

SERFF Tracking Number: AGNY-125083203 State: Arkansas
Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
Company Tracking Number: AIC-06-SC-35
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: Hearing Instrument Insurance Policy
Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Filing at a Glance

Company: American Home Assurance Company

Product Name: Hearing Instrument Insurance Policy SERFF Tr Num: AGNY-125083203 State: Arkansas

TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: AR-PC-07-023000

Sub-TOI: 09.0006 Other Personal Inland Marine Co Tr Num: AIC-06-SC-35 State Status:

Filing Type: Form Co Status: Reviewer(s): Michelle Fahey, Becky Harrington, Betty Montesi

Author: Rick Fernandez Disposition Date: 08/20/2007

Date Submitted: 02/06/2007 Disposition Status: Approved

Effective Date Requested (New): 03/16/2007 Effective Date (New):

Effective Date Requested (Renewal): 03/16/2007 Effective Date (Renewal):

General Information

Project Name: Hearing Instrument Insurance Policy Program

Project Number: AIC-06-SC-35

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 08/20/2007

State Status Changed:

Corresponding Filing Tracking Number: AGNY-125083204

Filing Description:

The above-referenced company submits for you review and approval its Hearing Instrument Insurance Policy Program (the Program.) The Program provides coverage to individuals for hearing aids that are lost or damaged. Please refer to the attached Forms Listing for information about the forms included in this submission.

Status of Filing in Domicile: Pending

Domicile Status Comments: N/A

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

Company and Contact

Filing Contact Information

Rick Fernandez,

rick.fernandez@aig.com

SERFF Tracking Number: AGNY-125083203 State: Arkansas
Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
Company Tracking Number: AIC-06-SC-35
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: Hearing Instrument Insurance Policy
Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

175 Water Street, 17th Floor (212) 458-7449 [Phone]
New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

American Home Assurance Company CoCode: 19380 State of Domicile: New York
70 Pine Street Group Code: Company Type:
New York, NY 10270 Group Name: State ID Number:
(212) 770-7000 ext. [Phone] FEIN Number: 13-5124990

SERFF Tracking Number: AGNY-125083203 State: Arkansas
Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
Company Tracking Number: AIC-06-SC-35
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: Hearing Instrument Insurance Policy
Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 X 1 Form Filing
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00092856	\$50.00	01/17/2007

SERFF Tracking Number: AGNY-125083203 State: Arkansas
 Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
 Company Tracking Number: AIC-06-SC-35
 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
 Product Name: Hearing Instrument Insurance Policy
 Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	08/20/2007	08/20/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Becky Harrington	08/20/2007	08/20/2007	Rick Fernandez	08/20/2007	08/20/2007
Pending Industry Response	Becky Harrington	02/07/2007	02/07/2007	Rick Fernandez	08/20/2007	08/20/2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Please keep filing open; do not withdraw	Note To Reviewer	Rick Fernandez	07/19/2007	07/19/2007
Status	Note To Filer	Becky Harrington	06/25/2007	06/25/2007
Extension	Note To Filer	Becky Harrington	03/28/2007	03/28/2007
Extension Request	Note To Reviewer	Rick Fernandez	03/26/2007	03/26/2007
3rd Response Date Extension Request	Note To Reviewer	Rick Fernandez	03/21/2007	03/21/2007
Extension	Note To Filer	Becky Harrington	03/09/2007	03/09/2007

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

2nd Response Date Extension Request Note To Reviewer Rick Fernandez 03/09/2007 03/09/2007

Extension Note To Filer Becky Harrington 02/23/2007 02/23/2007

Extension Request for Comment Letter Note To Reviewer Rick Fernandez 02/23/2007 02/23/2007
Response

policy form Reviewer Note Becky Harrington 02/07/2007

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

Disposition

Disposition Date: 08/20/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125083203 State: Arkansas
 Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
 Company Tracking Number: AIC-06-SC-35
 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
 Product Name: Hearing Instrument Insurance Policy
 Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Schedule	Approved	Yes
Supporting Document	AK Form Listing	Approved	Yes
Form	Hearing Instrument Insurance Policy	Approved	Yes
Form (revised)	Declarations Page	Approved	Yes
Form	Declarations Page		Yes
Form	Declarations Page		Yes
Form	Platinum Protection Endorsement	Approved	Yes
Form (revised)	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement		Yes
Form	Hearing Instrument Insurance Policy Dec Page AR	Approved	Yes
Form	AR Amendatory Endorsement	Approved	Yes
Form	Hearing Instrument Insurance Policy Dec Page	Approved	Yes

SERFF Tracking Number: AGNY-125083203 State: Arkansas
Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
Company Tracking Number: AIC-06-SC-35
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: Hearing Instrument Insurance Policy
Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/20/2007
Submitted Date 08/20/2007

Respond By Date

Dear Rick Fernandez,

This will acknowledge receipt your response dated 8/20/2007

Objection 1

No Objections

Comment: The revised dec page was not attached.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/20/2007
Submitted Date 08/20/2007

Dear Becky Harrington,

Comments:

Response 1

Comments: Please find the dec page noted in the previous message.

Related Objection 1

Comment:

The revised dec page was not attached.

Changed Items:

No Supporting Documents changed.

SERFF Tracking Number: AGNY-125083203 State: Arkansas
 Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
 Company Tracking Number: AIC-06-SC-35
 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
 Product Name: Hearing Instrument Insurance Policy
 Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Declarations Page Previous Version	91890	(12/06)	Declarations/Schedule	New		0	
Declarations Page	91890	(12/06)	Declarations/Schedule	New		0	
Declarations Page	91890	(12/06)	Declarations/Schedule	New		0	91890 12-06 Declarations Page.pdf
Hearing Instrument Insurance Policy Dec Page	91890	(7/07)	Declarations/Schedule	New		0	ESCO AR Revised Dec Page.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Rick Fernandez

SERFF Tracking Number: AGNY-125083203 State: Arkansas
Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
Company Tracking Number: AIC-06-SC-35
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: Hearing Instrument Insurance Policy
Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/07/2007
Submitted Date 02/07/2007

Respond By Date

Dear Rick Fernandez,

This will acknowledge receipt of the captioned filing.

Objection 1

- Declarations Page (Form)

Comment: Illinois National is not licensed in Arkansas. Please remove from the form.

Objection 2

- Hearing Instrument Insurance Policy (Form)

Comment: The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. 23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, within the time allowed by law.

The type size does not appear to comply with Rule 29, Section 5.

Please feel free to contact Becky if you have questions.

Sincerely,

Becky Harrington

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/20/2007
Submitted Date 08/20/2007

Dear Becky Harrington,

SERFF Tracking Number: AGNY-125083203 State: Arkansas
Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
Company Tracking Number: AIC-06-SC-35
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: Hearing Instrument Insurance Policy
Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Comments:

Response 1

Comments: Ms. Harrington:

In response to you comment letter of February 7, 2007, please note the following:

- 1) We hereby withdraw the previously submitted dec page and replace it with the attached revised Declarations Page only listing American Home Assurance Company.
- 2) We hereby withdraw the previously submitted cancellation/nonrenewal endorsement and replace it with the attached AR Amendatory Endorsement.
- 3) Please also note that the type size is 9 point type.

Thank you very much,
Rick Fernandez
Filings Analyst
State Filings Department
American International Companies®
175 Water Street, 17th Floor
Tel (212) 458-7449
Fax (212) 458-7077
rick.fernandez@AIG.com

Related Objection 1

Applies To:
- Declarations Page (Form)
Comment:
Illinois National is not licensed in Arkansas. Please remove from the form.

Related Objection 2

Applies To:
- Hearing Instrument Insurance Policy (Form)
Comment:
The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. 23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

SERFF Tracking Number: AGNY-125083203 State: Arkansas
 Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
 Company Tracking Number: AIC-06-SC-35
 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
 Product Name: Hearing Instrument Insurance Policy
 Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, allows five (5) years in which to commence litigation for this insurance contract. You may amend by extending the time limit to five (5) years or by stating, within the time allowed by law.

The type size does not appear to comply with Rule 29, Section 5.

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
<i>Declarations Page</i>	91890	(12/06)	<i>Declarations/Schedule</i>	<i>New</i>		0	
Previous Version							
<i>Declarations Page</i>	91890	(12/06)	<i>Declarations/Schedule</i>	<i>New</i>		0	91890 12-06 Declarations Page.pdf
Arkansas Amendatory Endorsement	52131	(11/03)	Endorsement/Amendment/Conditions	New		0	AR-52131.pdf
Previous Version							
Arkansas Amendatory Endorsement	52131	(11/03)	Endorsement/Amendment/Conditions	New		0	AR-52131.pdf
Hearing Instrument Insurance PolicyDec Page AR	91890	(7/07)	Declarations/Schedule	New		0	
AR Amendatory Endorsement	95226	(7/07)	Endorsement/Amendment/Conditions	New		0	ESCO AR Amendatory Endorsement.pdf

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

No Rate/Rule Schedule items changed.

Sincerely,
Rick Fernandez

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

Note To Filer

Created By:

Becky Harrington on 06/25/2007 12:53 PM

Subject:

Status

Comments:

Do you wish to continue to have this filing remain open or withdraw it to be re-submitted at a later date?

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

Note To Filer

Created By:

Becky Harrington on 03/28/2007 10:13 AM

Subject:

Extension

Comments:

We will hold the filing in abeyance pending your response. You will not need to continue to request an extension.

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

Note To Reviewer

Created By:

Rick Fernandez on 03/21/2007 03:00 PM

Subject:

3rd Response Date Extension Request

Comments:

We are currently working on finishing up our response to you comment letter of 02-07-07. As we will need some additional time to complete our response we would like to request an additional extension making the new response date 03-23-07.

Thank you very much,

Rick Fernandez

Filings Analyst

State Filings Department

American International Companies

175 Water Street, 17th Floor

Tel (212) 458-7449

Fax (212) 458-7077

rick.fernandez@AIG.com

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

Note To Filer

Created By:

Becky Harrington on 03/09/2007 02:01 PM

Subject:

Extension

Comments:

OK

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

Note To Filer

Created By:

Becky Harrington on 02/23/2007 02:50 PM

Subject:

Extension

Comments:

OK

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

Reviewer Note

Created By:

Becky Harrington on 02/07/2007 08:41 AM

Subject:

policy form

Comments:

Duties M. Item 5 repairs made through an authorized facility.

SERFF Tracking Number: AGNY-125083203 State: Arkansas
 Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
 Company Tracking Number: AIC-06-SC-35
 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
 Product Name: Hearing Instrument Insurance Policy
 Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Hearing Instrument Insurance Policy	91892	(12/06)	Policy/Coverage Form		0.00	91892.AIG Policy_john doyles.pdf
Approved	Declarations Page	91890	(12/06)	Declaration News/Schedule		0.00	
Approved	Platinum Protection Endorsement	91891	(12/06)	Endorsement/Amendment/Conditions		0.00	91891 12-06 Platinum Endrmnt.pdf
Approved	Arkansas Amendatory Endorsement	52131	(11/03)	Endorsement/Amendment/Conditions		0.00	AR-52131.pdf
Approved	Hearing Instrument Insurance PolicyDec Page AR	91890	(7/07)	Declaration News/Schedule		0.00	
Approved	AR Amendatory Endorsement	95226	(7/07)	Endorsement/Amendment/Conditions		0.00	ESCO AR Amendatory Endorsement.pdf
Approved	Hearing Instrument Insurance Policy Dec Page	91890	(7/07)	Declaration News/Schedule		0.00	ESCO AR Revised Dec Page.pdf



AMERICAN INTERNATIONAL COMPANIES®
Hearing Instrument Insurance Policy

Executive Offices
70 Pine Street
New York, NY 10270

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED. ENDORSEMENTS MAY ALSO APPLY. THEY ARE IDENTIFIED ON THE DECLARATIONS. REFER TO DEFINITIONS FOR WORDS THAT HAVE SPECIAL MEANING. THESE WORDS ARE SHOWN IN BOLD TYPE.

Table Of Contents

A. Agreement	2
B. Definitions	2
C. Who is Insured	2
D. Covered Property	2
E. Property Not Covered	2
F. Covered Causes of Loss	3
G. Causes of Loss Not Covered	3
H. Limits of Liability	4
I. Deductible	4
J. Other Insurance	5
K. Transfer of Your Rights and Duties under This Policy	5
L. Loss Settlement and Valuation	5
M. Duties in the Event of Loss	5
N. Abandonment	6
O. Appraisal	6
P. Loss Payment	7
Q. Insurance Not to Benefit Others	7
R. Legal Action Against Us	7
S. Conformity with Statute/Liberalization Clause ...	7
T. Cancellation and Nonrenewal	7

A. Agreement

In return for **your** payment of the required premium, **we** provide the coverage described herein subject to all the provisions, limitations, exclusions and conditions that apply.

B. Definitions

The items described below shall have the following meanings when used in this policy.

- Hearing Instrument** - A digital, analog, linear, programmable or non-programmable hearing device, hearing aid, or speech processing hearing instrument(s), and related Class I, II and III medical devices as specified in the schedule on the Declarations.
- Practitioner** - The party who has prescribed or dispensed the hearing instrument(s).
- You** and **Your** – The person identified as the named insured on the Declarations.
- We, Us** and **Our** – The company providing the coverage as indicated on the Declarations.

C. Who is Insured

The following are insured under this policy: The individual who is a wearer of hearing instrument(s) and is identified as the named insured as indicated on the Declarations.

D. Covered Property

Covered Property consists of: **Hearing instrument(s)** – **we** will cover the **hearing instrument(s)** specified by the serial number on the Declarations, together with their parts related to the functioning of the specified **hearing instrument(s)**, including remote controls and ear molds.

E. Property Not Covered

We do not cover:

- Hearing instrument(s)** being held as inventory for sale, lease, or rental by **you** to some third party. However, **we** do cover **hearing instrument(s)** that are leased or provided directly to **you** and any newly acquired **hearing instrument(s)** obtained by **you** during the policy period that are reported to **us** within thirty (30) days of acquisition / purchase.
- Hearing instrument(s)** insured under this policy to the extent that this coverage is provided under any valid and collectible express guaranty or warranty, or other service contract agreement.

F. Covered Causes of Loss

We cover all risks of direct physical loss or damage, however caused, to the **hearing instrument(s)** subject to the terms, conditions and exclusions of this policy. **We** do not cover loss or damage caused by or resulting from a cause of loss that is excluded or limited elsewhere in this policy. Covered losses are losses occurring during the policy term.

G. Causes of Loss Not Covered

We do not cover loss or damage directly or indirectly caused by, or resulting from, contributed to, or made worse by any of the following. These causes of loss or damage, whether or not dominant, are not insured even if a covered Cause of Loss contributes concurrently or in any sequence to the loss or damage:

- War, including undeclared war; civil war; insurrection; rebellion; warlike act by military force or military personnel; destruction, seizure, or use for a military purpose, including any consequence of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;
- Nuclear hazard, meaning any weapon employing atomic fission, fusion, or other radioactive force or nuclear reaction, radiation, or radioactive contamination from any other cause except that direct loss by fire resulting from the nuclear hazard is covered;
- Illegal acts by **you**, meaning acts of contraband, illegal transportation, or trade;
- Normal wear and tear, gradual deterioration, inherent vice, latent defect, error or omission in the design, specification, or faulty material/ construction/assembly, mechanical or electrical breakdown;
- Malfunctions caused by changes to the ear, or changes in the ear canal that may result in, but not limited to remake or re-casing due to a poor or improper fit;
- Delay, loss of use, loss of market, interruption of business, or wages or any other indirect or consequential loss or damage;
- Deliberate, negligent or intentional acts committed by **you**, anyone else with an interest in the **hearing instrument(s)**, or any of **your** agents, employees, or other representatives, for the purpose of causing damage or loss to the **hearing instrument(s)**;

- Fraudulent, dishonest, or criminal acts committed alone or in collusion with others by **you** or **your** agents or representatives;
- Any medical charges, including but not limited to, those incurred in connection with the implanting or explanting of **hearing instrument(s)**;
- Personal or bodily injury or sickness due to the use of the **hearing instrument(s)**;
- Damages claimed for any loss, cost, or expense incurred by **you** or others due to withdrawal, recall, inspection, repair, replacement, adjustment, removal and/or disposal of the **hearing instrument(s)** by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it;
- Electromagnetic field regardless of source of origin;
- Repair/Replacement of the **hearing instrument(s)** while in the care, custody, or control of a third party including, but not limited to, the **hearing instrument(s)** while in transit;
- Any reduced performance or efficiency of the **hearing instrument(s)**;

H. Limits of Liability

We will not pay more than the cost to repair or replace the **hearing instrument(s)** with property that is similar in kind or quality. Only a single replacement per covered **hearing instrument(s)** will be made under this policy. This policy's premium is considered fully earned if the **hearing instrument(s)** is replaced. Neither **we** nor the **practitioner** will be liable beyond replacement of the **hearing instrument(s)** at the time of loss or total damage, and the claim shall be estimated according to such replacement value, and shall in no event exceed what it would then cost to repair or replace the **hearing instrument(s)** with material of like kind and quality. You are not entitled to a cash benefit under this policy.

I. Deductible

We will deduct the applicable deductible, if any, from the amount as shown on the Declarations from each adjusted claim.

J. Other Insurance

If at the time of loss or damage there is available any other insurance that is purchased with the express purpose of insuring the **hearing instrument(s)**, **we** will pay **our** share of the covered loss or damage. **Our** share is the proportion that the amount of insurance under this coverage bears to the amount of insurance of all insurance covering the **hearing instrument(s)**.

K. Transfer of Your Rights and Duties Under this Policy

Your rights and duties under this policy may not be transferred without our written consent.

L. Loss Settlement and Valuation

In the event of loss or damage to your **hearing instrument(s)**, the value of your **hearing instrument(s)** will be determined at the time of loss. But this value will not exceed the lesser of the following amounts: 1. The cost to repair the **hearing instrument(s)**; or 2. The cost to replace the **hearing instrument(s)** with a **hearing instrument(s)** similar in kind or quality. No betterment in kind or quality is permitted. **You** must report a loss within the time limit stated in Paragraph M (3), otherwise there is no coverage for the loss under this policy. In case of loss or damage to any set, **we** will repair or replace any part with new parts if this is an available option to restore the pair or set to its value before the loss.

M. Duties in the Event of Loss

In case of a loss to which this insurance may apply, **you** must see that the following duties are performed;

1. Protect the **hearing instrument(s)** from further loss and take all reasonable steps possible to minimize the loss. If expenses are incurred in doing so, keep a record of **your** expenses for consideration in the settlement of the claim.
2. Notify the police and make a report, when warranted, such as in cases of theft, attempted theft, vandalism, or malicious mischief.
3. Report the loss promptly to **us** or **our** authorized representative immediately, but no later than ninety (90) days from the date of loss.
4. File with **us** or **our** authorized representative a

detailed proof of interest and loss, signed and sworn to by **you** on forms **we** provide, within sixty (60) days from the date of **our** request, including the following:

- a) to the best of **your** knowledge and belief, the facts and amount of the loss and **your** interest in the **hearing instrument(s)**;
 - b) a signed Authorization of Repair on a form **we** approve, and;
 - c) a copy of the police report filed with the appropriate law enforcement officials (or if the report is not reasonably available, the report number) if the loss or damage was caused by or resulted from theft, attempted theft, vandalism, or malicious mischief.
5. Repairs or replacements must be made through an authorized facility. If repairs or replacements are made that **we** have not authorized, **we** will not pay for that loss or damage;
 6. Permit **us** to inspect the **hearing instrument(s)** and records proving loss, and if requested, permit **us** to question **you** under oath at such times as may be reasonably required about any matter relating to this insurance or **your** claim, including your books and records. In such event, **your** answers must be signed.
 7. Cooperate with **us** in the investigation and settlement of the claim.

N. Abandonment

There can be no abandonment of any **hearing instrument(s)** to **us**.

O. Appraisal

If **we** and **you** fail to agree on the amount of loss, either one can demand that the amount of loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, independent appraiser and notify the other of the appraiser's identity within twenty (20) days of receipt of written demand. The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within fifteen (15) days, **you** or **we** can ask a judge of a court of record, in the state of your residence, to select an umpire. The appraisers shall then set the amount of loss. If the appraisers submit a written report of an agreement to **us**, the amount agreed

upon shall be the amount of loss. If the appraisers fail to agree within a reasonable time, they shall submit their difference to the umpire. Written agreement signed by any two of these three shall set the amount of loss. Each appraiser shall be paid by the party selecting the appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by the parties selecting the appraisers.

P. Loss Payment

Unless a claim has been paid by others, **we** will pay any loss covered under this policy within thirty (30) days after **we** reach agreement with **you**, the entry of a final judgment, or the filing of an appraisal award with **us**.

Q. Insurance Not to Benefit Others

No person or organization having custody of the **hearing instrument(s)** and to be paid for services shall benefit from this insurance.

R. Legal Action Against Us

No action shall be brought against **us** under this policy unless there has been full compliance with the terms of the policy and the action is started within one year after the occurrence causing loss or damage.

S. Conformity with Statute/Liberalization Clause

Terms of this policy that are in conflict with the statutes of the state which this policy is written are hereby amended to conform to such statute.

T. Cancellation and Nonrenewal

1. **You** may cancel this policy. If **you** decide to cancel this policy, **you** must mail or deliver advance written notice to **us** stating when the cancellation is to take effect. If **you** cancel, **we** will refund any unearned premium, less a fee for early cancellation of \$10.
2. If all premiums are not paid when due, **we** may cancel this policy for nonpayment of premium upon giving ten (10) days written notice. If **we** cancel for any other reason, **we** will mail or deliver to **you** written notice of cancellation, accompanied by the reason for cancellation at least sixty (60) days prior to the effective date of cancellation. If **we** decide to not renew this policy, **we** will mail

or deliver to **you** written notice of nonrenewal, accompanied by the reason for nonrenewal at least sixty (60) days prior to the anniversary of this policy. Any notice of nonrenewal will be mailed or delivered to **your** last mailing address known to **us**. If notice is mailed, proof of mailing will be sufficient proof of notice.

All inquiries and/or complaints please call 800-992-3726

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



President



Secretary

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the policy.

Authorized Representative or Date
Countersignature (Where Applicable)

Issue Date:

ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of
policy no. issued to
by

**HEARING INSTRUMENT INSURANCE POLICY
PLATINUM PROTECTION ENDORSMENT**

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

Section G. **CAUSES OF LOSS NOT COVERED** is amended to delete the following:

G. CAUSES OF LOSS NOT COVERED

4. Normal wear and tear, gradual deterioration, inherent vice, latent defect, error or omission in the design, specification, or faulty material/construction/assembly, mechanical or electrical breakdown;
13. Repair/Replacement of the **hearing instrument(s)** while in the care, custody, or control of a third party including, but not limited to, the **hearing instrument(s)** while in transit;

All other terms, conditions and exclusions shall remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement, effective _____ at _____

forms part of _____

Policy no.: _____ issued to: _____

By: _____

ARKANSAS AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy 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 Insured or Other Insured(s) 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.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. forms a part of
policy no. issued to
by

HEARING INSTRUMENT INSURANCE POLICY

ARKANSAS AMENDATORY ENDORSEMENT

In consideration of the premium charged, it is hereby understood and agreed that the policy is hereby amended as follows:

1. Section **O. Appraisal** is amended to include the following sentence at the end of the Section:

This appraisal provision is non-binding and voluntary.

2. Section **R. Legal Action Against Us** is deleted and replaced with the following:

R. Legal Action Against Us

No action shall be brought against **us** under this policy unless there has been full compliance with the terms of the policy and the action is started within the time allowed by law.

3. Section **T. Cancellation and Nonrenewal** is deleted and replaced with the following:

T. Cancellation and Nonrenewal

1. **You** may cancel this policy by mailing or delivering to **us** advance written notice of cancellation.
2. **We** may cancel this policy only for the reasons stated below by letting **you** know in writing of the date cancellation takes effect. This cancellation notice shall be mailed to **your** last mailing address shown in the declarations. A certificate of mailing will be proof of mailing and will be sufficient proof of notice.
 - a) When **you** have not paid the premium, **we** may cancel by notifying **you** at least 10 days before the date cancellation takes effect.
 - b) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason by letting **you** know at least 20 days before the date cancellation takes effect.
 - c) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
 - i. Upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing the policy, or in presenting a claim under this policy;
 - ii. Upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued; or

iii. In the event of a material violation of a material provision of this policy.

This can be done by letting **you** know at least 20 days before the date cancellation takes effect.

- d) When this policy is written for a period of more than one year, **we** may cancel for any reason at anniversary by letting **you** know at least 20 days before the date cancellation takes effect.

All other terms, conditions and exclusions shall remain unchanged.

Authorized Representative

**Hearing Instrument Insurance Policy
DECLARATIONS**

American Home Assurance Company (a capital stock company)

Executive Offices: 70 Pine Street, New York, NY 10270

Telephone No. 212-770-7000

POLICY NUMBER:

RENEWAL OF:

ITEM 1. NAMED INSURED:

MAILING ADDRESS:

ITEM 2. POLICY PERIOD:

FROM:

TO:

(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

ITEM 3. LIMITS OF INSURANCE:

ITEM 4. DEDUCTIBLE:

ITEM 5. HEARING INSTRUMENT(S) COVERED:

Right Device:

Manufacturer:

Model:

Serial Number:

Year of Manufacturer

Other Device:

Manufacturer:

Model:

Serial Number:

Year of Manufacturer

Left Device:

Manufacturer:

Model:

Serial Number:

Year of Manufacturer

Other Device

Manufacturer:

Model:

Serial Number:

Year of Manufacturer

Remote Device:

Manufacturer:

Model:

Serial Number:

Year of Manufacturer

Other Device

Manufacturer:

Model:

Serial Number:

Year of Manufacturer

ITEM 6. PREMIUM:

ITEM 7. POLICY ADMINISTRATION FEE:

ITEM 8. PREMIUM PLUS POLICY ADMINISTRATION FEE:

ITEM 9. ENDORSEMENTS:

PRODUCER NAME:

ADDRESS:

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer.

Authorized Representative or
Countersignature (Where Applicable)

Date

Issue Date: _____

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNY-125083203 State: Arkansas
Filing Company: American Home Assurance Company State Tracking Number: AR-PC-07-023000
Company Tracking Number: AIC-06-SC-35
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine
Product Name: Hearing Instrument Insurance Policy
Project Name/Number: Hearing Instrument Insurance Policy Program/AIC-06-SC-35

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 08/20/2007

Comments:

Attachment:

02-06-07 PCTD-1 Forms.pdf

Satisfied -Name: Forms Schedule **Review Status:** Approved 08/20/2007

Comments:

Attachment:

02-06-07 PC FFS-1.pdf

Satisfied -Name: AK Form Listing **Review Status:** Approved 08/20/2007

Comments:

Attachment:

02-06-07 AK Form Listing.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only 	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: f. State Filing #: g. SERFF Filing #:
---	---

3. Group Name	Group NAIC #
American International Group, Inc.	012

4. Company Name(s)	Domicile	NAIC #	FEIN #
American Home Assurance Company	NY	19380	13-5124990

5. Company Tracking Number	AIC-06-SC-35
-----------------------------------	---------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and Address	Title	Telephone #s	Fax #	E-mail
	Rick Fernandez 175 Water Street, 17 th Floor New York, NY, 10038	Filings Analyst	212-458-7449	212-458-7077	rick.fernandez@aig.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Rick Fernandez		

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

9.	Type of Insurance (TOI)	Inland Marine
10.	Sub-Type of Insurance (Sub-TOI)	9.0006/Other Personal Inland Marine
11.	State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Hearing Instrument Insurance Policy Program
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: March 16, 2007 Renewal: March 16, 2007
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	February 6, 2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	AIC-06-SC-35
------------	--	--------------

21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]
------------	---

The company listed in item #4 above submits for you review and approval it's Hearing Instrument Insurance Policy Program (the "Program.") The Program provides coverage to individuals for hearing aids that are lost or damaged.

The rates are being submitted separately.

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 #: 00092856
Amount: \$50.00

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

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

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.)

1.	This filing transmittal is part of Company Tracking #	AIC-06-SC-35			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
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	Hearing Instrument Insurance Policy	91892 (12/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Declarations Page	91890 (12/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Platinum Protection Endorsement	91891 (12/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Arkansas Amendatory Endorsement	52131 (11/03)	<input checked="" 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		

Effective January 1, 2006

This page is informational only and do not need to be submitted with your filings!

Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE

FORM FILING SCHEDULE

1. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state

2. This filing corresponds to rate/rule filing number: Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.

3. Exhibit/Form Name/Description/Synopsis: This is a list of forms being filed. Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here. The line numbers below this are to help the Departments that track the number of forms they receive.

To be complete a filing must include the following:

- A completed Property & Casualty Transmittal Document (PC TD-1).
- A completed Form Filing Schedule Document (PC FFS-1), when applicable. **Do not refer to the body of the filing for the forms listing, unless allowed by state.**
- A completed Rate/Rule Filing Transmittal document (PC RRFS-1), when applicable. **Do not refer to the body of the filing for the forms listing, unless allowed by state.**
- The appropriate state specific requirements.
- The appropriate filing fees, when required.
- A postage-paid, self-addressed envelope large enough to accommodate the return of acknowledgement, as required by state.
- You should refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

Form Listing - Filing No. AIC-06-SC-35

Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
Hearing Instrument								This Policy provides coverage to individuals for hearing aids that are lost or damaged.
1 Insurance Policy	91892 (12/06)	P	N	N/A	Mandatory	Broadens	Yes	
2 Declarations Page	91890 (12/06)	D	N	N/A	Mandatory	N/A	No	Declarations
3 Platinum Protection Endorsement	91891 (12/06)	E	N	N/A	Optional	Broadens	No	This endorsements modifies the policy to delete the causes of loss not covered.
Arkansas								This endorsement amends the cancelation provision in the policy.
4 Amendatory Endorsement	52131 (11/03)	E	N	N/A	Mandatory	Clarifies	No	

A = Application
D = Declarations
E = Endorsement
P = Policy
O = Other (Please explain)

Yes or No

SERFF Tracking Number: *AGNY-125083203* *State:* *Arkansas*
Filing Company: *American Home Assurance Company* *State Tracking Number:* *AR-PC-07-023000*
Company Tracking Number: *AIC-06-SC-35*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0006 Other Personal Inland Marine*
Product Name: *Hearing Instrument Insurance Policy*
Project Name/Number: *Hearing Instrument Insurance Policy Program/AIC-06-SC-35*

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.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Declarations Page	08/20/2007	
No original date	Form	Declarations Page	02/06/2007	91890 12-06 Declarations Page.pdf
No original date	Form	Arkansas Amendatory Endorsement	02/06/2007	AR-52131.pdf

**Hearing Instrument Insurance Policy
DECLARATIONS**

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- American Home Assurance Company
- Illinois National Insurance Company
(each of the above being a capital stock company)

**Executive Offices: 70 Pine Street, New York, NY 10270
Telephone No. 212-770-7000**

POLICY NUMBER: _____ **RENEWAL OF:** _____

ITEM 1. NAMED INSURED:
MAILING ADDRESS:

ITEM 2. POLICY PERIOD: **FROM:** _____ **TO:** _____
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

ITEM 3. LIMITS OF INSURANCE:

ITEM 4. DEDUCTIBLE:

ITEM 5. HEARING INSTRUMENT(S) COVERED:

<u>Manufacturer</u>	<u>Model</u>	<u>Serial Number</u>	<u>Purchase Date</u>

ITEM 6. PREMIUM:

ITEM 7. POLICY ADMINISTRATION FEE:

ITEM 8. PREMIUM PLUS POLICY ADMINISTRATION FEE:

ITEM 9. ENDORSEMENTS:

PRODUCER NAME:
ADDRESS:

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer.

_____ **Date**
Authorized Representative or
Countersignature (Where Applicable)
Issue Date: _____

ENDORSEMENT

This endorsement, effective _____ at _____

forms part of _____

Policy no.: _____ issued to: _____

By: _____

ARKANSAS AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Entity, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

The following is added and supercedes any provision to the contrary:

A. CANCELLATION

If this policy has been in effect for more than sixty (60) days or is a renewal policy, the Insurer shall not cancel this policy 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 Insured or Other Insured(s) 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.

The Insurer may cancel this policy by mailing or delivering written notice stating the reason for cancellation to the First Named Insured and any lienholder or loss payee named in the policy at least:

- a. Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium.
- b. Twenty (20) days before the effective date of cancellation if cancellation is due to any other reason.

If cancellation is due to nonpayment of premium, notice should state the reason for cancellation.

B. NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail written notice to the First Named Insured shown in the Declarations at least sixty (60) days before:

- (a) its expiration date; or
- (b) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, the Insurer is not required to send this notice if nonrenewal is due to the Insured's failure to pay any premium required for renewal.

The Insurer will mail its notice to the First Named Insured's last known mailing address. If notice is mailed, proof of mailing will be sufficient proof of notice.

AUTHORIZED REPRESENTATIVE