b>Group NAIC #</b>
The Hanover Insurance Company	88

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Hanover Insurance Company	NH	22292	13-5129825	
Massachusetts Bay Insurance Company	NH	22306	04-2217600	
Hanover American Insurance Company	NH	36064	38-0421730	
Allmerica Financial Benefit Insurance Company	MI	41840	23-2643430	

<b>5. Company Tracking Number</b>	PA-AR-07329-60F
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Sandy Nunez 440 Lincoln St.	Filing Analyst	508 855 4369	508 855 4311	<a href="mailto:snunez@hanover.com">snunez@hanover.com</a>
Worcester, MA 01653				

7. Signature of authorized filer	
8. Please print name of authorized filer	Sandy Nunez

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

9. Type of Insurance (TOI)	19.0 Personal Auto
10. Sub-Type of Insurance (Sub-TOI)	19.0001 Private Passenger Auto
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
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: 10/01/2007                      Renewal: 10/01/2007
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	Insurance Services Office
17. Reference Organization # & Title	PP-2007-OUM1
18. Company's Date of Filing	06/29/2007
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>-F</b>	<b>This filing transmittal is part of Company Tracking #</b>	PA-AR-07329-60F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are filing to amend 4 Private Passenger Auto forms in response to Arkansas House Bill 2243.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** 10126087  
**Amount:** \$50.00

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

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