First Filing Company: The Farmers Automobile Insurance Association, State Tracking Number:

...

Company Tracking Number: P-11-7 IA & F-11-3 IA

TOI: 19.0 Personal Auto Sub-TOI: 19.0000 Personal Auto Combinations

Product Name: PPA

Project Name/Number: Forms Revision/P-11-7 IA & F-11-3 IA

## Filing at a Glance

Companies: The Farmers Automobile Insurance Association, Pekin Insurance Company

Product Name: PPA SERFF Tr Num: PKNS-126978583 State: Iowa
TOI: 19.0 Personal Auto SERFF Status: Closed-Approved State Tr Num:
Sub-TOI: 19.0000 Personal Auto Combinations Co Tr Num: P-11-7 IA & F-11-3 IA State Status:

Filing Type: Form Reviewer(s): Wayne Lacher

Authors: Mark Galvin, Julie Disposition Date: 01/10/2011

Henderson

Date Submitted: 01/10/2011 Disposition Status: Approved

Effective Date Requested (New): 03/01/2011 Effective Date (New): 03/01/2011

Effective Date Requested (Renewal): 04/05/2011 Effective Date (Renewal):

04/05/2011

### **General Information**

Project Name: Forms Revision Status of Filing in Domicile: Pending

Project Number: P-11-7 IA & F-11-3 IA Domicile Status Comments:

Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:

Filing Status Changed: 01/10/2011

State Status Changed: Deemer Date:

Created By: Mark Galvin Submitted By: Mark Galvin

Corresponding Filing Tracking Number:

Filing Description:

Attached in final printed form are several revised Private Passenger Auto forms that are all effective March 1, 2011 New and April 5, 2011 Renewal. Below, the forms are listed and the revisions highlighted for each form.

3003 (03 11) Farmers Automobile Insurance Association Special Provisions

Page 1, under the Definitions section, K.2.b. & c. were replaced with wording from the ISO PPA jacket.

Page 3, the Punitive Damages wording was replaced with wording suggested by our attorney.

3004 (03 11) Pekin Insurance Company Special Provisions

Page 1, under the Definitions section, K.2.b. & c. were replaced with wording from the ISO PPA jacket.

Page 3, the Punitive Damages wording was replaced with wording suggested by our attorney.

First Filing Company: The Farmers Automobile Insurance Association, State Tracking Number:

...

Company Tracking Number: P-11-7 IA & F-11-3 IA

TOI: 19.0 Personal Auto Sub-TOI: 19.0000 Personal Auto Combinations

Product Name: PPA

Project Name/Number: Forms Revision/P-11-7 IA & F-11-3 IA

#### 1572 (03 11) Named Insured's Extension of Coverage

Changed sections B.1. and B.3. to be the same wording as our Personal Auto Policy PP 00 01 (01 05) Exclusions Section.

Added section B.4. to be the same wording as our Personal Auto Policy PP 00 01 (01 05) Exclusions Section.

### **Company and Contact**

#### **Filing Contact Information**

Mark Galvin, Assistant Manager mgalvin@pekininsurance.com
2505 Court St 309-346-1161 [Phone] 2633 [Ext]

Pekin, IL 61558

#### **Filing Company Information**

The Farmers Automobile Insurance Association CoCode: 24201 State of Domicile: Illinois 2505 Court St Group Code: 153 Company Type: P&C Pekin, IL 61558 Group Name: Pekin Insurance State ID Number:

(309) 346-1161 ext. [Phone] FEIN Number: 37-0268670

-----

Pekin Insurance Company CoCode: 24228 State of Domicile: Illinois 2505 Court St Group Code: 153 Company Type: P&C Pekin, IL 61558 Group Name: Pekin Insurance State ID Number:

(309) 346-1161 ext. [Phone] FEIN Number: 37-6028411

-----

## **Filing Fees**

Fee Required? Yes
Fee Amount: \$200.00
Retaliatory? No

Fee Explanation:

Per Company: Yes

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

The Farmers Automobile Insurance Association \$100.00 01/10/2011 43609932

Pekin Insurance Company \$100.00 01/10/2011 43609933

First Filing Company: The Farmers Automobile Insurance Association, State Tracking Number:

...

Company Tracking Number: P-11-7 IA & F-11-3 IA

TOI: 19.0000 Personal Auto Sub-TOI: 19.0000 Personal Auto Combinations

Product Name: PPA

Project Name/Number: Forms Revision/P-11-7 IA & F-11-3 IA

## **Correspondence Summary**

#### **Dispositions**

Status	Created By	Created On	Date Submitted
Approved	Wayne Lacher	01/10/2011	01/10/2011

First Filing Company: The Farmers Automobile Insurance Association, State Tracking Number:

...

Company Tracking Number: P-11-7 IA & F-11-3 IA

TOI: 19.0 Personal Auto Sub-TOI: 19.0000 Personal Auto Combinations

Product Name: PPA

Project Name/Number: Forms Revision/P-11-7 IA & F-11-3 IA

## **Disposition**

Disposition Date: 01/10/2011

Effective Date (New): 03/01/2011 Effective Date (Renewal): 04/05/2011

Status: Approved

Comment:

Rate data does NOT apply to filing.

**Overall Rate Information for Multiple Company Filings** 

Overall Percentage Rate Indicated For This Filing 0.000%

Overall Percentage Rate Impact For This Filing 0.000%

Effect of Rate Filing-Written Premium Change For This Program \$0

Effect of Rate Filing - Number of Policyholders Affected 0

First Filing Company: The Farmers Automobile Insurance Association, State Tracking Number:

...

Company Tracking Number: P-11-7 IA & F-11-3 IA

TOI: 19.00 Personal Auto Sub-TOI: 19.0000 Personal Auto Combinations

Product Name: PPA

Project Name/Number: Forms Revision/P-11-7 IA & F-11-3 IA

Schedule	Schedule Item	Schedule Item Status Public Access
<b>Supporting Document</b>	Filing Fee Information	Yes
Form	Farmers Automobile Insurance	Yes
	Association Special Provisions	
Form	Pekin Insurance Company Special	Yes
	Provisions	
Form	Named Insured's Extension Of Coverage	Yes

First Filing Company: The Farmers Automobile Insurance Association, State Tracking Number:

...

Company Tracking Number: P-11-7 IA & F-11-3 IA

TOI: 19.00 Personal Auto Sub-TOI: 19.0000 Personal Auto Combinations

Product Name: PPA

Project Name/Number: Forms Revision/P-11-7 IA & F-11-3 IA

### Form Schedule

Schedule	Form Name	Form #	Edition	Form Type Action	Action Specific Readability	Attachment
Item			Date		Data	
Status						
	Farmers Automobile Insurance Association Special Provisions	3003	03 11	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0.000 3003 Previous Filing #:	300331.pdf
	Pekin Insurance Company Specia Provisions		03 11	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0.000 3004 Previous Filing #:	300431.pdf
	Named Insured's Extension Of Coverage	1572	03 11	Endorseme Replaced nt/Amendm ent/Conditi ons	Replaced Form #:0.000 1572 Previous Filing #:	157231.pdf

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# FARMERS AUTOMOBILE INSURANCE ASSOCIATION SPECIAL PROVISIONS

#### I. Definitions

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

- K. "Newly acquired auto":
  - "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 Rating of 10,000 lbs. or less; 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":
      - (1) Which replaces a vehicle shown in the Declarations will have the same coverage as the vehicle it replaced.
      - (2) Which is in addition to any vehicle shown in the Declarations 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 30 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) 30 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) 30 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. lf you comply with the 4 day and loss requirement а occurred before you asked us to insure the "newly acquired auto", an Other Than Collision deductible of \$500 will apply.

#### II. Part A - Liability Coverage

Exclusion A.8. is replaced by:

**8.** Using a vehicle without a reasonable belief that that "insured" is entitled to do so.

#### III. Part B - Medical Payments Coverage

- A. Exclusion 7. is replaced by:
  - 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so.
- **B.** The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance.

## IV. Part D - Coverage For Damage To Your Auto INSURING AGREEMENT

- **A.** Paragraph **A.** of the **Insuring Agreement** is replaced by:
  - A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If "you" are involved in a "Collision"

loss with another vehicle insured by "us", the lowest "Collision" deductible of the vehicles involved will apply. We will pay for loss to "your covered auto" caused by:

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

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

**B.** The following definition is added:

"Custom equipment" means equipment, furnishings and parts in or upon any auto, other than:

- Original manufacturer equipment, furnishings or parts; or
- 2. Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality.

"Custom equipment" includes but is not limited to:

- 1. Special carpeting or insulation;
- 2. Furniture or bars:
- 3. Height-extending roofs;
- **4.** Body, engine, exhaust or suspension enhancers;
- **5.** Winches, or anti-roll or anti-sway bars:
- **6.** Custom grilles, louvers, side pipes, hood scoops or spoilers;
- **7.** Custom wheels, tires or spinners;
- **8.** Custom chrome, murals, paintwork, decals or other graphics; or
- **9.** Caps, covers or bedliners.

"Custom equipment" does not include electronic equipment that reproduces, receives or transmits audio, visual or data signals.

#### **EXCLUSIONS**

**A.** Exclusion **7.** is replaced by the following: We will not pay for:

#### **7.** Loss to:

- 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 (7.) 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 30 days after you become the owner.
- **B.** Exclusion **10.** is replaced by the following:
  - Loss to any "custom equipment" in or upon "your covered auto" or any "non-owned auto".

This Exclusion (10.) does not apply to the first \$1,500 of "custom equipment" in or upon "your covered auto" or any "non-owned auto".

**C.** The following exclusion is added:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

#### LIMIT OF LIABILITY

Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:

- A. Our limit of liability for loss will be the lesser of the:
  - **1.** Actual cash value of the stolen or damaged property; or
  - **2.** Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

- 1. Any "non-owned auto" which is a trailer is \$1,500.
- 2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- "Custom equipment" in or upon "your covered auto" or any "non-owned auto" is \$1,500.

#### V. Part E. - Duties After an Accident or Loss

Part E. is amended as follows:

- **B.5.** is replaced by the following:
- 5. Written notice must be given to "us" as soon as reasonably possible within one year from the date of accident. The notice must give the time, place and circumstances of the accident or loss, including the names and addresses of injured persons and witnesses. But, failure to furnish the notice or proof within the time required does not invalidate or reduce a claim unless it is prejudicial to "us" or it was reasonably possible to meet the time limit.

#### VI. Part F. - General Provisions

The following provisions are added:

**Punitive Damages** - This insurance does not apply to damages awarded as punitive damages, exemplary damages, or statutory multiple damages. If a lawsuit or civil proceeding is filed against the insured to which this insurance applies alleging both compensatory damages and punitive damages, exemplary damages, or statutory multiple damages, we will afford a defense against the

lawsuit or civil proceeding, subject to the limitations and provisions stated in the policy. However, we will not have any obligation to pay for any costs, interest, or damages, attributable to punitive damages, exemplary damages, or statutory multiple damages.

**Extended Renewal Premium Payment Period** - If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect.

All renewal premiums are due and payable on or before 12:01 A.M. (Standard Time) on the first day of each policy period. If the premium is received at the Home Office in Pekin, Illinois, or by an authorized representative of the Company on or before the 20th day following the first day of each policy period, the policy shall remain in full force. If the premium is not paid when due or within the 20 day extended period, then coverage under the policy shall cease at 12:01 A.M. (Standard Time) on the 1st day of each policy period.

# RECIPROCAL POLICY CONDITIONS THE FARMERS AUTOMOBILE INSURANCE ASSOCIATION

This policy is made and accepted in consideration of the payment of Premium Deposit herein provided and the execution of a power of attorney to The Farmers Automobile Management Corporation, authorizing it to execute inter-insurance policies between the holder of this policy, herein called the "named insured" and other subscribers to The Farmers Automobile Insurance Association.

No term or condition of the policy is intended to create, creates or shall be construed to create a partnership or mutual insurance association, or to give rise to or create any joint liability.

To enforce any claims arising under this policy, The Farmers Automobile Insurance Association shall be sued or sue in its own name as in the case of an individual. Service of process in any such suit against The Farmers Automobile Management shall be upon the The Farmers Automobile Management Corporation, Attorney-in-Fact.

The annual meeting of the members of The Farmers Automobile Insurance Association shall be held at the Home Office at Pekin, Illinois, on the second Tuesday of each February unless said day shall be a legal holiday, in which event said meeting shall be held on the day following. The Advisory Committee shall be chosen by the subscribers from among themselves, at the annual meeting, or any special meeting held for that purpose, and shall have full power and authority to establish rules and regulations for the management of The Farmers Automobile Insurance Association not inconsistent with subscribers' agreements.

This policy is non-assessable.

All other items and conditions of this policy remain unchanged.

IN WITNESS WHEREOF, THE FARMERS AUTOMOBILE INSURANCE ASSOCIATION has caused this policy to be signed by the Farmers Automobile Management Corporation, Pekin, Illinois.

FARMERS AUTOMOBILE MANAGEMENT CORPORATION ATTORNEY-IN-FACT

Secretary

President

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# PEKIN INSURANCE COMPANY SPECIAL PROVISIONS

#### I. Definitions

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

- K. "Newly acquired auto":
  - "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 Rating of 10,000 lbs. or less; 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;
        - **(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":
      - (1) Which replaces a vehicle shown in the Declarations will have the same coverage as the vehicle it replaced.
      - (2) Which is in addition to any vehicle shown in the Declarations 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 30 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) 30 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) 30 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.

#### II. Part A - Liability Coverage

Exclusion A.8. is replaced by:

**8.** Using a vehicle without reasonable belief that that "insured" is entitled to do so.

#### III. Part B - Medical Payments Coverage

- **A.** Exclusion **7.** is replaced by:
  - 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so.
- **B.** The following exclusion is added:

We do not provide Medical Payments Coverage for any "insured" for "bodily injury" sustained while "occupying" any auto not owned by, or furnished or available for the regular use of, you or any "family member" when it is being used as a public or livery conveyance.

## IV. Part D - Coverage For Damage To Your Auto INSURING AGREEMENT

- **A.** Paragraph **A.** of the **Insuring Agreement** is replaced by:
  - A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, minus any applicable deductible shown in the Declarations. If "you" are involved in a "collision" loss with another vehicle insured by "us", the lowest "collision" deductible of the vehicles involved will apply. We will pay for loss to "your covered auto" caused by:
    - 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
    - 2. "Collision" only if the Declarations

indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

**B.** The following definition is added:

"Custom equipment" means equipment, furnishings and parts in or upon any auto, other than:

- **1.** Original manufacturer equipment, furnishings or parts; or
- **2.** Any replacement of original manufacturer equipment, furnishings or parts with other equipment, furnishings or parts of like kind and quality.

"Custom equipment" includes but is not limited to:

- 1. Special carpeting or insulation;
- 2. Furniture or bars;
- 3. Height-extending roofs;
- **4.** Body, engine, exhaust or suspension enhancers;
- 5. Winches, or anti-roll or anti-sway bars;
- **6.** Custom grilles, louvers, side pipes, hood scoops or spoilers;
- **7.** Custom wheels, tires or spinners:
- **8.** Custom chrome, murals, paintwork, decals or other graphics; or
- **9.** Caps, covers or bedliners.

"Custom equipment" does not include electronic equipment that reproduces, receives or transmits audio, visual or data signals.

#### **EXCLUSIONS**

**A.** Exclusion **7.** is replaced by the following:

We will not pay for:

- **7.** Loss to:
  - 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 (7.) 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 30 days after you become the owner.
- **B.** Exclusion **10.** is replaced by the following:
  - Loss to any "custom equipment" in or upon "your covered auto" or any "non-owned auto".

This Exclusion (10.) does not apply to the first \$1,500 of "custom equipment" in or upon "your covered auto" or any "non-owned auto".

**C.** The following exclusion is added:

Loss to "your covered auto" or any "non-owned auto" due to "diminution in value".

"Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

#### **LIMIT OF LIABILITY**

Paragraph **A.** of the **Limit Of Liability** Provision is replaced by the following:

- A. Our limit of liability for loss will be the lesser of the:
  - Actual cash value of the stolen or damaged property; or
  - 2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

 Any "non-owned auto" which is a trailer is \$1,500.

- 2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.
- 3. "Custom equipment" in or upon "your covered auto" or any "non-owned auto" is \$1,500.

#### V. Part E. - Duties After an Accident or Loss

Part E. is amended as follows:

- **B.5.** is replaced by the following:
- 5. Written notice must be given to "us" as soon as reasonably possible within one year from the date of accident. The notice must give the time, place and circumstances of the accident or loss, including the names and addresses of injured persons and witnesses. But, failure to furnish the notice or proof within the time required does not invalidate or reduce a claim unless it is prejudicial to "us" or it was reasonably possible to meet the time limit.

#### VI. Part F. - General Provisions

The following provisions are added:

Punitive Damages - This insurance does not apply to damages awarded as punitive damages, exemplary damages, or statutory multiple damages. If a lawsuit or civil proceeding is filed against the insured to which insurance applies alleging compensatory damages and punitive damages, exemplary damages, or statutory multiple damages, we will afford a defense against the lawsuit or civil proceeding, subject to the limitations and provisions stated in the policy. However, we will not have any obligation to pay for any costs, interest, or damages, attributable to punitive damages, exemplary damages, or statutory multiple damages.

**Extended Renewal Premium Payment Period** - If we elect to continue this insurance, we will renew this policy if you pay the required renewal premium for each successive policy period, subject to our premiums, rules and forms then in effect.

All renewal premiums are due and payable on or before 12:01 A.M. (Standard Time) on the first day of each policy period. If the premium is received at the Home Office in Pekin, Illinois, or by an authorized representative of the

Company on or before the 20th day following the first day of each policy period, the policy shall remain in full force. If the premium is not paid when due or within the 20 day extended period, then coverage under the policy shall cease at 12:01 A.M. (Standard Time) on the 1st day of each policy period.

IN WITNESS WHEREOF, THE PEKIN INSURANCE COMPANY has caused this policy to be signed by its president and secretary at Pekin, Illinois.

Secretary

President

**PEKIN INSURANCE COMPANY** 

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### NAMED INSURED'S EXTENSION OF COVERAGE

Coverage  ${\bf A}$  - Liability Coverage Exclusion  ${\bf B}$  is amended to:

- **B.** We do not provide Liability Coverage for the ownership, maintenance or use of:
  - **1.** Any vehicle which:
    - a. Has fewer than four wheels; or
    - **b.** Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- **a.** While such vehicle is being used by an "insured" in a medical emergency;
- b. To any "trailer"; or
- **c.** To any non-owned golf cart.
- Any vehicle, other than "your covered auto", which is:
  - a. Owned by you; except a vehicle covered for "bodily injury" and "property damage" and furnished for the regular use of a "family member";
  - b. Furnished or available for your regular use.

- Any vehicle, other than "your covered auto", which is:
  - a. Owned by any "family member"; or
  - **b.** Furnished or available for the regular use of any "family member".

However, this Exclusion (B.3.) does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or
- **b.** Furnished or available for the regular use of a "family member".
- **4.** Any vehicle, located inside a facility designed for racing, for the purpose of:
  - a. Competing in; or
  - **b.** Practicing or preparing for;

any prearranged or organized racing or speed contest.

THE FARMERS AUTOMOBILE INSURANCE ASSOCIATION PEKIN INSURANCE COMPANY

First Filing Company: The Farmers Automobile Insurance Association, State Tracking Number:

...

Company Tracking Number: P-11-7 IA & F-11-3 IA

TOI: 19.0 Personal Auto Sub-TOI: 19.0000 Personal Auto Combinations

Product Name: PPA

Project Name/Number: Forms Revision/P-11-7 IA & F-11-3 IA

## **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Filing Fee Information

Comments:

ok