

SERFF Tracking Number: PRTB-125290153 State: Arkansas  
Filing Company: Lyndon Property Insurance Company State Tracking Number: AR-PC-07-026077  
Company Tracking Number:  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2004 Contractual Liability  
Product Name: ESCP Policy 9/07  
Project Name/Number: ESCP Policy 9/07/ESCP Policy 9/07

## Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: ESCP Policy 9/07 SERFF Tr Num: PRTB-125290153 State: Arkansas  
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: AR-PC-07-026077  
Sub-TOI: 17.2004 Contractual Liability Co Tr Num: State Status:  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
Author: Theresa Ritter Disposition Date: 10/03/2007  
Date Submitted: 09/13/2007 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New):  
Effective Date Requested (Renewal): Effective Date (Renewal):

## General Information

Project Name: ESCP Policy 9/07 Status of Filing in Domicile: Authorized  
Project Number: ESCP Policy 9/07 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 10/03/2007  
State Status Changed: 09/13/2007 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:

We are submitting the captioned for your review and approval. This is a new contractual liability insurance policy filing and does not replace anything previously approved.

The submitted contractual liability insurance policy will insure the legal entity obligated under the terms of extended service contracts (ESC). The policy will cover all of the insured's contractual obligations under the terms and conditions of the ESC issued during the policy period, however the Insured will reimburse the insurer for claims paid if the claims exceed the claims reserves. The optional endorsement provides for the insured to reimburse the insurer for claims paid even if the claims exceed the claims reserve if the insured is not bankrupt, insolvent or in receivership.

The captioned has been submitted in final print format. However, sections within brackets are variable and may change.

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## Company and Contact

### Filing Contact Information

Theresa Ritter, Product Filing Specialist Theresa.Ritter@protective.com  
 14755 N. Outer Forty Road (800) 950-6060 [Phone]  
 St. Louis, MO 63017 (636) 536-9323[FAX]

### Filing Company Information

Lyndon Property Insurance Company CoCode: 35769 State of Domicile: Missouri  
 14755 N. Outer Forty Road Group Code: 458 Company Type:  
 Suite 400  
 St. Louis, MO 63017 Group Name: State ID Number:  
 (800) 950-6060 ext. [Phone] FEIN Number: 43-1139865  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lyndon Property Insurance Company	\$50.00	09/13/2007	15600402

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/03/2007	10/03/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	09/20/2007	09/20/2007	Theresa Ritter	09/26/2007	09/26/2007
Industry Response						

*SERFF Tracking Number:* PRTB-125290153      *State:* Arkansas  
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## **Disposition**

Disposition Date: 10/03/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Contractual Liability Insurance Policy	Approved	Yes
<b>Form</b>	Optional Coverage Endorsement	Approved	Yes
<b>Form (revised)</b>	Amendatory Endorsement	Approved	Yes
<b>Form</b>	Amendatory Endorsement	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/20/2007

Submitted Date 09/20/2007

Respond By Date

Dear Theresa Ritter,

This will acknowledge receipt of the captioned filing.

With reference to Provision 13., Cancellation, this provision must comply with AR Code Anno. 23-66-206 (9) (a). Please amend.

Provision # 20, is binding arbitration. Arbitration must specifically state that the procedure is voluntary and non-binding in accordance with AR Code Anno 23-79-203 (a).

Thank you.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 09/26/2007

Submitted Date 09/26/2007

Dear Edith Roberts,

### Comments:

### Response 1

Comments: Thank you for your initial review of this filing and your correspondence of 9/20/07. Please find attached an amended endorsement that reflect changes to the cancellation and arbitration provisions.

Please advised if anything further is needed to assist you with your continued review.

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Theresa Ritter  
 Product Filing Specialist

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amendatory Endorsement	ESCP-A1476-AR-1	10/05	Endorsement/Amendment/Conditions	New		0	A1476 AR-1 1005 092607.pdf
<b><i>Previous Version</i></b>							
Amendatory Endorsement	ESCP-A1476-AR-1	10/05	Endorsement/Amendment/Conditions	New		0	A1476 AR-1 1005.pdf

No Rate/Rule Schedule items changed.

Sincerely,  
 Theresa Ritter

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractual Liability Insurance Policy	ESCP-IP1476	10/05	Policy/Coverage Form		0.00	ESCP-IP1476 10-05.pdf
Approved	Optional Coverage Endorsement	ESCP-E1476	10/05	Endorsement/Amendment/Conditions		0.00	ESCP-E1476 10-05.pdf
Approved	Amendatory Endorsement	ESCP-A1476-AR-1	10/05	Endorsement/Amendment/Conditions		0.00	A1476 AR-1 1005 092607.pdf

**LYNDON PROPERTY INSURANCE COMPANY**  
**[14755 N. Outer Forty Road**  
**St. Louis, Missouri 63017]**  
**[800-950-6060]**

**CONTRACTUAL LIABILITY INSURANCE POLICY**  
**(EXTENDED SERVICE CONTRACTS)**

**POLICY NUMBER:**

**DECLARATIONS**

**THESE DECLARATIONS FORM A PART OF THIS POLICY**

**INSURED AND ADDRESS:**

**POLICY PERIOD:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_  
**(12:01 A.M. Standard Time at the address of the Insured)**

**ENDORSEMENTS:**

**COUNTERSIGNED:** \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_.  
**(where required by law)**

**By** \_\_\_\_\_, **Authorized Agent**

In consideration of the payment of the premium, in reliance upon the statements and representations made by Insured, and subject to the conditions, provisions, definitions and terms of this Policy, Lyndon Property Insurance Company (herein referred to as "Company") and Insured named in the Declarations attached hereto, agree as follows:

### **INSURING AGREEMENT**

Company shall reimburse or pay, on behalf of Insured, any covered amount Insured is legally obligated to pay, or provide the service Insured is legally obligated to perform under the express terms and conditions of the Extended Service Contracts issued during the Policy Period.

If the Insured does not pay a valid claim within sixty (60) days after Proof of Loss covered by an Extended Service Contract has been filed with Insured, the Service Contract Purchaser may file a direct claim against Company.

If a Service Contract Purchaser submits a valid Proof of Loss to Company, and Company makes a determination that Insured is obligated to pay the Service Contract Purchaser under the terms and conditions of an Extended Service Contract, Insured will be bound by Company's determination.

### **DEFINITIONS**

Whenever used herein, the following terms shall be defined as follows:

**Insured** means only the person or entity named as the Insured in the Declarations.

**Extended Service Contract** means mechanical breakdown coverage on a contract form approved in writing by Company, issued by Insured and/or Insured's Contracted Dealers to its customers during the Policy Period set forth in the Declarations which obligates Insured to make necessary repairs to property described in the service contract form in the event of mechanical failure.

**Service Contract Purchaser** means any natural person or other legal entity who legally acquires the rights of ownership of a valid Extended Service Contract directly from Insured and Insured's Contracted Dealers, or as a qualified transferee of such purchaser under the terms and conditions of the Extended Service Contract.

**Insured's Contracted Dealers** means any dealership and/or manufacturer contracted by Insured through separate agreement to sell Extended Service Contracts.

**Claim Reserves** means funds calculated by Company to be set aside by Insured for estimated future claims on Extended Service Contracts.

**Proof of Loss** means a form acceptable by Company submitted to Insured or Company by a Service Contract Purchaser to obtain an amount due to the Service Contract Purchaser under an Extended Service Contract. The proof shall include information to identify the Insured and the nature and extent of loss.

## TERMS AND CONDITIONS

1. **POLICY PERIOD AND TERRITORY:** This Policy applies only to losses on Extended Service Contracts issued while this Policy is in force and that occur within the limits of the United States, its territories or possessions, and Canada (excluding transportation to and from Alaska and Hawaii).
  
2. **LIMIT OF LIABILITY:** Company's limit of liability, with respect to any one claim for an Extended Service Contract, shall not exceed the actual cash value of the property covered under such Extended Service Contract prior to the event giving rise to the claim. "Actual cash value" means the cost to repair or replace the damaged property with a material of like kind and quality, less allowance for deterioration and depreciation. Company's total limit of liability per Extended Service Contract shall not exceed the purchase price of the property covered under the Extended Service Contract paid by the person to whom the Extended Service Contract was originally issued.
  
3. **PREMIUMS:**
  - a. Insured shall report the sale and pay Company all premiums on all Extended Service Contracts issued by Insured within ten (10) days of the end of the calendar month in which the Extended Service Contracts are issued. All premiums shall be due and payable only in United States currency.
  
  - b. All premiums for this Policy shall be computed in accordance with the Company's rates and rules in effect at the time each Extended Service Contract is issued. The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to Company at the end of the Policy Period and at such times during the Policy Period as Company may direct.
  
  - c. In the event of cancellation of an Extended Service Contract by a Service Contract Purchaser, Company agrees to calculate earned premiums and effect refunds on a pro rata basis, in accordance with the customary pro rata tables. In the event an Extended Service Contract has not yet gone into effect at the time of cancellation by the Service Contract Purchaser, Company agrees to refund to Insured, for the account of the Service Contract Purchaser, the full amount of premium paid to Company for the Extended Service Contract.
  
  - d. The rates upon which premiums are based may be changed by Company, but such rate change shall not be effective until such time as Company has provided Insured with at least thirty (30) days advance notice of the change.

## 4. **EXCLUSIONS**

This Policy provides coverage only for Insured's contractual obligations under a valid Extended Service Contract, and does not apply to any:

- a. Loss covered by applicable warranty provided by the manufacturer of the property.

- b. Liability for any and all consequential damages caused by repair work or failure to perform repair work by Insured, its agents or employees, or any other repair facility, its agents or employees.
- c. Duties or liabilities which arise and/or may arise by virtue of Insured's sale of a product which is the subject of an Extended Service Contract, or any part of such product.
- d. Any and all liability for negligence on the wrongful acts of third parties.
- e. Any and all liability for defective products and/or workmanship, including strict liability.
- f. Duties, liabilities or claims of Insured arising from any acts of fraud, or other dishonest or criminal acts of Insured or its agents or employees.
- g. Any and all garage keepers' liability.
- h. Duty, obligations or liability to anyone other than the Extended Service Contract Purchaser.
- i. Loss while the product is being used in any illicit trade or transportation or in the commission of a felony.
- j. Any duty to defend Insured in any lawsuit or other judicial or administrative proceeding.
- k. Insured's liability for making refunds on cancelled Extended Service Contracts.
- l. Loss or damage less than the deductible amount stated in the Insured's Extended Service Contract.
- m. Any and all liability for punitive and/or exemplary damages.
- n. Fees, costs, and expenses, including attorney fees, of any suit in law or in equity or any appeal, whether incurred by Insured in the defense of the suit or whether awarded to the claimant or his or her attorney(s).

## **5. INSURED'S OBLIGATIONS**

- a. **Duties in the Event of Occurrence, Claim or Suit:**
  - i. In the event of an occurrence likely to give rise to a claim hereunder, written notice containing particulars sufficient to identify the Insured, the Service Contract Purchaser, and also reasonable obtainable information with respect to the time, place and circumstances thereof, shall be given by or on behalf of the Insured to Company or any of its authorized agents as soon as practicable, but in no event later than thirty (30) days after loss.
  - ii. If claim is made or suit is brought against Insured, Insured shall immediately forward to Company every demand, notice, summons or other process received by it or its representative.

iii. Insured shall cooperate with Company and, upon Company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to Insured because of claims with respect to which insurance is afforded under this Policy.

b. **Reimbursement to Company:** If the claims on the Extended Service Contracts do not exceed the Claims Reserves set aside by Insured, including interest income earned and accrued, from the inception date of this Policy, Insured is obligated to reimburse Company monthly for any and all amounts paid under this Policy.

6. **ACTION AGAINST COMPANY:** No action shall lie against Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms and conditions of this Policy, nor until the amount of Insured's obligation to pay shall have been finally determined either by judgment against Insured after actual trial or by written agreement of Insured, the claimant and Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join Company as a party to any action against Insured to determine Insured's liability, nor shall Company be impleaded by Insured or its legal representative(s).

7. **OTHER INSURANCE:** The insurance afforded by this Policy is primary insurance except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and Insured has other insurance which is stated to be applicable to the loss on an excess of or contingent basis, the amount of Company's liability under this Policy shall not be reduced by the existence of such other insurance.

When both this insurance and the other insurance of Insured apply to the loss on the same basis, whether primary, excess or contingent, Company shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. **Contribution by Equal Shares:** If all such other valid and collectible insurance provides for contribution by equal shares, Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

b. **Contribution by Limits:** If any of such other insurance does not provide for contribution by equal shares, Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this Policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

8. **SUBROGATION:** In the event of any payment(s) under this Policy, Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Insured shall do nothing to prejudice Company's rights. Company shall further have direct rights of action against

Insured for any payment(s) made under this Policy arising out of the breach or alleged breach of Insured's obligations under Extended Service Contracts and/or this Policy.

9. **INSPECTION AND AUDIT:** Company shall have the right, upon three days notice, to inspect and examine Insured's premises, books and other records (insofar as they relate to the insurance provided by this Policy), at any time during the Policy Period or any extension thereof and within three (3) years after the final termination of this Policy and to verify any statements made or submitted by or on behalf of Insured.
10. **INVESTIGATION:** If Company pays under this Policy, Insured will reimburse Company for any out-of-pocket expenses Company incurs in making the coverage determination. Out-of-pocket expenses include, but are not limited to, any amounts Company pays for the inspection of any product covered under an Extended Service Contract.
11. **CHANGES:** No waiver or change of the terms of this Policy shall be made except by endorsement, issued to form a part of this Policy and signed by an authorized representative of Company.
12. **ASSIGNMENT:** Assignments of interest under this Policy shall not bind Company until its consent is endorsed hereon.
13. **CANCELLATION:**
  - a. **Cancellation By Insured:** Insured has the right to cancel this Policy by mailing to Company at its address on the Declarations advance written notice of its intent to cancel this Policy and stating the date cancellation is to be effective.
  - b. **Cancellation by Company:** Company shall have the right to cancel this Policy without cause by giving thirty (30) days prior written notice to Insured at its address on the Declarations. Also, Company shall have the right to cancel this Policy by giving ten (10) days written notice for the following:
    - i. If required to do so by any regulatory body.
    - ii. In the event Insured does not make premium payment as required.
    - iii. In the event of any act of fraud by Insured.
    - iv. In the event of any violation of any of the terms of this Policy.
14. **NON-RENEWAL:** If Company decides not to renew this Policy, Company shall mail written notice to Insured's last known address appearing in Company's records. Notice will be mailed at least thirty (30) days before the anniversary date of this Policy. Proof of mailing a notice of non-renewal is sufficient proof of notice. The policy period ends on the effective date of non-renewal.
15. **EFFECT OF CANCELLATION OR NONRENEWAL:** If this Policy is cancelled or non-renewed:
  - a. Coverage afforded by this Policy shall continue to apply to Extended Service Contracts issued by Insured prior to the effective date of such cancellation or non-renewal.
  - b. Coverage as afforded by this Policy shall not apply to any Extended Service Contracts issued on or after the effective date of such cancellation or non-renewal.

16. **FRAUD OR MISREPRESENTATION:** This Policy was issued in reliance upon the information Insured provided Company to obtain this Policy. No coverage will be provided under this Policy if Insured, or any person or entity acting on Insured's behalf, concealed or misrepresented any material fact or circumstance, or engaged in any fraudulent conduct, at the time the application was made. By acceptance of this Policy, Insured agrees that the statements and declarations made in applying for insurance are complete and accurate, this Policy is issued in reliance upon the truth of such representations and declarations and that this Policy embodies all agreements existing between Insured and Company or any of its agents relating to this insurance.

17. **CONFORMITY TO STATUTE:** Any term of this Policy that conflicts with any applicable state statute or regulation is hereby amended to conform to the minimum requirements of such statute or regulation.

18. **NO BENEFIT TO BAILEE:**

The insurance afforded by this Policy shall not inure, directly or indirectly, to the benefit of any carrier or other bailee for loss to property covered by an Extended Service Contract.

19. **INSOLVENCY OR BANKRUPTCY OF INSURED:** The insolvency or bankruptcy of Insured shall not relieve Company of its obligations under this Policy. Should a judgment be rendered against an insolvent or bankrupt Insured, the Company shall be liable for the amount of such judgment not to exceed the applicable limit of liability under this Policy.

20. **ARBITRATION:**

It is understood and agreed that the transaction evidenced by this Policy takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Policy or the sale of this Policy, including for recovery of any claim under this Policy and including the applicability of this arbitration clause and the validity of this Policy, shall be resolved by neutral binding arbitration by the National Arbitration Forum ("NAF"), under the Code of Procedure in effect at the time the claim is filed. All preliminary issues of arbitration will be decided by the arbitrator(s).

- a. If Insured disputes Company's determination to deny Insured benefits under this Policy, Insured must submit written notice to Company of Insured's intent to arbitrate that dispute no later than at least ninety (90) days following Company's determination. Insured's failure to meet this time requirement will prevent Insured from disputing Company's determination, whether through arbitration or otherwise.
- b. The arbitration shall take place in a location near Insured's place of business before a single arbitrator or a panel of arbitrators selected in accordance with the NAF Code of Procedure. NAF rules and forms may be obtained and all claims shall be filed at any NAF office, [www.arb-forum.com](http://www.arb-forum.com), or P.O Box 50191, Minneapolis, Minnesota 55405. The NAF may be reached at 651-631-1105 or 800-474-2371.
- c. Except for the filing fee and costs any party other than us may incur to present its case, the cost of the arbitration shall be borne by Company; provided, however, that should the arbitrator(s) find that the other party has raised a dispute without substantial justification, the arbitrator(s) shall have the authority to order that the cost of the arbitration proceedings be borne by the other party.

- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.
- f. Neither party shall be precluded from instituting an action in court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitration or the commencement and completion of the arbitration hearing. Neither party may recover punitive or exemplary damage awards in any arbitration proceeding.
- g. The agreement to arbitrate will survive the termination of this Policy.

IF THIS POLICY IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

**21. OTHER CONDITIONS:**

- a. This insurance shall confer no benefits to any third party, except as endorsed hereon.
- b. The Insured will also be required to pay as part of its obligations:
  - i. All expenses incurred by Company, and all costs taxed against Insured in any suit defended by Company and all interest on the entire amount of any judgment therein which accrue after entry of judgment.
  - ii. Premiums on appeal bonds required on any such suit and premiums on bonds to release attachments in any such suit.

**IN WITNESS WHEREOF**, Company has caused this Policy to be executed and attested. However, this Policy shall not be valid unless countersigned by a duly authorized agent of Company, where required by law.

[Authorized Officer]

[Authorized Officer]

**LYNDON PROPERTY INSURANCE COMPANY**  
**[14755 N. Outer Forty Road**  
**St. Louis, MO 63017]**  
**[800-950-6060]**

**CONTRACTUAL LIABILITY INSURANCE POLICY**  
**(EXTENDED SERVICE CONTRACTS)**  
**OPTIONAL ENDORSEMENT**

It is hereby understood and agreed that the provisions contained in this endorsement shall be and become provisions of the Policy to which this endorsement is attached with respect to the Insured.

Section 5.b., Reimbursement to Company, is deleted and replaced with the following:

- b. **Reimbursement to Company:** If Insured is not insolvent, bankrupt or in receivership and Insured is financially able to perform or cause the performance of its contractual obligations under the Extended Service Contract, Insured is obligated to reimburse Company monthly for any and all amounts paid under this Policy.

All other provisions and conditions of the Policy remain unchanged.

This endorsement forms a part of and is for attachment to the following described Policy issued by Company and takes effect on the effective date of the Policy, unless another effective date is shown below, at the hour stated in the Policy and expires concurrently with the Policy.

Policy Number: \_\_\_\_\_

Endorsement No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_

[Authorized Officer]

[Authorized Officer]

**LYNDON PROPERTY INSURANCE COMPANY**  
**[14755 N. Outer Forty Rd.**  
**St. Louis, Missouri 63017]**

**ENDORSEMENT**

**Arkansas Amendatory Endorsement to Extended Service Contract  
Reimbursement Insurance Policy**

Section 13. item b. Cancellation by Company under the CANCELLATION provision is deleted and replaced with the following:

- b. Cancellation by Company: Within the first sixty (60) days, Company shall have the right to cancel this Policy without cause by giving thirty (30) days prior written notice to Insured at its address on the Declarations. Cancellation of this Policy which has been in force over sixty (60) days or after the effective date of a renewal policy or an annual anniversary date shall not be permitted, unless such cancellation is based upon at least one (1) of the following reasons:
- (a) Nonpayment of premium;
  - (b) Fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - (c) The occurrence of material change in the risk which substantially increases any hazard insured against after policy issuance;
  - (d) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the policy;
  - (e) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the insurer issuing the policy require payment thereof as a condition of the issuance and maintenance of the policy; or
  - (f) A material violation of a material provision of the policy. Cancellations of property and casualty policies shall only be effective when notice of cancellation is mailed or delivered by the insurer to the named insured and to any lien holder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation, provided however, that where cancellation is for nonpayment of premium at least ten (10) days notice of cancellation accompanied by the reason therefore shall be given. The Company shall not terminate the policy until at least sixty (60) days notice of termination has been mailed or delivered to the Insurance Commissioner and in accordance with any other applicable law.

The following is added under section 14. NON-RENEWAL:

Company will mail or deliver written notice of cancellation/non-renewal to the Arkansas Insurance Commissioner at least sixty (60) days before the effective date of cancellation.

Section 20, ARBITRATION is amended to state that arbitration is voluntary and non-binding.

**THIS ENDORSEMENT IS PART OF YOUR POLICY AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.**

Policy Number: \_\_\_\_\_

Endorsement Number: \_\_\_\_\_

Endorsement Date: \_\_\_\_\_

[Authorized Officer]

*SERFF Tracking Number:*      *PRTB-125290153*                      *State:*                      *Arkansas*  
*Filing Company:*              *Lyndon Property Insurance Company*              *State Tracking Number:*      *AR-PC-07-026077*  
*Company Tracking Number:*  
*TOI:*                      *17.2 Other Liability - Occurrence Only*              *Sub-TOI:*                      *17.2004 Contractual Liability*  
*Product Name:*              *ESCP Policy 9/07*  
*Project Name/Number:*      *ESCP Policy 9/07/ESCP Policy 9/07*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTB-125290153 State: Arkansas  
Filing Company: Lyndon Property Insurance Company State Tracking Number: AR-PC-07-026077  
Company Tracking Number:  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2004 Contractual Liability  
Product Name: ESCP Policy 9/07  
Project Name/Number: ESCP Policy 9/07/ESCP Policy 9/07

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 10/03/2007

**Comments:**

**Attachment:**

AR 1476 NAIC Forms Transmittal[1].pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<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>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
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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

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

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input 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: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (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]

Check #:  
Amount:

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.)

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

*SERFF Tracking Number:*      *PRTB-125290153*                      *State:*                      *Arkansas*  
*Filing Company:*              *Lyndon Property Insurance Company*              *State Tracking Number:*      *AR-PC-07-026077*  
*Company Tracking Number:*  
*TOI:*                      *17.2 Other Liability - Occurrence Only*              *Sub-TOI:*                      *17.2004 Contractual Liability*  
*Product Name:*              *ESCP Policy 9/07*  
*Project Name/Number:*      *ESCP Policy 9/07/ESCP Policy 9/07*

## **Superseded Attachments**

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Amendatory Endorsement	09/13/2007	A1476 AR-1 1005.pdf

**LYNDON PROPERTY INSURANCE COMPANY**  
**[14755 N. Outer Forty Rd.**  
**St. Louis, Missouri 63017]**

**ENDORSEMENT**

**Arkansas Amendatory Endorsement to Extended Service Contract  
Reimbursement Insurance Policy**

The following is added under section 13. CANCELLATION, item b. Cancellation by Company and section 14. NON-RENEWAL:

Company will mail or deliver written notice of cancellation/non-renewal to the Arkansas Insurance Commissioner at least sixty (60) days before the effective date of cancellation.

THIS ENDORSEMENT IS PART OF YOUR POLICY AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.

Policy Number: \_\_\_\_\_

Endorsement Number: \_\_\_\_\_

Endorsement Date: \_\_\_\_\_

[Authorized Officer]