

SERFF Tracking Number: CHUB-125300223 State: Arkansas
Filing Company: Federal Insurance Company State Tracking Number: AR-PC-07-026154
Company Tracking Number: 07-PIM-2-F
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0001 Other Personal Lines
Product Name: Extended Warranty Program
Project Name/Number: Extended Warranty Program/07-PIM-2-F

Filing at a Glance

Company: Federal Insurance Company
Product Name: Extended Warranty Program SERFF Tr Num: CHUB-125300223 State: Arkansas
TOI: 33.0 Other Lines of Business SERFF Status: Closed State Tr Num: AR-PC-07-026154
Sub-TOI: 33.0001 Other Personal Lines Co Tr Num: 07-PIM-2-F State Status:
Filing Type: Form Co Status: Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Author: Diana Cardone Disposition Date: 10/08/2007
Date Submitted: 09/21/2007 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New): 10/08/2007
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
10/08/2007

General Information

Project Name: Extended Warranty Program Status of Filing in Domicile: Disapproved
Project Number: 07-PIM-2-F Domicile Status Comments: The domiciliary
state of Indiana does not accept Group P/C
filings.
Reference Organization: N/A Reference Number: N/A
Reference Title: N/A Advisory Org. Circular: N/A
Filing Status Changed: 10/08/2007
State Status Changed: 09/21/2007 Deemer Date:
Corresponding Filing Tracking Number: CHUB-125300224, our # 07-
PIM-2-R
Filing Description:
RE: Extended Warranty Policy
Federal Insurance Company
NAIC: 038-20281
FEIN: 13-1963496
Our Filing No. 07-PIM-2-F
Line of Business: Other Lines of Business #33.0000
Form Nos.: EXW5000 (Ed. 01/07); EXW5000-C (Ed. 01/07); EW-BP3000 (Ed. 1/07) APP

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Dear Mr. Lacy,

This filing and its attachments serve to submit for your review and approval of the forms for Chubb's new Extended Warranty Policy Insurance Program. This is a countrywide initiative and will be available to financial institution groups who wish to provide extended warranty coverage to their accountholders or cardholders. The coverage provided under this program extends the period of time of the original manufacturer warranty and any purchased warranty on the purchases made by the accountholder or cardholder. The financial institution will pay the policy premium for this coverage. It is our belief that this product will meet the needs of our customers and be positively received in the market place.

On behalf of Federal Insurance Company, please review for approval the enclosed forms (see listing below).

1. Extended Warranty Policy – EXW5000 (Ed. 01/07)
2. Description of Coverage (DOC) – EXW 5000-C (Ed. 01/07) This document provides a summary of benefits, definitions, exclusions and claim provisions and will be provided to each insured covered under this policy.
3. Policyholder Application – EW-BP 3000 (Ed. 1/07) APP

The policy will be marketed by our Licensed and Appointed agents and brokers.

The rate filing has been submitted under SERFF filing # CHUB-125300224 and our Filing # 07-PIM-2-R.

Company and Contact

Filing Contact Information

Fran Muldoon, Manager - CPI State Filings fmuldoon@chubb.com
Dept.
202 Hall's Mill Rd. (908) 572-2875 [Phone]
Whitehouse Station, NJ 08889-9977 (908) 572-4034[FAX]

Filing Company Information

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Federal Insurance Company CoCode: 20281 State of Domicile: Indiana
202 Hall's Mill Road Group Code: 38 Company Type:
P.O. Box 1650
Whitehouse Station, NJ 08889-1650 Group Name: State ID Number:
(908) 572-4726 ext. [Phone] FEIN Number: 13-1963496

SERFF Tracking Number: CHUB-125300223 *State:* Arkansas
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Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: one form filing @ \$50.00 = \$50.00

Check overnighted to DOI 9/21/07

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$0.00	09/21/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
CHUB-125300223	\$50.00	09/20/2007

SERFF Tracking Number: CHUB-125300223 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/08/2007	10/08/2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Arkansas Amendatory Endorsement	Form	Diana Cardone	10/08/2007	10/08/2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Form: Policy EXW5000	Note To Filer	Llyweyia Rawlins	09/28/2007	09/28/2007

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Disposition

Disposition Date: 10/08/2007

Effective Date (New): 10/08/2007

Effective Date (Renewal): 10/08/2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Policy	Approved	Yes
Form	Description of Coverage	Approved	Yes
Form	Extended Warranty/Buyer Protection Insurance Application	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 10/08/2007

Comments:

Good Morning Ms. Rawlins:

This is in reply to your "Note to Filer" dated 9/28/07. I will attempt to answer each concern in the order presented.

1. We have attached the Arkansas Amendatory Endorsement EW 1001AR (Ed. 10/07) as requested.
2. The Arbitration clause(s) found in this filing has been amended. The Arkansas Amendatory Endorsement amends the Arbitration policy condition to state that arbitration is voluntary and non-binding.
3. Legal Action Against Us Policy Condition. The Arkansas Amendatory Endorsement amends this condition to state that no action may be brought after 5 years from the time complete proof of loss is required to be given.

We trust that the changes are in compliance with the DOI and it will enable you to continue your review of this filing.

Should you have any additional questions, please do not hesitate to contact me at 908-572-2872 or dcardone@chubb.com

Regards, Diana Cardone

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Arkansas Amendatory Endorsement	EW 1001AR	10/07	Endorsement/Amendment/Conditions	New			0	Arkanas EW Amendatory Endorsement.pdf

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Policy	EXW5000	01/07	Policy/Cove	New		0.00	Extended Warranty Policy_Final 2007_.pdf
Approved	Description of Coverage	EXW5000 -C	01/07	Other	New		0.00	Extended Warranty DOC.pdf
Approved	Extended Warranty/Buyer Protection Insurance Application	EW-BP 3000 APP	01/07	Application/ Binder/Enro	New		0.00	Application.p df
Approved	Arkansas Amendatory Endorsement	EW 1001AR	10/07	Endorseme nt/Amendm ent/Condi	New		0.00	Arkanas EW Amendatory Endorsemen t.pdf



EXTENDED WARRANTY POLICY
INSURANCE PROGRAM

Issued by
Federal Insurance Company

FOR

[POLICYHOLDER]

[Producer: XYZ, Inc.]
[123 Any Street]
[Any town, Any State]
[Attn: John Smith]

Chubb Underwriting Office: [Federal Insurance Company]
[202 Hall's Mill Road]
[P O BOX 1600]
[Whitehouse Station, New Jersey 08889-1600]

*Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this **Policy**. Defined terms include the plural.*

*Throughout the use of this **Policy** the words "**We**", "**Us**", and "**Our**" refer to the **Company** providing this insurance.*

Please read this Policy carefully.

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INSURING AGREEMENT

SECTION I – POLICYHOLDER INFORMATION

CHUBB GROUP OF INSURANCE COMPANIES
15 Mountain View Road , P.O. Box 1615
P.O. Box 1615, Warren, N.J. 07061-1615

Policyholder's Name and Address:

[ABC, Inc.]
[123 Main Street]
[P.O. Box 4567]
[Town, State, Zip]

Policy Number: [1234-44-5678]
Effective Date: [01/01/2007]
Anniversary Date: [January 1]

Issued by the stock insurance company indicated below:
FEDERAL INSURANCE COMPANY
incorporated under the laws of Indiana

SECTION II – POLICY PERIOD AND COMPANY

Policy Period: From: [01 – 01 -2007] To: [01-01-2008]
12:01 A.M. standard time at the **Policyholder's** address shown in Section I of the Insuring Agreement.

This insurance is provided by the **Company** in consideration of payment of the required premium.

The insurance under this **Policy** begins on the Effective Date shown in Section I of the Insuring Agreement. The insurance under this **Policy** ends on the last day of the **Policy** Period shown in Section II of the Insuring Agreement.

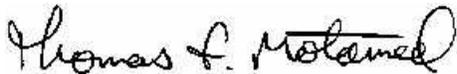
The **Policyholder's** acceptance of this **Policy** terminates any prior **Policy** of the same **Policy** number, effective with the inception of this **Policy**.

Coverage is provided for citizens and residents of the **United States of America**.

Company

The **Company** issuing this **Policy** has caused this **Policy** to be signed by its authorized officers, but this **Policy** shall not be valid unless also signed by a duly authorized representative of the **Company**.

FEDERAL INSURANCE COMPANY (Incorporated under the laws of Indiana)



President



Secretary

Authorized Representative

[Countersigned by :

Licensed Resident Agent]

PREMIUM SUMMARY

SECTION I - PREMIUM DUE DATE

[02 -01 - 2007]

SECTION II - PREMIUM PAYMENT

Payment of Premium:

The **Policyholder** is responsible for the collection and remittance of all premiums. Premium is payable on the due date shown above and thereafter as indicated below:

[Annually] [Semi-Annually] [Quarterly] [Monthly]

[Other: _____]

Computation of Premium:

a. The Premium shall be computed as indicated below:

[Per Statement Active Account] [Per Debit Active Account] [Per Transaction]

[Other: _____]

b. The Premium for each **Insured Person** under the **Policy** shall be as follows:

	<u>ANNUAL PREMIUM</u>	<u>MONTHLY PREMIUM</u>
[Class 1.	\$ _____	\$ _____]
[Class 2.	\$ _____	\$ _____]
[Class 3.	\$ _____	\$ _____]
[Class 4.	\$ _____	\$ _____]

[Other:]

DECLARATIONS

*Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, New Jersey 07061-1615*

Policyholder's Name:
[ABC, Inc.]

*Issued by the stock insurance company
indicated below:*
FEDERAL INSURANCE COMPANY
Incorporated under the laws of
INDIANA

SECTION I – INSURED PERSONS

The following are the **Insured Persons** under this **Policy**:

<u>Class</u>	<u>Description</u>
[1]	[All [Platinum Cardmembers] [Platinum Cardholders]
[2]	[All [Gold Cardmembers] [Gold Cardholders]

If, subject to all the terms and conditions of this **Policy** a person is eligible for insurance under multiple **Classes** of **Insured Persons** described above, then such person will only be insured under the **Class** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.

[If, subject to all the terms and conditions of this **Policy** a person is eligible for insurance under multiple **Accounts**, then such person will only be insured once, under the **Account** which provides the **Insured Person** the largest **Benefit Amount** for the loss that has occurred.]

SECTION II – AMOUNT OF INSURANCE

The following are **Benefit Amounts** for each **Class**:

Class	Maximum Benefit Amount	Annual Maximum Benefit Amount per Account
[1]	[\$10,000]	[\$50,000]
[2]	[\$5,000]	[\$25,000]

CONTRACT

SECTION I – INSURANCE

When Coverage Applies:

We will duplicate the time period of the original U.S. **Manufacturer Warranty** and any **Purchased Warranty** on an **Insured Person's Covered Purchase**, up to a maximum of [12] months. If a U.S. **Manufacturer Warranty** or a **Purchased Warranty** is made up of multiple components, We will duplicate the time period of each component. If the total time period for the U.S. **Manufacturer Warranty** and the **Purchased Warranty** is greater than [36] months there is no coverage under this **Policy**. In no event will the total time period for all warranties, including this **Policy**, exceed [48] months.

Coverage:

We will duplicate the terms, conditions and limitations of the U.S. **Manufacturer Warranty** and any **Purchased Warranty** on an **Insured Person's Covered Purchase** up to the Maximum Benefit Amount, shown in Section II of the Declarations, for repair to defects in material or workmanship in a **Covered Purchase**; or for replacement of a **Covered Purchase** if repairs to defects cannot be made. This coverage only applies if the **Insured Person** charged or debited the entire cost of the **Covered Purchase** [and the entire cost of the **Purchased Warranty**] to the **Insured Person's Account** during the **Policy** period. [If the entire cost of the **Purchased Warranty** is not charged or debited to the **Insured Person's Account**, We will only duplicate the original U.S. **Manufacturer Warranty**.]

We will reimburse the **Insured Person** for the lesser of:

- a. the cost of the **Covered Purchase** indicated on the **Insured Person's Account** statement; or
- b. the actual cost to repair or replace the **Covered Purchase** with an item of like kind and quality; or
- c. the Maximum Benefit Amount shown in Section II of the Declarations.

In no event will We be liable beyond the amounts actually paid by the **Insured Person**.

In no event will We pay more than the Annual Maximum Benefit Amount, shown in Section II of the Declarations, in any 12 month **Policy** period, regardless of the number of claims made in that 12 month **Policy** period.

SECTION II: ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

Eligibility

An individual becomes eligible for coverage under this **Policy** when:

- 1) such person is a member of an eligible **Class of Insured Persons** as shown in Section I of the Declarations; and
- 2) the required premium for such person has been paid.

Termination Date of Coverage:

An individual becomes ineligible for coverage under this **Policy** at the earliest of the following:

- 1) on the date the **Policy** is terminated;
- 2) on the expiration of the **Policy** term for which premium has been paid; or
- 3) on the date the **Insured Person** no longer falls within a **Class of Insured Persons** as shown in Section I of the Declarations.

However, subject to all other terms and conditions of this **Policy**, if a **Covered Purchase** occurs while an individual is an **Insured Person** under this **Policy**, coverage will apply with respect to that **Covered Purchase** even if the individual is no longer an **Insured Person** at the time of the claim.

SECTION III - EXCLUSIONS

[Insurance under this **Policy** does not apply to **Covered Purchases** that:

1. are services, including but not limited to the performance or rendering of labor or maintenance, repair or installation of goods or property or professional advice;
2. are shipping, transportation or delivery costs;
3. are boats, automobiles, aircraft or any other motorized vehicles, or motorized vehicle parts subject to high risk, combustible wear and tear or mileage stipulations;
4. are land, buildings, permanently installed items, fixtures or structures;
5. are plants, shrubs, pets, consumables or perishables;
6. are computer software or applications;
7. are purchased for resale[,] [professional] [or] [commercial use];
8. are still covered under the U.S. **Manufacturer Warranty** or **Purchased Warranty**;
9. did not originally come with a U.S. **Manufacturer Warranty** or **Purchased Warranty**;
10. are used, rebuilt, refurbished or remanufactured.]

[Insurance under this **Policy** does not apply to defects in material or workmanship of a **Covered Purchase** that are:

1. not covered under the terms of either the original U.S. **Manufacturer Warranty** or **Purchased Warranty**;
2. repaired at a repair facility that is not authorized by the original product manufacturer;
3. covered by a product recall;
4. the result of a power surge;
5. the result of normal wear and tear;
6. the result of any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination.]

SECTION IV - DEFINITIONS

Account means **Credit Card** accounts or **Debit Card** accounts.

[**Accountholder** means any individual who is named on an open and active **Account**.]

Administrator means:

- a) the **Company**; or
- b) the organization contracted by the **Company** to process reports of covered losses and pay claims.

[**Cardholder** means an individual who is named on the **Account** card.]

[**Cardmember** means an individual who is named on the **Account** card.]

Class means the categories of **Insured Persons** described in Section I of the Declarations.

Company means Federal Insurance Company.

[**Covered Purchase** means personal property, including gift items, not otherwise excluded that is purchased in full by the **Insured Person** using the **Credit Card** or **Debit Card** issued by the **Policyholder**.]

[**Covered Purchase** means the personal property items listed below, including gift items, not otherwise excluded that is purchased in full by the **Insured Person** using the **Credit Card** or **Debit Card** issued by the **Policyholder**:

[Audio systems;]	[Large Appliances]
[Televisions;]	[Portable Appliances]
[DVD players;]	[Computers and Printers]
[Home theaters;]	[Telephones, Cell Phones and Fax Machines]
[Cameras and Camcorders]	[Electronics]

]

Credit Card means a payment medium that takes the form of a credit card, credit plate, charge plate, courtesy card, or other identification card or devise, issued to the **Insured Person**. **Credit Card** does not include a **Debit Card**.

Debit Card means a payment medium that takes the form of a card, plate or other identification card or device, issued to the **Insured Person** who is an owner of a deposit account. **Debit Card** does not include a **Credit Card**.

Insured Person means a person, qualifying as a **Class** member under Section I of the Declarations:

- 1) who elects insurance; or
- 2) for whom insurance is elected,
- 3) and on whose behalf premium is paid.

Manufacturer Warranty means a written guarantee to fix any defects in material or workmanship in a **Covered Purchase**, made to the **Insured Person** by the maker of the **Covered Purchase**.

Policyholder means the entity identified in the Insuring Agreement.

Policy means this contract of insurance.

Proof of Loss means written evidence acceptable to **Us** that a loss has occurred.

Purchased Warranty means an optional written guarantee to fix any defects in material or workmanship in a **Covered Purchase**, bought by the **Insured Person** at the time of the **Covered Purchase**.

United States of America means the 50 United States, the District of Columbia, Puerto Rico, Guam, U.S. Virgin Islands and American Samoa.

We, Us, and Our means Federal Insurance Company.

SECTION V – POLICY CONDITIONS

Addition of New Insured Persons

Any new person who meets the eligibility criteria for the **Class(es)** described in Section I of the Declarations will automatically be an **Insured Person** under this **Policy**.

Arbitration

In the event of a dispute under this **Policy**, either **We** or the **Insured Person** may make a written demand for arbitration. In that case, **We** and the **Insured Person** will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within 15 days, then either **We** or the **Insured Person** may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the State of the **Insured Person's** principal residence.

Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

Cancellation, Nonrenewal and Grace Period

A) Grace Period

The **Policyholder** is entitled to a grace period of [31 days] from the premium due date for the payment of premium due. This **Policy** will continue in force during the grace period. The grace period does not apply to the first premium payable during this **Policy** term. Failure to pay the first premium on or before the due date will immediately terminate this **Policy** as of inception. **We** are not required to provide notification of such termination.

B) Cancellation, Nonrenewal

The **Policyholder** may cancel this **Policy** by sending **Us** written notice stating when cancellation is to take effect. The effective date of cancellation may not be earlier than the date notice is postmarked or transmitted.

[The **Insured Person** may cancel his or her insurance described in this **Policy** by returning to **Us** or **Our** authorized representative the Description of Coverage with a written request for cancellation within [90] days of receipt. The premium will be fully refunded.]

We may cancel this **Policy** if the **Policyholder** fails to pay the premium within the grace period of [31 days] after the premium due date, except for the first premium due during the **Policy** period. **We** will send written notice stating the effective date of cancellation, which will be no earlier than [31 days] after the premium due date. **We** may only cancel this **Policy** in accordance with applicable law by sending written notice stating when thereafter such cancellation shall take effect.

We may nonrenew this **Policy** by sending written notice at least [45 days] before the expiration date of the Policy Period shown in the Insuring Agreement.

We will send notice of cancellation or nonrenewal to the **Policyholder** at its last known address. If the notice is mailed, proof of mailing will be considered proof of cancellation or nonrenewal. The **Policyholder** is required to immediately provide notice of cancellation or nonrenewal to all **Insured Persons**.

The earned premium will be computed on a [pro-rata] basis. Any unearned premium will be returned to the **Policyholder** as soon as practicable.

Changes

To be valid, any change or waiver must be in writing, approved by one of **Our** authorized representatives and made a part of the **Policy**. No agent has authority to change or waive any part of this **Policy**.

How to File a Claim

The **Insured Person** must send the **Administrator** written notice of a claim, including **Insured Person's** name and **Policy** number, within [45] days after a covered loss occurs.

The **Insured Person** must:

- a. protect the **Covered Purchase** from further loss or damage;
- b. report any loss to the **Administrator**;
- c. complete the claim form and return along with legible copies of the original U.S. **Manufacturer Warranty, Purchased Warranty, Account** statement showing the purchase of the **Covered Purchase** and original purchase receipt to the **Administrator**;
- d. provide a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the **Covered Purchase** has actually been replaced or repaired;
- e. cooperate with the **Administrator** in the investigation, settlement or handling of any claims;
- f. permit the **Administrator** to question the **Insured Person** under oath whenever **Our** investigation deems it necessary. All statements taken will be signed by the **Insured Person**; and,
- g. authorize the **Administrator** to obtain records, reports or any other documentation requested necessary to **Our** investigation or to verify the claim .

Claim Forms

When the **Administrator** is told of a claim, the **Administrator** will give the **Insured Person** forms for filing **Proof of Loss**. If these forms are not given to the **Insured Person** within 15 days the **Insured Person** will meet **Proof of Loss** requirements by giving the **Administrator** a written description of the covered loss.

Claim Proof of Loss

Complete **Proof of Loss** must be given to the **Administrator** within [90] days after a covered loss.

Claim Payment

Reimbursement for covered losses will be paid to the **Insured Person** within [60] days after the **Administrator** receives **Proof of Loss**.

Claim and Suit Cooperation

In the event of a claim under this **Policy**, the **Policyholder** and the **Insured Person** must fully cooperate with **Us** in **Our** handling of the claim. If **We** are sued in connection with a claim under this **Policy**, then the **Policyholder** and the **Insured Person** must fully cooperate with **Us** in the handling of such suit. The **Policyholder** and the **Insured Person** must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

Compliance by Policyholder and Insured Person

We have no duty to provide insurance under this **Policy** unless the **Policyholder** and the **Insured Person** have fully complied with all the terms and conditions of this **Policy**.

Concealment or Fraud

Insurance under this **Policy** is void if:

1. the **Policyholder** or any **Insured Person** has intentionally concealed or misrepresented any material fact relating to this **Policy** before or after a loss;
2. the **Policyholder** or any **Insured Person** has intentionally concealed or misrepresented any material fact relating to a loss; or
3. the **Policyholder** or any **Insured Person** files a false report of a loss.

Description of Coverage

When required by law, the **Policyholder** will deliver to the **Insured Person** a Description of Coverage, approved by **Us**. The Description of Coverage will describe the benefits, exclusions, limitations, and conditions of this **Policy** and state to whom benefits are payable. Any subsequent changes to this **Policy** will also apply to the existing Description of Coverage.

Entire Contract

This **Policy**, the **Policyholder's** application and the **Insured Person's** application, if any, together with the endorsements attached to this **Policy**, constitute the entire contract of insurance.

Examination Under Oath

The **Insured Person** and **Policyholder**, as often as may be reasonably required by **Us**, will submit, and within its power cause others to submit, to examinations under oath and will produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by **Us** or **Our** representative, and will permit extracts and copies thereof to be made. No such examination under oath, examination of documents or any other act of **Ours**, **Our** employees or **Our** representatives in connection with the investigation of any loss or claim will be deemed a waiver of any defense and such acts will be deemed to have been made or done without prejudice to **Our** liability.

Governing Jurisdiction and Conformance With Statutes

This **Policy** is governed by the laws of the jurisdiction in which it is delivered to the **Policyholder**. Any terms of this **Policy** which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this **Policy** is delivered are amended to conform to such statutes, laws or regulations. Any terms of a description of coverage which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which the certificate is delivered are amended to conform to the statutes, laws or regulations of the jurisdiction.

Informational and Advertising Material Approval:

The **Policyholder** and its subscribing organizations and representatives must gain **Our** prior written approval for all material relating to this **Policy**, including but not limited to, direct mail, printed materials, electronic media and telemarketing scripts. **We** will not be responsible for any increase in payment or any changes in insurance resulting from such materials that have not been approved by **Us**.

Legal Action Against Us

No legal action may be brought to recover on this **Policy** until 60 days after **We** have been given complete **Proof of Loss**. No such action may be brought after 3 years from the time complete **Proof of Loss** is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this **Policy**.

In no case will **We** be liable for benefits that are not payable under the terms of this **Policy** or that exceed the applicable benefit amounts or limits of insurance of this **Policy**.

No Benefit to Others

This coverage will in no way inure directly or indirectly to the benefit of any insurer, person, organization or other bailee.

Premium Payment

The **Policyholder** will collect and remit to **Us** all premium due under this **Policy**, subject to the grace period.

Premium is adjustable. The earned premium is calculated for each reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to calculate the premium and send **Us** copies of these records for each reporting period.

The earned premium will be computed on a [pro-rata] basis. Any unearned premium will be remitted to the **Policyholder** as soon as practicable.

Premium Provisions

The **Policyholder** will pay all required premium due under this **Policy**, subject to the grace period. Annual Premiums and Deposit Premiums are due at the beginning of the Policy Period and each future Anniversary Date unless otherwise indicated in the Premium Summary.

If premiums are adjustable, then **We** will compute the earned premium for each audit reporting period based on the applicable rates and exposures. The **Policyholder** must keep records of the information **We** need to perform the adjustment and send **Us** copies at **Our** request.

If the **Policy** is written subject to adjustment shown in the Premium Summary, then the **Policyholder** must report to **Us** the complete information for the reporting period shown in the Premium Summary. The **Policyholder** must submit the reports within the specified number of days after the end of each Reporting Period.

At the earlier of the end of the **Policy** period or the **Policy** termination, earned premium will be determined based on the reported values or exposures. If the resulting earned premium is less than the Deposit Premium, if any, then **We** will return the excess to the **Policyholder**. If the resulting earned premium is greater than the Deposit Premium, if any, then **We** will bill the **Policyholder** for the additional premium. The **Policyholder** will pay **Us**, within [30] days, any additional premium generated from the premium adjustment.

Premium Rate Change

We may, as of any **Policy** anniversary date, change the premium rates for the **Policy**. **We** will give the **Policyholder** at least [31] days prior written notice of such change.

Records and Audit

The **Policyholder** will maintain records showing the essential particulars of this insurance applying to each **Insured Person**. **We** may examine the **Policyholder's** books and records relating to this **Policy** at any time during the **Policy** term and up to 3 years after expiration of this **Policy** or until final adjustment and settlement of all claims under this **Policy** have been made, whichever is later.

Replacement Insurance

If this **Policy** is replacing another **Policy** of similar insurance, the **Policyholder** will be responsible for notifying all **Insured Persons** of the change in insurance carriers and the change in insurance coverage, if any, by providing a description of coverage approved by **Us**.

Subrogation

If **We** pay the **Insured Person** for a loss, **We** will require the **Insured Person** to assign and transfer any claim or right of action against any individual, firm or corporation for such loss to **Us** or subrogate or hold in trust all such rights to the extent of the amount paid. The **Insured Person** will agree to take action as requested by **Us** to enforce such rights. Upon payment by **Us** to the **Insured Person**, the **Insured Person** agrees to direct enforcement of such rights as reasonably requested by **Us** and to return to **Us** any recovery to the extent payment of loss has been made by **Us**.

Statements by Policyholder or Insured Person

We will not use any statements, except fraudulent misstatements, made by the **Policyholder** or the **Insured Person** to void the insurance or reduce benefits payable under this **Policy**, or to otherwise contest the validity of this **Policy**, unless such statements are contained in a written document signed by the **Policyholder** or the **Insured Person**. If **We** rely on such statements for this purpose, then **We** will provide a copy of the written document to the **Policyholder**, the **Insured Person** or the **Insured Person's** designee, as appropriate.

We will consider all statements made by the **Policyholder** and the **Insured Person** to be representations and not warranties.

We will not use statements made by the **Policyholder** or the **Insured Person** regarding insurability to contest the validity of this **Policy** when the statements are made more than 2 years after this **Policy** has been in force during the **Insured Person's** lifetime.

Nothing in this section will preclude **Us** from asserting at any time defenses based upon a claimant's ineligibility for insurance under this **Policy** or upon any other **Policy** provision or condition.

DESCRIPTION OF COVERAGE

THE PLAN: As a [Policyholder Name] [Card Cardholder] [Accountholder], you are automatically eligible for Extended Warranty insurance.

ELIGIBILITY: This insurance plan is provided to [Policyholder Name] [Card cardholders] [Accountholders] [Cardmember], automatically [when the entire cost of the Covered Purchase is charged to [Policyholder Name] Card account while the insurance is effective. It is not necessary for you to notify [Policyholder Name], the administrator or the Company when items are purchased].

THE COST: This insurance plan is provided [at no additional cost] [for a low fee] to eligible [Policyholder Name] [Card cardholders][Accountholder][Members]. [[Policyholder Name] pays the full cost of the insurance.]

WHEN COVERAGE APPLIES: We will duplicate the time period of the original U.S. Manufacturer Warranty and any Purchased Warranty on an Insured Person's Covered Purchase, up to a maximum of [12] months. If a U.S. Manufacturer Warranty or a Purchased Warranty is made up of multiple components, We will duplicate the time period of each component. If the total time period for the U.S. Manufacturer Warranty and the Purchased Warranty is greater than [36] months there is no coverage under this Policy. In no event will the total time period for all warranties, including this Policy, exceed [48] months.

COVERAGE: We will duplicate the terms, conditions and limitations of the U.S. Manufacturer Warranty and any Purchased Warranty on an Insured Person's Covered Purchase up to \$25,000 for repair to defects in material or workmanship in a Covered Purchase; or for replacement of a Covered Purchase if repairs to defects cannot be made. This coverage only applies if the Insured Person charged or debited the entire cost of the Covered Purchase [and the entire cost of the Purchased Warranty] to the Insured Person's Account during the Policy period. [If the entire cost of the Purchased Warranty is not charged or debited to the Insured Person's Account, We will only duplicate the original U.S. Manufacturer Warranty.]

We will reimburse the Insured Person for the lesser of:

- a. the cost of the Covered Purchase indicated on the Insured Person's Account statement; or
- b. the actual cost to repair or replace the Covered Purchase with an item of like kind and quality; or
- c. the Maximum Benefit Amount shown in Section II of the Declarations.

In no event will We be liable beyond the amounts actually paid by the Insured Person.

In no event will We pay more than the Annual Maximum Benefit Amount, shown in Section II of the Declarations, in any 12 month Policy period, regardless of the number of claims made in that 12 month Policy period. Amount.

DEFINITIONS:

Accountholder means any individual who is named on an open and active Account.]

Cardholder means an individual who is named on the Account card.]

Cardmember means an individual who is named on the Account card.]

Covered Purchase means personal property, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by the Policyholder .]

Covered Purchase means the personal property items listed below, including gift items, not otherwise excluded that is purchased in full by the Insured Person using the Credit Card or Debit Card issued by the Policyholder :

[Audio systems;]	[Large Appliances]
[Televisions;]	[Portable Appliances]
[DVD players;]	[Computers and Printers]
[Home theaters;]	[Telephones, Cell Phones and Fax Machines]
[Cameras and Camcorders]	[Electronics]

Insured Person means a person, qualifying as a Class member 1) who elects insurance; or 2) for whom insurance is elected, 3) and on whose behalf premium is paid.

Manufacturer Warranty means a written guarantee to fix any defects in material or workmanship in a Covered Purchase, made to the Insured Person by the maker of the Covered Purchase.

Purchased Warranty means an optional written guarantee to fix any defects in

EXCLUSIONS: [Insurance under this Policy does not apply to Covered Purchases that:

1. are services, including but not limited to the performance or rendering of labor or maintenance, repair or installation of goods or property or professional advice;
2. are shipping, transportation or delivery costs;
3. are boats, automobiles, aircraft or any other motorized vehicles, or motorized vehicle parts subject to high risk, combustible wear and tear or mileage stipulations;
4. are land, buildings, permanently installed items, fixtures or structures;
5. are plants, shrubs, pets, consumables or perishables;
6. are computer software or applications;
7. are purchased for resale[,] [professional] [or] [commercial use];
8. are still covered under the U.S. Manufacturer Warranty or Purchased Warranty;
9. did not originally come with a U.S. Manufacturer Warranty or Purchased Warranty;
10. are used, rebuilt, refurbished or remanufactured.]

[Insurance under this Policy does not apply to defects in material or workmanship of a Covered Purchase that are:

1. not covered under the terms of either the original U.S. Manufacturer Warranty or Purchased Warranty;
2. repaired at a repair facility that is not authorized by the original product manufacturer;
3. covered by a product recall;
4. the result of a power surge;
5. the result of normal wear and tear;
6. the result of any hazardous, pathogenic or poisonous, biological, chemical, nuclear or radioactive material, gas, matter or contamination.]

material or workmanship in a **Covered Purchase**, bought by the **Insured Person** at the time of the **Covered Purchase**.

How to File a Claim: The Insured Person must send the Administrator written notice of a claim, including Insured Person's name and Policy number, within [45] days after a covered loss occurs.

The Insured Person must: a) protect the Covered Purchase from further loss or damage; b) report any loss to the Administrator; c) complete the claim form and return along with legible copies of the original U.S. Manufacturer Warranty, Purchased Warranty, Account statement showing the purchase of the Covered Purchase and original purchase receipt to the Administrator; d) provide a copy of the repair bill or a statement indicating that the item cannot be repaired along with evidence that the Covered Purchase has actually been replaced or repaired; e) cooperate with the Administrator in the investigation, settlement or handling of any claims; f) permit the Administrator to question the Insured Person under oath whenever Our investigation deems it necessary. All statements taken will be signed by the Insured Person; and, g) authorize the Administrator to obtain records, reports or any other documentation requested necessary to Our investigation or to verify the claim .

CLAIM FORMS: When the Administrator is told of a claim, the Administrator will give the Insured Person forms for filing Proof of Loss. If these forms are not given to the Insured Person within 15 days the Insured Person will meet Proof of Loss requirements by giving the Administrator a written description of the covered loss.

CLAIM PROOF OF LOSS: Complete Proof of Loss must be given to the Administrator within [90] days after a covered loss.

CLAIM PAYMENT: Reimbursement for covered losses will be paid to the Insured Person within [60] days after the Administrator receives Proof of Loss.

EFFECTIVE DATE: Your insurance becomes effective on the latest of: the effective date of this policy, the date on which you first meet the eligibility criteria as the Insured Person or the beginning of the period for which required premium is paid for you. Insurance for you automatically terminates on the earliest of: the

As a handy reference guide, please read this and keep it in a safe place with your other insurance documents. This description of coverage is not a contract of insurance but is a summary of the principal provisions of the insurance while in effect. Complete policy provisions are contained in the Master Policy [policy 3] , which can be obtained from the Policyholder: [Credit Card Company Name] [Bank Name] [Association name].

Answers to specific questions can be obtained by writing the Plan Administrator. To make a claim please contact the Plan Administrator.

Plan Administrator

[Producer name and address]



Plan Underwritten By
Federal Insurance Company
a member insurer of the
Chubb Group of Insurance Companies
15 Mountain View Road, P.O. Box 1615
Warren, NJ 07061-1615

[Benefit Amount]

Extended Warranty Insurance Program

Provided to

[Cardholders]

[Accountholders]

[at no extra cost]
by

[Policyholder Name]
Policy #[]

Description of Coverage

termination date of this policy, the expiration of the period for which required premium has been paid for you, the date on which you no longer meet the eligibility criteria as the Insured Person.



Federal Insurance Company

Extended Warranty/Buyer Protection Insurance Application

Section I Policyholder Information

Name of Policyholder: ABC Company

Address 123 Main Street

City: Any Town, State: Any State Zip Code 08822

Phone Number: (908) 555 1234

Contact Name: John Doe

Effective Date: 01-01-03

Policy Number: 223456789

Section II Producer

Agent or Broker: Mary Doe

Name of Firm: Any Firm

Section III Insurance Requested

A) TYPE OF POLICY

- 1. Extended Warranty ?
- 2. Buyers Protection ?

B) CLASS OF INSURED PERSONS

- [1] [All Gold Card Cardholders]
- [2] [All Basic Card Cardholders]

C) EXTENDED WARRANTY BENEFIT AMOUNT

Class [1]:Maximum Benefit Amount: _____

Annual Maximum Benefit Amount per Account: _____

Class [2]:Maximum Benefit Amount: _____

Annual Maximum Benefit Amount per Account: _____

D) BUYER PROTECTION BENEFIT AMOUNT

Class [1]:Maximum Benefit Amount: _____

Sub-limit for Jewelry, Fur, Fine Arts: _____

Annual Maximum Benefit Amount per Account: _____

Class [2]:Maximum Benefit Amount: _____

Sub-limit for Jewelry, Fur, Fine Arts: _____

Annual Maximum Benefit Amount per Account: _____

Section IV Premium

Amount Due Extended Warranty: _____

Amount Due Buyer Protection: _____

Due Date: _____

Section V Policy Acceptance

The undersigned declares that all information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to the insurer's decision to provide this insurance, and that insurance will be provided, at the insurer's sole discretion, in reliance upon the truth of such information. It is hereby agreed and understood this insurance is provided by the **Company** in consideration of payment of the required premium. The insurance under the policy begins on the Effective Date shown in the Insuring Agreement of the policy. The acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Fraud Warning

Notice to Arkansas, Louisiana, Maryland, Minnesota, New Mexico and Ohio Applicants: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false, fraudulent or deceptive statement is, or may be found to be, guilty of insurance fraud, which is a crime, and may be subject to civil fines and criminal penalties.

Notice to Colorado Applicants: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory agencies.

Notice to District of Columbia,

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant

Notice to Maine, Tennessee and Virginia Applicants: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Notice to Florida and Oklahoma Applicants: Any person who, knowingly and with intent to injure, defraud or deceive any employer or employee, insurance company, or self-insured program, files a statement of claim containing any false or misleading information is guilty of: a felony (in Oklahoma) or a felony of the third degree (in Florida).

Notice to Kentucky Applicants: Any person who, knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act which is a crime.

Notice to New Jersey Applicants: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Notice to Oregon and Texas Applicants: Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.

Notice to New York and Pennsylvania Applicants: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to: a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation (in New York) or criminal and civil penalties (in Pennsylvania).

Notice to Washington Applicants:

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the Company. Penalties include imprisonment, fines and denial of insurance benefits.

Name of Policyholder:_____

Date Signature Title

Company Authorized Representative



Endorsement

Effective Date: [01-01-02]
Policy Number: [1234-56-7890]
Policyholder: [ABC, Inc.]
Policy Period: [01-01-02 to 01-01-03}
Name of Company: **[Federal Insurance Company]**
Issue Date: [12-01-02]

ARKANSAS AMENDATORY ENDORSEMENT

Section V – Policy Conditions, Arbitration is deleted in its entirety and replaced with the following:

Arbitration

In the event of a dispute under this **Policy**, either **We** or the **Insured Person** may make a written demand for arbitration. In that case, **We** and the **Insured Person** will each select an arbitrator. The two arbitrators will select a third. If they cannot agree within 15 days, then either **We** or the **Insured Person** may request that the choice of arbitrator be submitted to the American Arbitration Association. The arbitration will be held in the State of the **Insured Person's** principal residence. Arbitration is voluntary; any determination is non-binding.

Each participant shall bear the cost for arbitration and shall share equally in the cost of the umpire and the proceedings.

Section V – Policy Conditions, Legal Actions Against Us is deleted in its entirety and replaced with the following:

Legal Action Against Us

No legal action may be brought to recover on this **Policy** until 60 days after **We** have been given complete **Proof of Loss**. No such action may be brought after 5 years from the time complete **Proof of Loss** is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this **Policy**.

In no case will **We** be liable for benefits that are not payable under the terms of this **Policy** or that exceed the applicable benefit amounts or limits of insurance of this **Policy**.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

SERFF Tracking Number: CHUB-125300223 *State:* Arkansas
Filing Company: Federal Insurance Company *State Tracking Number:* AR-PC-07-026154
Company Tracking Number: 07-PIM-2-F
TOI: 33.0 Other Lines of Business *Sub-TOI:* 33.0001 Other Personal Lines
Product Name: Extended Warranty Program
Project Name/Number: Extended Warranty Program/07-PIM-2-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125300223 State: Arkansas
Filing Company: Federal Insurance Company State Tracking Number: AR-PC-07-026154
Company Tracking Number: 07-PIM-2-F
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0001 Other Personal Lines
Product Name: Extended Warranty Program
Project Name/Number: Extended Warranty Program/07-PIM-2-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 10/08/2007

Comments:

Attached is our Form Filing Letter which we understand the DOI will accept in lieu of the Uniform Transmittal Document.

Attachment:

Form filing letter.pdf



CHUBB GROUP OF INSURANCE COMPANIES
202 Halls Mill Road, Whitehouse Station, NJ 08889

September 21, 2007

Arkansas Insurance Department
Property/Casualty Division
1200 West Third Street
Little Rock, AR 72201-1904

Attention: Mr. Bill Lacy, Director
Property/Casualty Division

RE: Extended Warranty Policy
Federal Insurance Company
NAIC: 038-20281
FEIN: 13-1963496
Our Filing No. 07-PIM-2-F
Line of Business: Other Lines of Business #33.0000
Form Nos.: EXW5000 (Ed. 01/07); EXW5000-C (Ed. 01/07); EW-BP3000 (Ed. 1/07) APP

Dear Mr. Lacy,

This filing and its attachments serve to submit for your review and approval of the forms for Chubb's new Extended Warranty Policy Insurance Program. This is a countrywide initiative and will be available to financial institution groups who wish to provide extended warranty coverage to their accountholders or cardholders. The coverage provided under this program extends the period of time of the original manufacturer warranty and any purchased warranty on the purchases made by the accountholder or cardholder. The financial institution will pay the policy premium for this coverage. It is our belief that this product will meet the needs of our customers and be positively received in the market place.

On behalf of Federal Insurance Company, please review for approval the enclosed forms (see listing below).

1. Extended Warranty Policy – EXW5000 (Ed. 01/07)
2. Description of Coverage (DOC) – EXW 5000-C (Ed. 01/07) This document provides a summary of benefits, definitions, exclusions and claim provisions and will be provided to each insured covered under this policy.
3. Policyholder Application – EW-BP 3000 (Ed. 1/07) APP

The policy will be marketed by our Licensed and Appointed agents and brokers.

The rate filing has been submitted under SERFF filing # CHUB-125300224 and our Filing # 07-PIM-2-R.

Please contact me should you have any questions. Your approval for the attached program will be greatly appreciated.

Sincerely,
Chubb & Son,
a division of Federal Insurance Company

By: *Fran Muldoon*

Fran Muldoon
Manager, State Filings Department
(908) 572-2875/Fax: (908) 572-4034
fmuldoon@chubb.com