

SERFF Tracking Number: ARKS-125401884 State: Arkansas
Filing Company: 11126 - Sompo Japan Insurance Company of America State Tracking Number: #82309 \$50
Company Tracking Number: 07-GL-092F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: na
Project Name/Number: /

Filing at a Glance

Company: 11126 - Sompo Japan Insurance Company of America

Product Name: na SERFF Tr Num: ARKS-125401884 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #82309 \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 07-GL-092F State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Disposition Date: 12/26/2007
Date Submitted: 12/26/2007 Disposition Status: Approved

Effective Date Requested (New): Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 01/03/2008
State Status Changed: 01/03/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Company and Contact

Filing Contact Information

NA NA, NA@NA.com

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Project Name/Number: /

NA (123) 555-4567 [Phone]
NA, AR 00000

Filing Company Information

11126 - Sompo Japan Insurance Company of America CoCode: 11126 State of Domicile: Arkansas
No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 01/03/2008 | 01/03/2008 |

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Disposition

Disposition Date: 12/26/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125401884 State: Arkansas
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| Item Type | Item Name | Item Status | Public Access |
|----------------------------|--|--------------------|----------------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | ARKS-125401884 | | No |

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Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125401884 State: Arkansas
Filing Company: 11126 - Sampo Japan Insurance Company of America State Tracking Number: #82309 \$50
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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: na
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125401884

01/03/2008

Comments:

Attachment:

ARKS-125401884.pdf



Sompo Japan Insurance Company of America

ARKS-125401884CK 82309
50.00 Lien
4 forms
ER

December 18, 2007

13850 Ballantyne Corporate Place, Suite 200
Charlotte, NC 28277
Tel: 704-759-2200
Fax: 704-759-2542
www.sompo-japan-us.com

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

Approved until withdrawn
or revoked

Dec 26 2007

Arkansas Insurance Department
By:

Re: **COMMERCIAL LINES**
DIVISION SIX - GENERAL LIABILITY
INDEPENDENT FORMS SUBMISSION
COMPANY FILING # 07-GL-092f
SOMPO JAPAN INSURANCE COMPANY OF AMERICA #3219-11126

SAL

Dear Commissioner Bowman:

On behalf of the above captioned company, we are introducing our Extended Product Warranty Program in your state. Coverage is provided for claims arising out of Service Agreements that insureds issue for products they manufacture, sell or distribute. The following policy form and endorsements will apply to this program:

- **YEW 00 001 (ED 5/03)** ~ Contractual Liability Coverage Form for Extended Product Warranty - Declarations page
- **YEW 00 002 (ED 05/2003 ed.)** ~ Contractual Liability Coverage Form For Extended Product Warranty
- **YEW 02 001 (ed 7/98)** ~ Deductible Liability Insurance
- **SEW 01 023 (01-2008 ed)** ~ Arkansas Changes - Cancellation and Nonrenewal

Enclosed please find the required transmittals, filing forms and copies of the endorsements for your review. This filing consists of 12 pages total, including filing fee check.

Our companion rule containing the rules of usage for these endorsements does not require filing in your state.

We trust this submission will prove satisfactory and respectfully request your approval for policies written/effective on or after February 1, 2008.

Should you have any questions regarding this submission, you may contact me at mteel@sompo-japan-us.com or at the phone number shown below.

Sincerely,

M. Teel

Mary Lynn Teel
State Filings Analyst
Sompo Japan Insurance Company of America
Ph: (704) 759-2158 Fax: (704) 759-2542
Attachment(s)
Fee: \$50.00 Check #: 082309
07-GL-092ARf

RECEIVED

DEC 26 2007

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Property & Casualty Transmittal Document

| | | | | | |
|---|---|--------------|--|------------------|--|
| 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: | | | | |
| | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> | New Business | | Renewal Business | |
| New Business | | | | | |
| Renewal Business | | | | | |
| | f. State Filing #: | | | | |
| | g. SERFF Filing #: | | | | |
| | h. Subject Codes | | | | |

| | |
|----------------------|--------------|
| 3. Group Name | Group NAIC # |
| N/A | 3219 |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # | State # |
|---------------------------------|----------|--------|------------|---------|
| Sompo Japan Ins. Co. of America | New York | 11126 | 13-2554270 | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | |
|-----------------------------------|------------|
| 5. Company Tracking Number | 07-GL-092f |
|-----------------------------------|------------|

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

| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
|-----------|---|-----------------------------|----------------|--------------|--|
| | Mary Lynn Teel 13850 Ballantyne Corporate Place Suite 200 Charlotte, NC 28277 | State Filings Analyst | 704-759-2158 | 704-759-2542 | mteel@sompo-japan-us.com |
| | | | | | <div style="border: 2px solid black; padding: 5px; display: inline-block;"> RECEIVED 1 DEC 26 2007 PROPERTY AND CASUALTY DIVISION ARKANSAS INSURANCE DEPARTMENT </div> |
| 7. | Signature of authorized filer | | <i>M Teel</i> | | |
| 8. | Please print name of authorized filer | | Mary Lynn Teel | | |

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

| | | |
|------------|--|--|
| 9. | Type of Insurance (TOI) | 17.0 Other Liability-Occ/Claims Made |
| 10. | Sub-Type of Insurance (Sub-TOI) | 17.0001 Commercial General Liability |
| 11. | State Specific Product code(s)(if applicable)[See State Specific Requirements] | N/A |
| 12. | Company Program Title (Marketing title) | Commercial Lines - General Liability Extended Product Warranty 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: 02/01/2008 Renewal: 02/01/2008 |

Property & Casualty Transmittal Document---

| | | |
|-----|--|---|
| 15. | Reference Filing? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16. | Reference Organization (if applicable) | N/A |
| 17. | Reference Organization # & Title | N/A |
| 18. | Company's Date of Filing | 12/18/2007 |
| 19. | Status of filing in domicile | <input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input checked="" type="checkbox"/> Disapproved |

| | | |
|-----|---|------------|
| 20. | This filing transmittal is part of Company Tracking # | 07-GL-092f |
|-----|---|------------|

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

We are introducing our Extended Product Warranty Program in your state. Coverage is provided for claims arising out of Service Agreements that insureds issue for products they manufacture, sell or distribute. The following policy form and endorsements will apply to this program:

- **YEW 00 001 (ED 5/03)** ~ Contractual Liability Coverage Form for Extended Product Warranty – Declarations page
- **YEW 00 002 (ED 05/2003 ed.)** ~ Contractual Liability Coverage Form For Extended Product Warranty
- **YEW 02 001 (ed 7/98)** ~ Deductible Liability Insurance
- **SEW 01 023 (01-2008 ed)** ~ Arkansas Changes – Cancellation and Nonrenewal

Enclosed please find the required transmittals, filing forms and copies of the endorsements for your review. This filing consists of 12 pages total, including filing fee check.

Our companion rule containing the rules of usage for these endorsements does not require filing in your state.

We trust this submission will prove satisfactory and respectfully request your approval for policies written/effective on or after February 1, 2008.

| | |
|--|---|
| 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] |
| <p>Check #: 082309 Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p> | |

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

Effective March 1, 2007

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 # | 07-GL-092f | | | |
| 2. | This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable) | N/A | | | |
| 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 | Contractual Liability Coverage Form for Extended Product Warranty – Declarations page | YEW 00 001 (ED 5/03) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 02 | Contractual Liability Coverage Form For Extended Product Warranty | YEW 00 002 (ED 05/2003 ed.) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 03 | Deductible Liability Insurance | YEW 02 001 (ed 7/98) | <input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 04 | Arkansas Changes – Cancellation and Nonrenewal | SEW 01 023 (01-2008 ed) | <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 | | |



CONTRACTUAL LIABILITY COVERAGE FORM
FOR EXTENDED PRODUCT WARRANTY

Declarations Page

Policy Number: Renewal of:
Item 1. Named Insured & Address: Producer's Name & Address:
Code:

The Named Insured is: Individual Partnership ■ Corporation Other: _____

Item 2. Policy Period 12:01a.m. Standard Time at the address of the Named Insured stated in Item 1. above.
From: mm/dd/yr To: mm/dd/yr

Item 3. LIMITS OF LIABILITY (we pay)

Per Claim \$

Item 4. PREMIUM

Table with 3 columns: Basis of Premium, Rate, Estimated Annual Premium

Item 5. Deposit Premium \$ ■ Flat Charge □ Audited

Item 6. Minimum Retained Audited Premium \$ _____

Item 7. Minimum Retained Premium \$ _____ not subject to adjustment should you elect to cancel the policy.

Item 8. AUDIT BASIS: ■ Annual □ Semi Annual □ Quarterly □ Monthly □ Flat Charge

Item 9. ENDORSEMENTS ATTACHED TO THE POLICY:

Authorized Representative



CONTRACTUAL LIABILITY COVERAGE FORM FOR EXTENDED PRODUCT WARRANTY

In consideration of the premium paid and in reliance upon the statements in the Application and any schedule completed by you, and upon the Declarations, and subject to its terms, conditions, and exclusions, we agreed to this Policy as a contract with you.

Throughout the Policy, the words **you** and **your** referred to the Named Insured(s) shown in the declarations and any other person(s) or organization(s) qualifying as a Named Insured under this Policy. The words **we**, **us** and **our** referred to the company providing this insurance.

I. INSURING AGREEMENT

We will pay those sums that the insured becomes legally obligated to pay as **claims** under **Service Agreements** approved by **us** and issued by **you** during the term of this Policy.

II. DEFINITIONS

- A. **Claim** means a demand for repair, replacement, or a request for a reimbursement in the event of an emergency defect under a **Service Agreement**, including "Incurred" and "Incurred but not Reported" claims and claims expenses.
- B. **Service Agreement** means any valid service contract or limited warranty issued by **you** and approved by **us** under this Policy.
- C. **Service Agreement Holder** means any person or legal entity who legally acquires the rights of ownership to a **Service Agreement**, from **you** or as a qualified transferee.

III. EXCLUSIONS

This Policy does not apply to:

- A. Any and all **claims**, not covered by a **Service Agreement**, including but not limited to:
 - 1. Third party liability **claims** or damages; or
 - 2. Punitive, multiplied, or exemplary damages;
- B. Any bodily injury;
- C. Any property damage;
- D. Any obligation under a manufacturer's recall;
- E. Any repair or replacement subsequent to any unauthorized repair or replacement;
- F. Any unauthorized modification or failure to follow the manufacturer's installation, operation or maintenance instructions; or
- G. Any **claims** arising from failure to provide service due to conditions beyond **your** control, including but not limited to, unavailability of parts or labor disputes.



IV. CONDITIONS

A. Bankruptcy

Your bankruptcy or insolvency shall not relieve **us** of any obligations under this Policy.

B. Assignment Of Rights

You shall not assign or transfer **your** interest in this Policy without **our** written consent attached to the Policy.

C. Conformance to Statutes

To the extent a term of this Policy conflicts with a statute of the State within which this Policy is issued, the term shall be deemed amended to conform to the minimum requirements of that statute.

D. Transfer of Rights of Recovery against Others to Us

You may be able to recover all or part of **your** loss from someone other than **us**. You, therefore, shall do all that is possible to preserve any such right of recovery. If we make a payment under this Policy, that right of recovery shall belong to **us**. You shall do whatever is necessary, including signing documents, to help **us** obtain that recovery.

E. Examination Of Your Books And Records

We may examine and audit **your** books and records as they relate to this Policy at any time during the policy period and up to three (3) years afterward.

F. Changes

Only the first Named Insured shown in the Declaration is authorized to make changes in the terms of this Policy with **our** written consent. This Policy's terms shall be amended or waived only by endorsement issued by **us** and made a part of this Policy.

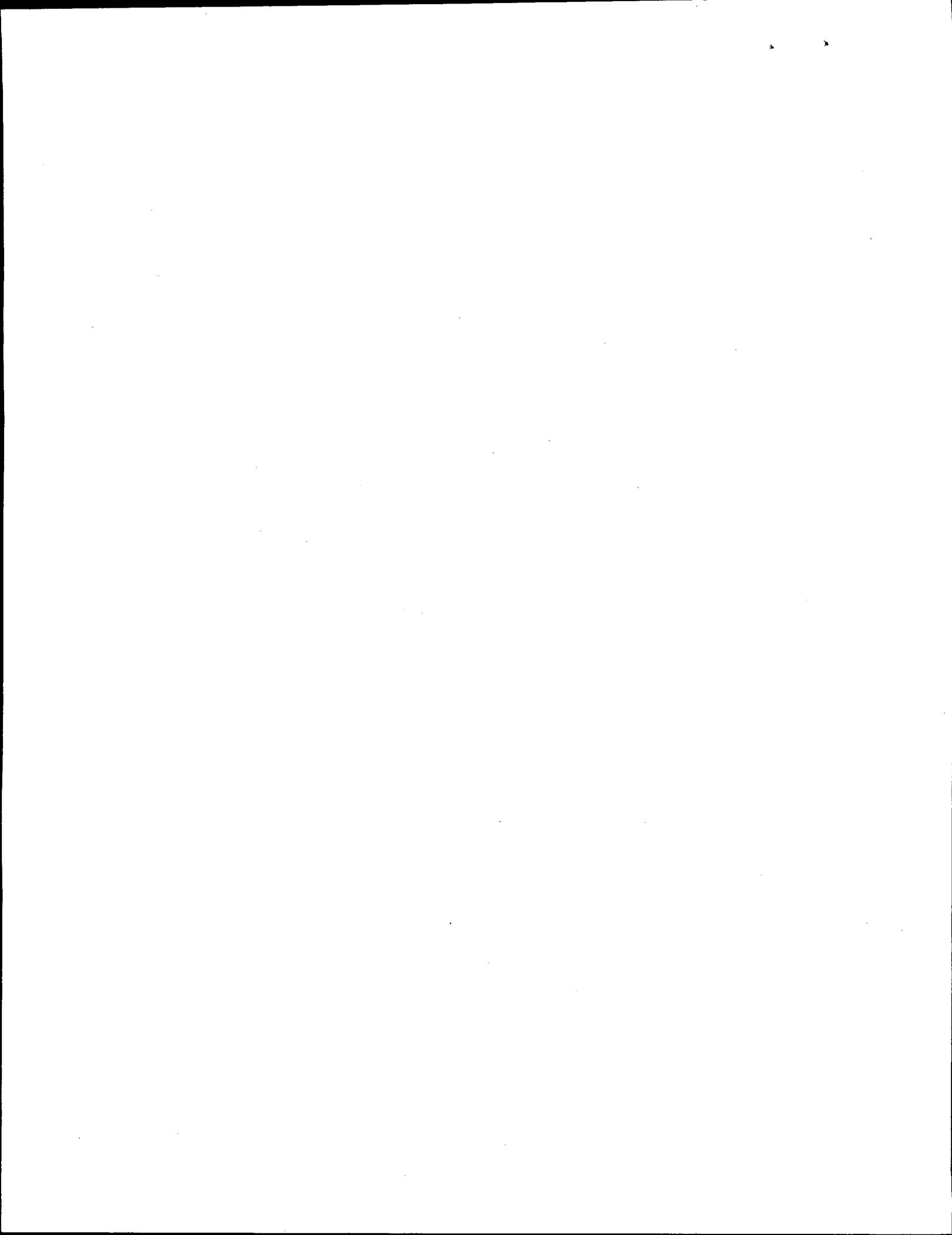
G. Lawsuits Against Us

1. No one can sue **us** to recover under this Policy unless all of the terms have been honored.
2. A person or organization may sue **us** under this Policy only after your liability has been decided by:
 - a. Trial, after which a final judgment has been entered; or
 - b. A written settlement agreement signed by **you**, **us** and the party making the claim.

H. Other Insurance

This insurance shall apply as excess insurance over any other valid and collectible insurance.

I. Concealment, Misrepresentation, or Fraud





Any and all relevant provisions are void in any case of fraud by **you** at any time, or if **you** at any time intentionally concealed or misrepresented a material fact concerning this Policy or any **claim**.

J. Policy Territory

We shall pay for claims for any items purchased and repaired or replaced in the United States of America, its territories and possessions, Puerto Rico, or Canada.

K. Insured's Duties in The Event of Claim

You shall notify **us** in the event of a possible claim. **You** shall send **us** all relevant information regarding the **Service Agreement Holder** and any items repaired or replaced.

L. Effect of Termination

1. In the event of termination of this Policy, **we** shall remain liable for all duties and obligations pertaining to unexpired **Service Agreements**, including but not limited to, the payment of **claims to you** for **Service Agreements** issued by **you** prior to the effective date of termination.
2. Termination shall not relieve **you** of any of **your** duties or obligations under this Policy or any unexpired **Service Agreements**.
3. All premiums shall be fully earned by **us** if termination is effected by **you**.

M. Monthly Declarations of Service Agreements

It is agreed that within twenty (20) days of the end of the month following the month of sale of **Service Agreements**, the insured shall remit to the insurance company, a schedule of all **Service Agreements** sold and a bordereaux of all losses. The schedule must contain the type of warranty sold, the product, date of sale, manufacturer and the name and address of the retail customer.

V. CANCELLATION/NON-RENEWAL

Cancellation/Non-Renewal

1. This policy may be canceled by **us** without cause upon forty-five (45) days written notice by mail, at the address shown in the Declarations. The mailing shall be sufficient proof of notice.
 - a. **We** shall have the right to cancel this Policy after fifteen (15) days written notice for non-payment of premium.
 - b. **We** shall have the right to cancel this policy after forty-five (45) days written notice for any material change in the exposure or risk after the effective date, unless **you** have notified **us** of the change, in writing, as soon as practicable, and paid any additional premium.
2. This Policy may be non-renewed by **us** after written notice by mail to **you**, at the address shown in the Declarations. The mailing shall be sufficient proof of notice.



Sompo Japan Insurance Company of America

We shall have the right to non-renew this Policy by giving at least Forty-five (45) days written notice prior to the annual anniversary date. The annual anniversary date shall be at each twelve (12) months period subsequent to the effective date of this Policy.

3. You have the right to cancel this Policy by mailing written notice to **us**.

IN WITNESS THEREOF, **we** have caused this Policy to be executed and attested, and if required by state law, this Policy shall not be valid unless countersigned by **our** authorized representative.

AUTHORIZED REPRESENTATIVE

Date Issued:

Endorsement No.

Insured:

Policy No.

Name of Company:

Effective Date

Producer:

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

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

CONTRACTUAL LIABILITY FOR EXTENDED PRODUCT WARRANTY

Our obligation under this policy to pay claims on your behalf applies only to claims in excess of any deductible amount stated in the Schedule below as applicable to such coverage. The deductible amount applies on a per claim basis.

SCHEDULE

Deductible: \$ _____ per claim

AUTHORIZED REPRESENTATIVE



ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies coverage provided under the following:

CONTRACTUAL LIABILITY COVERAGE FOR EXTENDED PRODUCT WARRANTY

SECTION V – CANCELLATION/NONRENEWAL is deleted and replaced by the following:

Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
b. We will refund the pro rata unearned premium if the policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurance interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a pre-paid policy that was written for a term of more than one year.
- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d. The cancellation will be effective even if we have not made or offered a refund.
- e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Nonrenewal

1. This Policy may be non-renewed by **us** after written notice by mail to **you**, at the address shown in the Declarations. The mailing shall be sufficient proof of notice.
2. **We** shall have the right to non-renew this Policy by giving at least Forty-five (45) days written notice prior to the annual anniversary date. The annual anniversary date shall be at each twelve (12) months period subsequent to the effective date of this Policy.

This endorsement forms a part of:

Policy Number:

Effective Date:

Insured:

