

ARKANSAS AMENDATORY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE COVERAGE PROVIDED BY THE POLICY – PLEASE READ IT CAREFULLY.

ALL CHANGES IDENTIFIED BELOW ARE EFFECTIVE ONLY FOR THE SPECIFIC COVERAGE SECTION IDENTIFIED. ALL TERMS AND CONDITIONS OF THE POLICY REMAIN IN EFFECT AND UNCHANGED UNLESS SPECIFICALLY AMENDED BY THIS ENDORSEMENT.

LIABILITY COVERAGE

Additional Definitions:

Insured:

1.D. is deleted in its entirety and replaced with the following:

- 1.D. Any other *person*, with *your* express permission, for the maintenance or *use* of (i) *your car* or (ii) a *newly acquired car*, provided that all of the following are true:
 - i. The *person* has not operated said *car* six or more times during the 90 days preceding either *your* application for this insurance policy or any loss for which coverage is being sought under this policy; and
 - ii. The *person* possesses a valid, in-force driver's license or learner's permit issued by any state or territory of the United States.

Non-owned car as used in this **LIABILITY COVERAGE**:

1. Means a *car* that satisfies all of the following requirements:
 - A. *You* or a *resident relative* who is a *rated driver* is in lawful possession of the *car*.
 - B. *You* or a *resident relative* who is a *rated driver* have express permission of the *owner* of the *car* to use the *car*.
 - C. None of the following *persons* have an *interest* in such *car*: (i) *you*, (ii) a *resident relative*, (iii) any *person* who resides with *you*, or (iv) an employer of any *person* described in this sentence.
 - D. The *car* is not covered by any other insurance policies or benefits. This requirement shall not apply when this policy (i) provides limits of liability greater than the limits of such other insurance policies or benefits and (ii) such other limits and benefits have been exhausted.
2. If a *car* qualifies as both a *non-owned car* and a *temporary substitute car*, then it is considered a *temporary substitute car* only.

Exclusion

Exclusion 12. is deleted in its entirety and replaced with the following:

12. *Bodily injury* or *property damage* to an *insured* or to any *person* who is:
 - A. Related to any *insured* by blood, marriage, or adoption.
 - B. Is the ward or foster child of any *insured*.

MEDICAL PAYMENTS COVERAGE, INCOME DISABILITY COVERAGE, AND ACCIDENTAL DEATH COVERAGE

Insuring Agreements

Paragraph 1 of the **MEDICAL PAYMENTS COVERAGE** is deleted in its entirety and replaced with the following:

1. *Medical payments* due for the *medical treatment* of *bodily injury* an *insured* sustains as a result of a *motor vehicle accident*, but only if the *insured* undergoes the associated *medical treatment* within twenty-four (24) months after the *motor vehicle accident*.

Determining Reasonable Medical Expenses – Medical Payments Coverage

The first paragraph is deleted in its entirety and replaced with the following:

Determining and Calculating Reasonable Medical Payments – MEDICAL PAYMENTS COVERAGE

Medical Payments will be calculated and paid, up to the limits of coverage, based on the lesser of a) the amount for which **we** can discharge the **insured's** entire obligation to the person providing the goods and services, or b) the charges incurred for goods and services that in **our** judgment, are within the range of charges for the same or similar goods and services, in the geographic area where the services are rendered or the goods are purchased. **We** have the right to make or obtain all of the following to determine if the **bodily injury** was caused by a **motor vehicle accident** and corresponding charges are **medical payments**:

1. Utilization reviews.
2. Peer reviews.
3. Medical bill reviews.
4. Medical examinations of an **insured**.

Exclusions

The following **Exclusions** are added to paragraph 2:

- J. Sustained by an **insured** when a **car** is being **used** by that **insured** and that **insured** has a blood alcohol content in excess of that permitted by state law for persons operating a motor vehicle.
- K. Sustained by an **insured** when a **car** is being **used** by that **insured** and that **insured's** ability to operate a motor vehicle at the time of the loss is impaired by the influence of any illegal or controlled substance as defined by federal law.

PHYSICAL DAMAGE COVERAGE

Exclusions

Exclusions 1.A and C are deleted in their entirety and replaced with the following:

- 1.A. A **person** who operates an **insured car** on a regular basis.
- 1.C. Any **person** who has an **interest** in an **insured car**.

The following **Exclusions** are added:

27. To an **insured car** that occurs while it is being **used** by an **person** with a blood alcohol content in excess of that permitted by state law for persons operating a motor vehicle.
28. To an **insured car** that occurs while it is being **used** by an **person** whose ability to operate a motor vehicle is at the time impaired by the influence of any illegal or controlled substance as defined by federal law.
29. To an **insured car** that occurs while it is being **used** by a **person** who is not a **rated driver** and has operated **your car**, a **temporary substitute car**, or a **newly acquired car** six or more times during the 90 days preceding either **your** application for this insurance policy or any loss for which coverage is being sought under this policy.
30. To an **insured car** that occurs while it is being **used** by a **person** who is not a **rated driver** and does not possess a valid, in-force driver's license or learner's permit issued by any state or territory of the United States.

UNINSURED MOTORIST COVERAGE

Exclusions

The following **Exclusion** is added:

13. Any loss that would be excluded from coverage under **LIABILITY COVERAGE** or **PHYSICAL DAMAGE COVERAGE**.

INSURED'S DUTIES UNDER THE POLICY

Paragraph 5 is deleted in its entirety and replaced with the following:

5. Except as may be required under a state **compulsory insurance law**, **we** have no duty to provide coverage if the failure of any **person** seeking coverage to cooperate or failure to comply with that **person's** duties prejudices **us** in **our** ability to defend or compromises any claim under the policy.

IMPORTANT POLICYHOLDER INFORMATION

The second and third paragraphs are deleted in their entirety and replaced with the following:

Policyholders have the right to file a complaint with the Arkansas Insurance Department (AID). You may call AID to request a complaint form at (800) 852-5494 or (501) 371-2640 or write the Department at:

Arkansas Insurance Department
1 Commerce Way, Suite 102
Little Rock, Arkansas 72202-2083
Telephone: 1-800-282-9134