

SERFF Tracking Number: FRCS-125815688 State: Arkansas  
Filing Company: Virginia Surety Company, Inc. State Tracking Number: EFT \$50  
Company Tracking Number: 5083-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
Product Name: Hearing Instrument Filing  
Project Name/Number: VaSurety/63/63

## Filing at a Glance

Company: Virginia Surety Company, Inc.  
Product Name: Hearing Instrument Filing  
TOI: 09.0 Inland Marine  
Sub-TOI: 09.0006 Other Personal Inland Marine  
Filing Type: Form

SERFF Tr Num: FRCS-125815688 State: Arkansas  
SERFF Status: Closed State Tr Num: EFT \$50  
Co Tr Num: 5083-F State Status: Fees verified and received  
Co Status: None Reviewer(s): Becky Harrington, Betty Montesi, Brittany Yielding  
Disposition Date: 12/17/2008  
Authors: Exselsa Cartwright, Johnna Kemp  
Disposition Status: Approved  
Date Submitted: 10/13/2008

Effective Date Requested (New): 11/15/2008  
Effective Date Requested (Renewal): 11/15/2008

Effective Date (New):  
Effective Date (Renewal):

State Filing Description:  
Hearing aid

## General Information

Project Name: VaSurety/63  
Project Number: 63

Status of Filing in Domicile: Pending  
Domicile Status Comments: Submitted to the domicile state on or about this same date.  
Reference Number: N/A  
Advisory Org. Circular: N/A

Reference Organization: N/A  
Reference Title: N/A  
Filing Status Changed: 12/17/2008  
State Status Changed: 10/15/2008  
Corresponding Filing Tracking Number:  
Filing Description:

Deemer Date:

The above referenced forms are being submitted for your review and approval. These are new forms and are not intended to replace any forms previously approved by your Department.

We are filing two separate Hearing Instrument policies. The program entitled Protection Plus provides benefits for loss

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Project Name/Number: VaSurety/63/63

and accidental damage to a hearing instrument (hearing aid). The Platinum plan provides benefits for loss, accidental damage and mechanical failure of a hearing instrument (hearing aid).

The policies are individual, and will be made available through distribution at the consumer's audiologist's offices. The consumer will receive a brochure that includes the above applicable application. The Administrator's phone number is provided in the brochure, for the consumer to contact should there be any questions regarding coverage or the application process. To apply for the coverage, the application is completed and faxed or mailed to the Administrator. Full payment for this coverage is required at the time of application.

All variable information is bracketed. Variable items will never be more than the maximum or less than the minimum required by your Department. We may vary the format, (i.e., line spacing, form width, height, etc.) to meet system requirements. However, no items will be added or deleted, only the format may vary.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - FC01)

Johnna Kemp, Technician  
1020 Central, Suite 201  
Kansas City, MO 64105

johnna.kemp@firstconsulting.com  
(800) 927-2730 [Phone]  
(816) 391-2755[FAX]

### Filing Company Information

Virginia Surety Company, Inc.  
175 West Jackson Blvd.  
Chicago, IL 60604  
(800) 209-6206 ext. [Phone]

CoCode: 40827 State of Domicile: Illinois  
Group Code: 4254 Company Type:  
Group Name: The Warranty Group State ID Number:  
FEIN Number: 36-3186541

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No

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*TOI:* 09.0 Inland Marine      *Sub-TOI:* 09.0006 Other Personal Inland Marine  
*Product Name:* Hearing Instrument Filing  
*Project Name/Number:* VaSurety/63/63  
  
*Fee Explanation:* The fee in your state is \$50.00 per form filing therefore the fee for this filing will be \$50.00.  
*Per Company:* No

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TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
Product Name: Hearing Instrument Filing  
Project Name/Number: VaSurety/63/63

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Virginia Surety Company, Inc.	\$50.00	10/13/2008	23152935

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 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
 Product Name: Hearing Instrument Filing  
 Project Name/Number: VaSurety/63/63

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	12/17/2008	12/17/2008

### 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	11/24/2008	11/24/2008	Michael Cochran	12/16/2008	12/16/2008
Pending Industry Response	Becky Harrington	10/15/2008	10/15/2008	Angie Chapman	11/20/2008	11/20/2008

*SERFF Tracking Number:*      *FRCS-125815688*                      *State:*                      *Arkansas*  
*Filing Company:*              *Virginia Surety Company, Inc.*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *5083-F*  
*TOI:*                      *09.0 Inland Marine*                      *Sub-TOI:*                      *09.0006 Other Personal Inland Marine*  
*Product Name:*              *Hearing Instrument Filing*  
*Project Name/Number:*      *VaSurety/63/63*

## **Disposition**

Disposition Date: 12/17/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-125815688 State: Arkansas  
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 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
 Product Name: Hearing Instrument Filing  
 Project Name/Number: VaSurety/63/63

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Authorization	Approved	Yes
<b>Form (revised)</b>	Application	Approved	Yes
<b>Form</b>	Application		Yes
<b>Form (revised)</b>	Hearing Instrument – Declaration Page	Approved	Yes
<b>Form</b>	Hearing Instrument – Declaration Page		Yes
<b>Form (revised)</b>	Hearing Instrument – Platinum Protection	Approved	Yes
<b>Form</b>	Hearing Instrument – Platinum Protection		Yes
<b>Form (revised)</b>	Hearing Instrument – Protection Plus	Approved	Yes
<b>Form</b>	Hearing Instrument – Protection Plus		Yes
<b>Form (revised)</b>	Amendatory Endorsement	Approved	Yes
<b>Form</b>	Amendatory Endorsement		Yes

SERFF Tracking Number: FRCS-125815688 State: Arkansas  
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TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
Product Name: Hearing Instrument Filing  
Project Name/Number: VaSurety/63/63

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 11/24/2008  
Submitted Date 11/24/2008

Respond By Date  
Dear Johnna Kemp,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Amendatory Endorsement (Form)

Comment: The method of refunding premium due to cancellation refers to whether it will be by pro-rata or short-rate. Please amend the form to state the specific type.

Please feel free to contact me if you have questions.

Sincerely,  
Becky Harrington

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/16/2008  
Submitted Date 12/16/2008

Dear Becky Harrington,

### Comments:

### Response 1

Comments: In response to your objection dated 11/24/08, the Company has revised the endorsement as requested.

We trust this will allow you to proceed with this filing.

### Related Objection 1

Applies To:  
- Amendatory Endorsement (Form)  
Comment:

SERFF Tracking Number: FRCS-125815688 State: Arkansas  
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 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
 Product Name: Hearing Instrument Filing  
 Project Name/Number: VaSurety/63/63

The method of refunding premium due to cancellation refers to whether it will be by pro-rata or short-rate. Please amend the form to state the specific type.

**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	HI-AR-END (8.08)	8.08	Endorsement/Amendment/Conditions	New			HI-AR-END (8.08).pdf
<b>Previous Version</b>							
Amendatory Endorsement	HI-AR-END (8.08)	8.08	Endorsement/Amendment/Conditions	New			HI-AR-END _8.08_.pdf

No Rate/Rule Schedule items changed.

Sincerely,  
 Exselsa Cartwright, Johnna Kemp

SERFF Tracking Number: FRCS-125815688 State: Arkansas  
Filing Company: Virginia Surety Company, Inc. State Tracking Number: EFT \$50  
Company Tracking Number: 5083-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
Product Name: Hearing Instrument Filing  
Project Name/Number: VaSurety/63/63

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/15/2008

Submitted Date 10/15/2008

Respond By Date

Dear Johnna Kemp,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Application (Form)

Comment: The administrator information on the application may not be variable. The form must be submitted with accurate information.

### Objection 2

- Hearing Instrument – Declaration Page (Form)

Comment: Provide claim reporting information specific to Arkansas.

### Objection 3

- Hearing Instrument – Platinum Protection (Form)

- Hearing Instrument – Protection Plus (Form)

Comment: Administrator information may not be variable. Provide the specific administrator for the program in AR.

### Objection 4

- Hearing Instrument – Platinum Protection (Form)

- Hearing Instrument – Protection Plus (Form)

Comment: Pursuant to Arkansas Code Annotated 23-79-112(h), every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer.

### Objection 5

- Hearing Instrument – Platinum Protection (Form)

- Hearing Instrument – Protection Plus (Form)

Comment: The reasons for cancellation must comply with Arkansas Code Annotated §23-66-206(9)(A).

### Objection 6

- Hearing Instrument – Platinum Protection (Form)

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Product Name: Hearing Instrument Filing  
Project Name/Number: VaSurety/63/63

- Hearing Instrument – Protection Plus (Form)

Comment: The arbitration 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.

#### Objection 7

- Hearing Instrument – Platinum Protection (Form)

- Hearing Instrument – Protection Plus (Form)

Comment: 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."

#### Objection 8

- Hearing Instrument – Platinum Protection (Form)

- Hearing Instrument – Protection Plus (Form)

Comment: The subrogation clause must be amended to comply with Arkansas Supreme Court decision, Franklin v. Healthsource of Arkansas, 942 S.W. 2nd 837 (Ark. 1997). It must specifically state that the insurer would be entitled to recovery only after the insured has been fully compensated for the loss sustained.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/20/2008
Submitted Date	11/20/2008

Dear Becky Harrington,

### Comments:

#### Response 1

Comments: In response to your objection dated 11/13/08, the Company offers the following for your consideration:

1. The administrator is ESCO; their address is 3215 Frenbrook Lane, Plymouth, MN 55447; and their phone number is 1-800-894-6056.
2. The administrator is ESCO; their address is 3215 Frenbrook Lane, Plymouth, MN 55447; and their phone number is

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Company Tracking Number: 5083-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
Product Name: Hearing Instrument Filing  
Project Name/Number: VaSurety/63/63  
1-800-894-6056.

3. The administrator is ESCO; their address is 3215 Frenbrook Lane, Plymouth, MN 55447; and their phone number is 1-800-894-6056.

With regard to items 1 – 3, the Company gives their assurance that they will not add or change the administrator until they have given your Department prior notification of the new administrator(s) so you can verify their licensure.

4. Cancellation has been updated to include the method of computing the premium refund with the attached endorsement – HI-AR-END (8.08).

5. Cancellation has been updated with the attached endorsement – HI-AR-END (8.08).

6. Arbitration has been removed with the attached endorsement – HI-AR-END (8.08).

7. Legal Action has been updated with the attached endorsement – HI-AR-END (8.08).

8. Subrogation has been updated with the attached endorsement – HI-AR-END (8.08).

We trust this will allow you to proceed with this filing. Should you require any further information or have questions, please call toll free 1-800-927-2730. Thank you for your careful attention to this matter.

#### **Related Objection 1**

Applies To:

- Hearing Instrument – Declaration Page (Form)

Comment:

Provide claim reporting information specific to Arkansas.

#### **Related Objection 2**

Applies To:

- Application (Form)

Comment:

The administrator information on the application may not be variable. The form must be submitted with accurate information.

#### **Related Objection 3**

Applies To:

SERFF Tracking Number: FRCS-125815688 State: Arkansas  
Filing Company: Virginia Surety Company, Inc. State Tracking Number: EFT \$50  
Company Tracking Number: 5083-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
Product Name: Hearing Instrument Filing  
Project Name/Number: VaSurety/63/63

- Hearing Instrument – Platinum Protection (Form)
- Hearing Instrument – Protection Plus (Form)

**Comment:**

Administrator information may not be variable. Provide the specific administrator for the program in AR.

**Related Objection 4**

Applies To:

- Hearing Instrument – Platinum Protection (Form)
- Hearing Instrument – Protection Plus (Form)

**Comment:**

Pursuant to Arkansas Code Annotated 23-79-112(h), every property and casualty policy shall contain a provision stating the method to be utilized in computing premium refunds in the event of cancellation of the policy by the insured or the insurer.

**Related Objection 5**

Applies To:

- Hearing Instrument – Platinum Protection (Form)
- Hearing Instrument – Protection Plus (Form)

**Comment:**

The reasons for cancellation must comply with Arkansas Code Annotated §23-66-206(9)(A).

**Related Objection 6**

Applies To:

- Hearing Instrument – Platinum Protection (Form)
- Hearing Instrument – Protection Plus (Form)

**Comment:**

The arbitration 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.

**Related Objection 7**

Applies To:

- Hearing Instrument – Platinum Protection (Form)
- Hearing Instrument – Protection Plus (Form)

**Comment:**

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."

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 Product Name: Hearing Instrument Filing  
 Project Name/Number: VaSurety/63/63

**Related Objection 8**

Applies To:

- Hearing Instrument – Platinum Protection (Form)
- Hearing Instrument – Protection Plus (Form)

Comment:

The subrogation clause must be amended to comply with Arkansas Supreme Court decision, Franklin v. Healthsource of Arkansas, 942 S.W. 2nd 837 (Ark. 1997). It must specifically state that the insurer would be entitled to recovery only after the insured has been fully compensated for the loss sustained.

**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
Application	HI-APP (8.08)	8.08	Application/Binder/Enrollment	New		53	HI-APP_8.08_ - w admin.pdf
<b>Previous Version</b>							
Application	HI-APP	8.08	Application/Binder/Enrollment	New		53	HI-APP (8.08)_dist .pdf
Hearing Instrument – Declaration Page	HI-DEC (8.08)	8.08	Declarations/Schedule	New		0	HI-DEC_8.08_ - w admin.pdf
<b>Previous Version</b>							
Hearing Instrument – Declaration Page	HI-DEC	8.08	Declarations/Schedule	New		0	HI-DEC (8.08)_dist .pdf
Hearing Instrument – Platinum Protection	HI-PLAT-IND (8.08)	8.08	Policy/Coverage Form	New		45	HI-PLAT-IND (8.08) - w admin.pdf

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 Filing Company: Virginia Surety Company, Inc. State Tracking Number: EFT \$50  
 Company Tracking Number: 5083-F  
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 Product Name: Hearing Instrument Filing  
 Project Name/Number: VaSurety/63/63

**Previous Version**

Hearing Instrument – HI-PLAT- 8.08 Policy/Coverage Form New 45 HI-PLAT-  
 Platinum Protection IND (8.08)\_dist  
 .pdf

Hearing Instrument – HI-PLUS- 8.08 Policy/Coverage Form New 46 HI-PLUS-  
 Protection Plus IND (8.08) \_8.08\_ - w  
 admin.pdf

**Previous Version**

Hearing Instrument – HI-PLUS- 8.08 Policy/Coverage Form New 46 HI-PLUS-  
 Protection Plus IND (8.08)\_dist  
 .pdf

Amendatory HI-AR- 8.08 Endorsement/AmendmentNew HI-AR-  
 Endorsement END /Conditions END  
 (8.08) \_8.08\_.pdf

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*State:* Arkansas

*Filing Company:* Virginia Surety Company, Inc.

*State Tracking Number:* EFT \$50

*Company Tracking Number:* 5083-F

*TOI:* 09.0 Inland Marine

*Sub-TOI:* 09.0006 Other Personal Inland Marine

*Product Name:* Hearing Instrument Filing

*Project Name/Number:* VaSurety/63/63

No Rate/Rule Schedule items changed.

Sincerely,

Exselsa Cartwright, Johnna Kemp

SERFF Tracking Number: FRCS-125815688 State: Arkansas  
 Filing Company: Virginia Surety Company, Inc. State Tracking Number: EFT \$50  
 Company Tracking Number: 5083-F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0006 Other Personal Inland Marine  
 Product Name: Hearing Instrument Filing  
 Project Name/Number: VaSurety/63/63

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Application	HI-APP (8.08)	8.08	Application/ New Binder/Enrollment		53.20	HI-APP _8.08_ - w admin.pdf
Approved	Hearing Instrument – Declaration Page	HI-DEC (8.08)	8.08	Declaration News/Schedule		0.00	HI-DEC _8.08_ - w admin.pdf
Approved	Hearing Instrument – Platinum Protection	HI-PLAT- IND (8.08)	8.08	Policy/Coverage New Form		45.30	HI-PLAT- IND (8.08) - w admin.pdf
Approved	Hearing Instrument – Protection Plus	HI-PLUS- IND (8.08)	8.08	Policy/Coverage New Form		46.50	HI-PLUS- IND _8.08_ - w admin.pdf
Approved	Amendatory Endorsement	HI-AR- END (8.08)	8.08	Endorsement New/Amendment/Conditions			HI-AR-END (8.08).pdf

**Virginia Surety Company, Inc.**  
175 West Jackson Blvd., Chicago, IL 60604

**Application for Hearing Instrument Coverage**

1. Policy Holder Information

The information below is to be completed by the hearing instrument wearer or the guardian of the wearer.

Wearer Name \_\_\_\_\_

Guardian Name (If applicable) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Wearer Date of Birth \_\_\_\_\_

2. Annual Cost & Payment

I want the  Protection Plus]  Platinum Plan]

Annual Premium \_\_\_\_\_ \$ \_\_\_\_\_

*Please note: prices listed at left are per instrument.*

**I wish to pay by:**

Check, made payable to [insert name]

Credit cards accepted:

Visa, MasterCard, American Express and Discover

Name on Card: \_\_\_\_\_

Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

3. Wearer or Guardian's Signature

I elect coverage on the instruments listed below.

Wearer or Guardian's Signature (**MANDATORY**) \_\_\_\_\_

These people are authorized to discuss my coverage: \_\_\_\_\_

**The information below is to be completed by your Practitioner**

Style (Check the appropriate box.)

- BTE
- ITE
- ITC (Includes Half-Shell)
- CIC (Includes Mini-Canal)
- OTE/Open fit
- Other \_\_\_\_\_

Specifics	Right Ear	Left Ear
Manufacturer		
Model		
Serial #		
Purchase / Replacement Date		
Purchase Price		
Expiration Date of Manufacturer Warranty	<input type="checkbox"/> Loss <input type="checkbox"/> Repair <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Loss <input type="checkbox"/> Repair <input type="checkbox"/> Not Applicable
Remote / Transmitter Serial #		

Does your patient wear another instrument?    Yes    No

Serial Number: \_\_\_\_\_

Model: \_\_\_\_\_

Warranty Expiration Date: \_\_\_\_\_

**Practitioner Information**

Office Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

[insert name] Center Number: \_\_\_\_\_

*(Please call [insert name] [insert phone number] to obtain center number)*

**Signature**

I have examined the listed hearing instruments and certify they are in good working condition on the date shown below.

\_\_\_\_\_  
Practitioner Signature Date

*(Inspection valid for 30 Days)*

Mail this completed application and payment to: [ESCO, 3215 Frenbrook Lane, Plymouth, MN 55447] or Fax this form with your credit card information to [ESCO] at [763-559-4247].

**Virginia Surety Company, Inc.**  
175 West Jackson Blvd., Chicago, IL 60604

**Hearing Instrument  
Declaration Page**

Policy Number:  
[000-00-0000]

Policyholder:  
[Insert Policyholder Name]  
[Insert Policyholder's Address]

**PLEASE KEEP THIS POLICY IN A SAFE PLACE**

TO REPORT A CLAIM UNDER THIS POLICY CALL [(800) 894-6056]

**Coverage:** [Protection Plus] [Platinum Protection]

**Policy Term:**

- **Policy Effective Date:** [XX/XX/XXXX]
- **Policy Expiration Date:**[XX/XX/XXXX]

**Hearing Instrument(s) Covered:**

Manufacturer	Model	Serial Number	Purchase Date
[insert manufacturer]	[insert model]	[insert serial number]	[XX/XX/XXXX]
[insert manufacturer]	[insert model]	[insert serial number]	[XX/XX/XXXX]
[insert manufacturer]	[insert model]	[insert serial number]	[XX/XX/XXXX]
[insert manufacturer]	[insert model]	[insert serial number]	[XX/XX/XXXX]

**Coverage Premium:** [\$XX.XX]

\_\_\_\_\_  
[Joe Smith]  
Authorized Representative

\_\_\_\_\_  
[John Smith]  
Secretary

\_\_\_\_\_  
[Jane Smith]  
President

**Hearing Instrument - Platinum Protection  
Insurance Policy**

**A. DEFINITIONS**

Throughout this document, “You” and “Your” refer to the policyholder named on the Declaration Page. “We”, “Us”, and “Our” refer to Virginia Surety Company, Inc. In addition, when in bold certain words and phrases are defined as follows:

**Accidental Damage** means an unintentional or single event causing damage to the **Hearing Instrument** where it no longer performs its normal operation(s) as defined by the manufacturer.

**Administrator** means [ESCO]. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by [phone at [1-800-894-6056]] [or] [mail at [3215 Frenbrook Lane, Plymouth, MN 55447]] [or] [website at [www.earserv.com]].

**Breakdown** means a mechanical failure or electrical failure causing the **Hearing Instrument** to no longer perform its normal operation(s) as defined by the manufacturer. **Breakdown** includes those mechanical and electrical failures resulting from normal wear and tear, such as corroded or malfunctioning components due to ear wax or moisture buildup.

**Hearing Instrument** means a digital, analog, linear, programmable or non-programmable hearing device, hearing aid, speech processing hearing instrument(s) as specified on the Declaration Page.

**Loss** means a **Accidental Damage, Breakdown, or Lost**.

**Lost** means the involuntary loss of possession of Your **Hearing Instrument(s)** by accident or forgetfulness and when its whereabouts are not known, cannot be recovered, and it is not likely that Your **Hearing Instrument** will be recovered or found.

**Policy** means this document. It describes the terms, conditions, and exclusions that apply to each benefit. The **Policy** is the entire agreement between You and Us. Representations or promises made by anyone that are not contained in this document are not a part of Your benefits. This **Policy** also includes any endorsements, riders, and amendments that are subsequently issued or attached.

**Policy Term** means the term of coverage indicated on the Declaration Page. This **Policy** will end on the **Policy** Expiration Date indicated on the Declaration Page.

**B. INSURING AGREEMENT**

This Policy is issued on the basis of Your application, and in return for Your payment of the required premium. Accordingly, We will provide coverage, as described herein, for Your **Hearing Instrument(s)** due to a **Loss** during the **Policy Term**.

We will not pay, the authorized facility, more than the required cost to repair or replace Your **Hearing Instrument(s)** for a covered **Loss**.

If repairs or replacements are made that the **Administrator** has not authorized, We will not pay the authorized facility for the repair or replacement.

### C. COVERAGE DESCRIPTION

Through the **Administrator**, We will repair or, at Our discretion, replace the **Hearing Instrument(s)**, due to a **Loss**, that occurs during the **Policy Term**. Parts will be replaced with those of like kind and quality (We cannot guarantee to match exact color, material, brand, size, or model), and may be new or remanufactured. If there is a **Loss**, Your **Hearing Instrument(s)** will not be upgraded.

If a replacement is needed, Your **Hearing Instrument** will be replaced with a hearing instrument of like kind and quality, as determined by the **Administrator**. Replacement occurs when:

- Your **Hearing Instrument** cannot be repaired;
- The cost of repair exceeds the cost to replace Your **Hearing Instrument**; or
- Parts (as well as remanufactured parts) are no longer available.

In the event that a covered **Hearing Instrument(s)** shown on the Declaration Page is replaced, the coverage for that **Hearing Instrument(s)** will automatically terminate. No coverage is provided on the replacement. All premium under that portion of the **Policy** is considered earned on the replacement and no refund of the unearned premium is due.

If a **Loss** to a **Hearing Instrument(s)** is not covered under this **Policy**, it will be Your responsibility to pay the cost for the diagnostic teardown as well as any other costs.

### D. EXCLUSIONS

We do not cover **Loss** directly or indirectly caused by, or resulting from, contributed to, or made worse by any of the following. Additionally, the causes of **Loss**, whether or not dominate, are not insured under this **Policy** even if a covered cause of **Loss** contributes concurrently or in sequence to the **Loss** or damage of Your **Hearing Instrument**.

1. 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.
2. 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.
3. Illegal acts by You, meaning acts of contraband, illegal transportation, or trade.
4. Latent defect, error or omission in the design, specification, or a faulty material/ construction/assembly; that does not result in a covered **Breakdown**.
5. Malfunctions caused by changes to the ear, or changes in the ear canal that may result in, but not limited to remaking or re-casing due to a poor or improper fit.
6. Delay, loss of use, or wages or any other indirect or consequential loss or damage.
7. Deliberate, negligent or intentional acts.
8. Fraudulent, dishonest, or criminal acts committed alone or in collusion with others by You.
9. Any medical charges, including but not limited to, those incurred in connection with the implanting or explanting of **Hearing Instrument(s)**.
10. Personal or bodily injury or sickness due to the use of the **Hearing Instrument(s)**.
11. 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.
12. **Loss** during the manufacturer warranty.
13. **Loss** while in the care, custody, or control of a third party including, but not limited to, the **Hearing Instrument(s)** while in transit to or from the third party.
14. Any reduced performance or efficiency of the **Hearing Instrument(s)** that does not result in a **Loss**.

### E. YOUR RESPONSIBILITIES

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**.

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 the **Administrator**, but no later than ninety (90) days from the date of loss.
4. File with the **Administrator** a detailed proof of loss (on the claim form provided to You by the **Administrator**) within sixty (60) days from the date You report the loss, including the following:
  - a) A signed and completed claim form.
  - b) If the loss was caused by or resulting from theft or vandalism, a copy of the police report filed with the appropriate law enforcement officials (or if the report is not reasonably available, the report number).
  - c) Any other documentation that may be reasonably requested by the **Administrator** to validate a claim.
5. Repairs or replacements must be made through an authorized facility (contact the **Administrator** for an authorized facility). If repairs or replacements are made that the Administrator has not authorized, We will not pay for the authorized facility for the repair or replacement.

#### F. CANCELLATION & NON-RENEWAL

Coverage can be:

- a. Cancelled by You at any time by sending written notification to the **Administrator**. If You cancel Your coverage, We will refund any unearned premium.
- b. Cancelled by Us or Our designated representative for the following reasons:
  - i. Non payment of premium;
  - ii. Misrepresentation and Fraud (see below);
  - iii. The Department of Insurance determines that the **Policy** would result in a violation of their law.

If We cancel coverage, We will send You written notification at least thirty (30) days in advance of cancellation for non-payment of premium and at least sixty (60) days in advance of cancellation for any other reason.
- c. Non-renewed by Us. We will send You written notification at least sixty (60) days in advance of the expiration of coverage.

#### G. GENERAL PROVISIONS

**Claims:** Benefits under the **Policy** for any **Loss** will be paid, to the authorized facility, upon receipt of due proof of loss and all required information necessary to support the claim.

**Dispute Resolution – Arbitration:** The **Policy** requires binding arbitration if there is an unresolved dispute between You and VSC concerning the **Policy** (including the cost of, lack of or actual repair or replacement). Under this Arbitration provision, You give up Your right to resolve any dispute arising from the **Policy** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under the **Policy**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to the **Policy** and all transactions contemplated by the **Policy**, including, without limitation, the validity, interpretation, construction, performance and enforcement of the **Policy**.

**Legal Actions:** No action at law or in equity shall be brought to recover under the **Policy** prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of this coverage.

**Misrepresentation and Fraud:** Coverage for You may be cancelled if, whether before or after a **Loss**, You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You there in. Coverage may also be cancelled if You commit fraud or false swearing in connection with any of the above.

**Other Insurance:** Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

**Subrogation:** If payment, to the authorized facility, is made under the **Policy**, We are entitled to recover such amounts from other parties or persons. You must transfer to Us Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.

**Hearing Instrument - Protection Plus  
Insurance Policy**

**A. DEFINITIONS**

Throughout this document, “You” and “Your” refer to the policyholder named on the Declaration Page. “We”, “Us”, and “Our” refer to Virginia Surety Company, Inc. In addition, when in bold certain words and phrases are defined as follows:

**Accidental Damage** means an unintentional single event causing damage to the **Hearing Instrument** where it no longer performs its normal operation(s) as defined by the manufacturer.

**Administrator** means [ESCO]. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by [phone at [1-800-894-6056]] [or] [mail at [3215 Frenbrook Lane, Plymouth, MN 55447]] [or] [website at [www.earserv.com]].

**Hearing Instrument** means a digital, analog, linear, programmable or non-programmable hearing device, hearing aid, speech processing hearing instrument(s) as specified on the Declaration Page.

**Loss** means **Accidental Damage** or **Lost**.

**Lost** means the involuntary loss of possession of Your **Hearing Instrument(s)** by accident or forgetfulness and when its whereabouts are not known, cannot be recovered, and it is not likely that Your **Hearing Instrument** will be recovered or found.

**Policy** means this document. It describes the terms, conditions, and exclusions that apply to each benefit. The **Policy** is the entire agreement between You and Us. Representations or promises made by anyone that are not contained in this document are not a part of Your benefits. This **Policy** also includes any endorsements, riders, and amendments that are subsequently issued or attached.

**Policy Term** means the term of coverage indicated on the Declaration Page. This **Policy** will end on the **Policy** Expiration Date indicated on the Declaration Page.

**B. INSURING AGREEMENT**

This Policy is issued on the basis of Your application, and in return for Your payment of the required premium. Accordingly, We will provide coverage, as described herein, for Your **Hearing Instrument(s)** due to a **Loss** during the **Policy Term**.

We will not pay, the authorized facility, more than the required cost to repair or replace Your **Hearing Instrument(s)** for a covered **Loss**.

If repairs or replacements are made that the **Administrator** has not authorized, We will not pay the authorized facility for the repair or replacement.

**C. COVERAGE DESCRIPTION**

Through the **Administrator**, We will repair or, at Our discretion, replace the **Hearing Instrument(s)**, due to a **Loss**, that occurs during the **Policy Term**. Parts will be replaced with those of like kind and quality (We cannot guarantee to match exact color, material, brand, size, or model), and may be new or remanufactured. If there is a **Loss**, Your **Hearing Instrument(s)** will not be upgraded.

If a replacement is needed, Your **Hearing Instrument** will be replaced with a hearing instrument of like kind and quality, as determined by the **Administrator**. Replacement occurs when:

- Your **Hearing Instrument** cannot be repaired;
- The cost of repair exceeds the cost to replace Your **Hearing Instrument**; or
- Parts (as well as remanufactured parts) are no longer available.

In the event that a covered **Hearing Instrument(s)** shown on the Declaration Page is replaced, the coverage for that **Hearing Instrument(s)** will automatically terminate. No coverage is provided on the replacement. All premium under that portion of the **Policy** is considered earned on the replacement and no refund of the unearned premium is due.

If a **Loss** to a **Hearing Instrument(s)** is not covered under this **Policy**, it will be Your responsibility to pay the cost for the diagnostic teardown as well as any other costs.

#### **D. EXCLUSIONS**

We do not cover **Loss** directly or indirectly caused by, or resulting from, contributed to, or made worse by any of the following. Additionally, the causes of **Loss**, whether or not dominate, are not insured under this **Policy** even if a covered cause of **Loss** contributes concurrently or in sequence to the **Loss** or damage of Your **Hearing Instrument**.

1. 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.
2. 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.
3. Illegal acts by You, meaning acts of contraband, illegal transportation, or trade.
4. Any breakdown of a **Hearing Instrument** due to mechanical or electrical failure of the **Hearing Instrument** to perform its normal operation(s) as defined by the manufacturer.
5. Wear and tear or gradual deterioration of the of **Hearing Instrument(s)**, such as corroded or malfunctioning components due to ear wax or moisture buildup.
6. Latent defect, error or omission in the design, specification, or a faulty material/ construction/assembly.
7. Malfunctions caused by changes to the ear, or changes in the ear canal that may result in, but not limited to remaking or re-casing due to a poor or improper fit.
8. Delay, loss of use, or any other indirect or consequential loss or damage.
9. Deliberate, negligent or intentional acts committed.
10. Fraudulent, dishonest, or criminal acts committed alone or in collusion with others by You.
11. Any medical charges, including but not limited to, those incurred in connection with the implanting or explanting of **Hearing Instrument(s)**.
12. Personal or bodily injury or sickness due to the use of the **Hearing Instrument(s)**.
13. 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.
14. **Loss** during the manufacturer's warranty.
15. **Loss** while in the care, custody, or control of a third party including, but not limited to, the **Hearing Instrument(s)** while in transit to or from the third party.
16. Any reduced performance or efficiency of the **Hearing Instrument(s)** that does not result in a **Loss**.

#### **E. YOUR RESPONSIBILITIES**

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**.
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 the **Administrator**, but no later than ninety (90) days from the date of loss.

4. File with the **Administrator** a detailed proof of loss (on the claim form provided to You by the **Administrator**) within sixty (60) days from the date You report the loss, including the following:
  - a) A signed and completed claim form.
  - b) If the loss was caused by or resulting from theft or vandalism, a copy of the police report filed with the appropriate law enforcement officials (or if the report is not reasonably available, the report number).
  - c) Any other documentation that may be reasonably requested by the **Administrator** to validate a claim.
5. Repairs or replacements must be made through an authorized facility (contact the **Administrator** for an authorized facility). If repairs or replacements are made that the Administrator has not authorized, We will not pay the authorized facility for the repair or replacement.

## **F. CANCELLATION & NON-RENEWAL**

Coverage can be:

- a. Cancelled by You at any time by sending written notification to the **Administrator**. If You cancel Your coverage, We will refund any unearned premium.
- b. Cancelled by Us or Our designated representative for the following reasons:
  - i. Non payment of premium;
  - ii. Misrepresentation and Fraud (see below);
  - iii. The Department of Insurance determines that the **Policy** would result in a violation of their law.If We cancel coverage, We will send You written notification at least thirty (30) days in advance of cancellation for non-payment of premium and at least sixty (60) days in advance of cancellation for any other reason.
- c. Non-renewed by Us. We will send You written notification at least sixty (60) days in advance of the expiration of coverage.

## **G. GENERAL PROVISIONS**

**Claims:** Benefits under the **Policy** for any **Loss** will be paid, to the authorized facility, upon receipt of due proof of loss and all required information necessary to support the claim.

**Dispute Resolution – Arbitration:** The **Policy** requires binding arbitration if there is an unresolved dispute between You and VSC concerning the **Policy** (including the cost of, lack of or actual repair or replacement). Under this Arbitration provision, You give up Your right to resolve any dispute arising from the **Policy** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under the **Policy**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to the **Policy** and all transactions contemplated by the **Policy**, including, without limitation, the validity, interpretation, construction, performance and enforcement of the **Policy**.

**Legal Actions:** No action at law or in equity shall be brought to recover under the **Policy** prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of this coverage.

**Misrepresentation and Fraud:** Coverage for You may be cancelled if, whether before or after a **Loss**, You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the

interest of You therein. Coverage may also be cancelled if You commit fraud or false swearing in connection with any of the above.

**Other Insurance:** Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

**Subrogation:** If payment, to the authorized facility, is made under the **Policy**, We are entitled to recover such amounts from other parties or persons. You must transfer to Us Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.

**ARKANSAS AMENDATORY ENDORSEMENT**

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

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Policy Number: [Insert Policy Number]

Effective Date of this Endorsement: [Insert Endorsement Effective Date]

---

It is agreed that the following revisions are made to the above captioned policy:

**SECTION F – CANCELLATION AND NON-RENEWAL, is replaced with the following:**

Coverage can be:

- a. Cancelled by You at any time by sending written notification to the **Administrator**. If You cancel Your coverage, We will refund any unearned premium on a pro rata basis.
- b. Cancelled by Us or Our designated representative for the following reasons:
  - i. Non payment of premium at any time by sending You written notification by certified mail, at Your last known address, at least ten (10) days before the effective date of cancellations.
  - ii. Within sixty (60) days of the effective date of this **Policy**, unless the **Policy** was renewed by Us, for any reason. If we cancel this Policy, We will send You written notification by certified mail, at Your last known address, at least twenty (20) days before the effective date of cancellations. The notice of cancellation will include the reason and effective date of cancellation.
  - iii. After this **Policy** has been in effect for more than sixty (60) days or at any time if this is a renewal **Policy**, for the following reasons:
    1. 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;
    2. Upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued; or
    3. In the event of a material violation of a material provision of this policy.

If we cancel this Policy, We will send You written notification by certified mail, at Your last known address, at least twenty (20) days before the effective date of cancellations. The notice of cancellation will include the reason and effective date of cancellation.

If We cancel this **Policy**, we will refund any unearned premium on a pro rata basis.

- c. Non-renewed by Us. We will send You written notification by certified mail, at Your last known address, at least sixty (60) days in advance of the expiration of coverage.

**SECTION G – GENERAL PROVISIONS “Dispute Resolution – Arbitration” is deleted in its entirety.**

**SECTION G – GENERAL PROVISIONS, “Legal Action” is replaced with the following:**

**Legal Actions:** No action at law or in equity shall be brought to recover under the **Policy** prior to the expiration of five (5) years after proof of loss has been furnished in accordance with the requirements of this coverage.

**SECTION G – GENERAL PROVISIONS, “Subrogation” is replaced with the following:**

**Subrogation:** When You have been fully compensated for Your **Loss** and there has been payment by Us under this **Policy** for that **Loss**, then We are entitled to recover those amounts that have exceeded the amount of Your **Loss**. In order to accomplish this, You agree that You will transfer Your rights to recovery against any other party or person for the amount of the excess over the amount of Your **Loss**. With respect to the excess amount, You agree to everything necessary for Us to secure these rights and to do nothing that would jeopardize these rights to recovery from any other party or person.

All other provisions remain unchanged.

**VIRGINIA SURETY COMPANY, INC.**

[John Smith]  
President

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SERFF Tracking Number: FRCS-125815688

State: Arkansas

Filing Company: Virginia Surety Company, Inc.

State Tracking Number: EFT \$50

Company Tracking Number: 5083-F

TOI: 09.0 Inland Marine

Sub-TOI: 09.0006 Other Personal Inland Marine

Product Name: Hearing Instrument Filing

Project Name/Number: VaSurety/63/63

## Supporting Document Schedules

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

**Review Status:**

Approved

12/17/2008

**Comments:**

**Attachment:**

AR Transmittal-F.pdf

**Satisfied -Name:** Authorization

**Review Status:**

Approved

12/17/2008

**Comments:**

**Attachment:**

Authorization VA Surety-\_dist.pdf

### Property & Casualty Transmittal Document

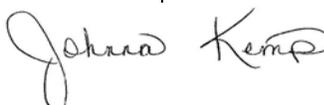
<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
---	---

<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:    _____    Renewal:    _____
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

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit 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 form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5.</b>	<b>Overall Rate Information (Complete for Multiple Company Filings only)</b>
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	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	

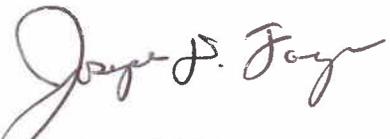
To: The Honorable Commissioner or Director of Insurance

Date: October 10, 2008

Re: Authorization to Represent Virginia Surety Company, Inc.

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent Virginia Surety Company Inc. before your Insurance Department solely with respect to matters concerning the filing for approval of Virginia Surety's Hearing Instrument – Protection Plus and Platinum Protection Insurance Policies and, if required, associated premium rates. This Authorization is to remain in effect until revoked in writing by Virginia Surety Company, Inc.

Please direct any correspondence in relation to this filing to First Consulting & Administration, Inc. 1020 Central, Suite 201, Kansas City, Missouri 64105-1670, 1-800-927-2730 or by e-mail at [inquiry@firstconsulting.com](mailto:inquiry@firstconsulting.com).

  
By: Joseph D. Fagan  
Vice President & Senior Counsel

<i>SERFF Tracking Number:</i>	<i>FRCS-125815688</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Virginia Surety Company, Inc.</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>5083-F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0006 Other Personal Inland Marine</i>
<i>Product Name:</i>	<i>Hearing Instrument Filing</i>		
<i>Project Name/Number:</i>	<i>VaSurety/63/63</i>		

## 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	Hearing Instrument – Protection Plus	10/08/2008	HI-PLUS-IND (8.08)_dist.pdf
No original date	Form	Amendatory Endorsement	11/20/2008	HI-AR-END _8.08_.pdf
No original date	Form	Application	10/08/2008	HI-APP (8.08)_dist.pdf
No original date	Form	Hearing Instrument – Declaration Page	10/08/2008	HI-DEC (8.08)_dist.pdf
No original date	Form	Hearing Instrument – Platinum Protection	10/08/2008	HI-PLAT-IND (8.08)_dist.pdf

**Virginia Surety Company, Inc.**  
175 W. Jackson Blvd., Chicago, IL 60604

**Hearing Instrument - Protection Plus  
Insurance Policy**

**A. DEFINITIONS**

Throughout this document, “You” and “Your” refer to the policyholder named on the Declaration Page. “We”, “Us”, and “Our” refer to Virginia Surety Company, Inc. In addition, when in bold certain words and phrases are defined as follows:

**Accidental Damage** means an unintentional single event causing damage to the **Hearing Instrument** where it no longer performs its normal operation(s) as defined by the manufacturer.

**Administrator** means [insert name]. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by [phone at [insert #]] [or] [mail at [insert address]] [or] [website at [insert website]].

**Hearing Instrument** means a digital, analog, linear, programmable or non-programmable hearing device, hearing aid, speech processing hearing instrument(s) as specified on the Declaration Page.

**Loss** means **Accidental Damage** or **Lost**.

**Lost** means the involuntary loss of possession of Your **Hearing Instrument(s)** by accident or forgetfulness and when its whereabouts are not known, cannot be recovered, and it is not likely that Your **Hearing Instrument** will be recovered or found.

**Policy** means this document. It describes the terms, conditions, and exclusions that apply to each benefit. The **Policy** is the entire agreement between You and Us. Representations or promises made by anyone that are not contained in this document are not a part of Your benefits. This **Policy** also includes any endorsements, riders, and amendments that are subsequently issued or attached.

**Policy Term** means the term of coverage indicated on the Declaration Page. This **Policy** will end on the **Policy** Expiration Date indicated on the Declaration Page.

**B. INSURING AGREEMENT**

This Policy is issued on the basis of Your application, and in return for Your payment of the required premium. Accordingly, We will provide coverage, as described herein, for Your **Hearing Instrument(s)** due to a **Loss** during the **Policy Term**.

We will not pay, the authorized facility, more than the required cost to repair or replace Your **Hearing Instrument(s)** for a covered **Loss**.

If repairs or replacements are made that the **Administrator** has not authorized, We will not pay the authorized facility for the repair or replacement.

**C. COVERAGE DESCRIPTION**

Through the **Administrator**, We will repair or, at Our discretion, replace the **Hearing Instrument(s)**, due to a **Loss**, that occurs during the **Policy Term**. Parts will be replaced with those of like kind and quality (We cannot guarantee to match exact color, material, brand, size, or model), and may be new or remanufactured. If there is a **Loss**, Your **Hearing Instrument(s)** will not be upgraded.

If a replacement is needed, Your **Hearing Instrument** will be replaced with a hearing instrument of like kind and quality, as determined by the **Administrator**. Replacement occurs when:

- Your **Hearing Instrument** cannot be repaired;
- The cost of repair exceeds the cost to replace Your **Hearing Instrument**; or
- Parts (as well as remanufactured parts) are no longer available.

In the event that a covered **Hearing Instrument(s)** shown on the Declaration Page is replaced, the coverage for that **Hearing Instrument(s)** will automatically terminate. No coverage is provided on the replacement. All premium under that portion of the **Policy** is considered earned on the replacement and no refund of the unearned premium is due.

If a **Loss** to a **Hearing Instrument(s)** is not covered under this **Policy**, it will be Your responsibility to pay the cost for the diagnostic teardown as well as any other costs.

#### **D. EXCLUSIONS**

We do not cover **Loss** directly or indirectly caused by, or resulting from, contributed to, or made worse by any of the following. Additionally, the causes of **Loss**, whether or not dominate, are not insured under this **Policy** even if a covered cause of **Loss** contributes concurrently or in sequence to the **Loss** or damage of Your **Hearing Instrument**.

1. 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.
2. 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.
3. Illegal acts by You, meaning acts of contraband, illegal transportation, or trade.
4. Any breakdown of a **Hearing Instrument** due to mechanical or electrical failure of the **Hearing Instrument** to perform its normal operation(s) as defined by the manufacturer.
5. Wear and tear or gradual deterioration of the of **Hearing Instrument(s)**, such as corroded or malfunctioning components due to ear wax or moisture buildup.
6. Latent defect, error or omission in the design, specification, or a faulty material/ construction/assembly.
7. Malfunctions caused by changes to the ear, or changes in the ear canal that may result in, but not limited to remaking or re-casing due to a poor or improper fit.
8. Delay, loss of use, or any other indirect or consequential loss or damage.
9. Deliberate, negligent or intentional acts committed.
10. Fraudulent, dishonest, or criminal acts committed alone or in collusion with others by You.
11. Any medical charges, including but not limited to, those incurred in connection with the implanting or explanting of **Hearing Instrument(s)**.
12. Personal or bodily injury or sickness due to the use of the **Hearing Instrument(s)**.
13. 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.
14. **Loss** during the manufacturer's warranty.
15. **Loss** while in the care, custody, or control of a third party including, but not limited to, the **Hearing Instrument(s)** while in transit to or from the third party.
16. Any reduced performance or efficiency of the **Hearing Instrument(s)** that does not result in a **Loss**.

#### **E. YOUR RESPONSIBILITIES**

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**.
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 the **Administrator**, but no later than ninety (90) days from the date of loss.

4. File with the **Administrator** a detailed proof of loss (on the claim form provided to You by the **Administrator**) within sixty (60) days from the date You report the loss, including the following:
  - a) A signed and completed claim form.
  - b) If the loss was caused by or resulting from theft or vandalism, a copy of the police report filed with the appropriate law enforcement officials (or if the report is not reasonably available, the report number).
  - c) Any other documentation that may be reasonably requested by the **Administrator** to validate a claim.
5. Repairs or replacements must be made through an authorized facility (contact the **Administrator** for an authorized facility). If repairs or replacements are made that the Administrator has not authorized, We will not pay the authorized facility for the repair or replacement.

## **F. CANCELLATION & NON-RENEWAL**

Coverage can be:

- a. Cancelled by You at any time by sending written notification to the **Administrator**. If You cancel Your coverage, We will refund any unearned premium.
- b. Cancelled by Us or Our designated representative for the following reasons:
  - i. Non payment of premium;
  - ii. Misrepresentation and Fraud (see below);
  - iii. The Department of Insurance determines that the **Policy** would result in a violation of their law.If We cancel coverage, We will send You written notification at least thirty (30) days in advance of cancellation for non-payment of premium and at least sixty (60) days in advance of cancellation for any other reason.
- c. Non-renewed by Us. We will send You written notification at least sixty (60) days in advance of the expiration of coverage.

## **G. GENERAL PROVISIONS**

**Claims:** Benefits under the **Policy** for any **Loss** will be paid, to the authorized facility, upon receipt of due proof of loss and all required information necessary to support the claim.

**Dispute Resolution – Arbitration:** The **Policy** requires binding arbitration if there is an unresolved dispute between You and VSC concerning the **Policy** (including the cost of, lack of or actual repair or replacement). Under this Arbitration provision, You give up Your right to resolve any dispute arising from the **Policy** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under the **Policy**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to the **Policy** and all transactions contemplated by the **Policy**, including, without limitation, the validity, interpretation, construction, performance and enforcement of the **Policy**.

**Legal Actions:** No action at law or in equity shall be brought to recover under the **Policy** prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of this coverage.

**Misrepresentation and Fraud:** Coverage for You may be cancelled if, whether before or after a **Loss**, You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the

interest of You therein. Coverage may also be cancelled if You commit fraud or false swearing in connection with any of the above.

**Other Insurance:** Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

**Subrogation:** If payment, to the authorized facility, is made under the **Policy**, We are entitled to recover such amounts from other parties or persons. You must transfer to Us Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.

**ARKANSAS AMENDATORY ENDORSEMENT**

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

---

Policy Number: [Insert Policy Number]

Effective Date of this Endorsement: [Insert Endorsement Effective Date]

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It is agreed that the following revisions are made to the above captioned policy:

**SECTION F – CANCELLATION AND NON-RENEWAL, is replaced with the following:**

Coverage can be:

- a. Cancelled by You at any time by sending written notification to the **Administrator**. If You cancel Your coverage, We will refund any unearned premium.
- b. Cancelled by Us or Our designated representative for the following reasons:
  - i. Non payment of premium at any time by sending You written notification by certified mail, at Your last known address, at least ten (10) days before the effective date of cancellations.
  - ii. Within sixty (60) days of the effective date of this **Policy**, unless the **Policy** was renewed by Us, for any reason. If we cancel this Policy, We will send You written notification by certified mail, at Your last known address, at least twenty (20) days before the effective date of cancellations. The notice of cancellation will include the reason and effective date of cancellation.
  - iii. After this **Policy** has been in effect for more than sixty (60) days or at any time if this is a renewal **Policy**, for the following reasons:
    1. 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;
    2. Upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued; or
    3. In the event of a material violation of a material provision of this policy.

If we cancel this Policy, We will send You written notification by certified mail, at Your last known address, at least twenty (20) days before the effective date of cancellations. The notice of cancellation will include the reason and effective date of cancellation.

If We cancel this **Policy**, we will refund any unearned premium.

- c. Non-renewed by Us. We will send You written notification by certified mail, at Your last known address, at least sixty (60) days in advance of the expiration of coverage.

**SECTION G – GENERAL PROVISIONS “Dispute Resolution – Arbitration” is deleted in its entirety:**

**SECTION G – GENERAL PROVISIONS, “Legal Action” is replaced with the following:**

**Legal Actions:** No action at law or in equity shall be brought to recover under the **Policy** following a period of five (5) years after proof of loss has been furnished in accordance with the requirements of this coverage.

**SECTION G – GENERAL PROVISIONS, “Subrogation” is replaced with the following:**

**Subrogation:** When You have been fully compensated for Your **Loss** and there has been payment by Us under this **Policy** for that **Loss**, then We are entitled to recover those amounts that have exceeded the amount of Your **Loss**. In order to accomplish this, You agree that You will transfer Your rights to recovery against any other

party or person for the amount of the excess over the amount of Your **Loss**. With respect to the excess amount, You agree to everything necessary for Us to secure these rights and to do nothing that would jeopardize these rights to recovery from any other party or person.

All other provisions remain unchanged.

**VIRGINIA SURETY COMPANY, INC.**

[John Smith]  
President

---

**Virginia Surety Company, Inc.**  
175 West Jackson Blvd., Chicago, IL 60604

**Application for Hearing Instrument Coverage**

1. Policy Holder Information

The information below is to be completed by the hearing instrument wearer or the guardian of the wearer.

Wearer Name \_\_\_\_\_

Guardian Name (If applicable) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Wearer Date of Birth \_\_\_\_\_

2. Annual Cost & Payment

I want the [ Protection Plus] [ Platinum Plan]

Annual Premium \_\_\_\_\_ \$ \_\_\_\_\_

*Please note: prices listed at left are per instrument.*

**I wish to pay by:**

Check, made payable to [insert name]

Credit cards accepted:

Visa, MasterCard, American Express and Discover

Name on Card: \_\_\_\_\_

Card #: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

3. Wearer or Guardian's Signature

I elect coverage on the instruments listed below.

Wearer or Guardian's Signature (**MANDATORY**) \_\_\_\_\_

These people are authorized to discuss my coverage: \_\_\_\_\_

**The information below is to be completed by your Practitioner**

Style (Check the appropriate box.)

- BTE
- ITE
- ITC (Includes Half-Shell)
- CIC (Includes Mini-Canal)
- OTE/Open fit
- Other \_\_\_\_\_

Specifics	Right Ear	Left Ear
Manufacturer		
Model		
Serial #		
Purchase / Replacement Date		
Purchase Price		
Expiration Date of Manufacturer Warranty	<input type="checkbox"/> Loss <input type="checkbox"/> Repair <input type="checkbox"/> Not Applicable	<input type="checkbox"/> Loss <input type="checkbox"/> Repair <input type="checkbox"/> Not Applicable
Remote / Transmitter Serial #		

Does your patient wear another instrument?      Yes      No

Serial Number: \_\_\_\_\_

Model: \_\_\_\_\_

Warranty Expiration Date: \_\_\_\_\_

**Practitioner Information**

Office Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

[insert name] Center Number: \_\_\_\_\_

*(Please call [insert name] [insert phone number] to obtain center number)*

**Signature**

I have examined the listed hearing instruments and certify they are in good working condition on the date shown below.

\_\_\_\_\_  
Practitioner Signature Date

*(Inspection valid for 30 Days)*

Mail this completed application and payment to: [Insert Name and Address] or Fax this form with your credit card information to [Insert Name] at [insert phone number].

**Virginia Surety Company, Inc.**  
175 West Jackson Blvd., Chicago, IL 60604

**Hearing Instrument  
Declaration Page**

Policy Number:  
[000-00-0000]

Policyholder:  
[Insert Policyholder Name]  
[Insert Policyholder's Address]

**PLEASE KEEP THIS POLICY IN A SAFE PLACE**

TO REPORT A CLAIM UNDER THIS POLICY CALL [(XXX) XXX-XXXX]

**Coverage:** [Protection Plus] [Platinum Protection]

**Policy Term:**

- **Policy Effective Date:** [XX/XX/XXXX]
- **Policy Expiration Date:**[XX/XX/XXXX]

**Hearing Instrument(s) Covered:**

Manufacturer	Model	Serial Number	Purchase Date
[insert manufacturer]	[insert model]	[insert serial number]	[XX/XX/XXXX]
[insert manufacturer]	[insert model]	[insert serial number]	[XX/XX/XXXX]
[insert manufacturer]	[insert model]	[insert serial number]	[XX/XX/XXXX]
[insert manufacturer]	[insert model]	[insert serial number]	[XX/XX/XXXX]

**Coverage Premium:** [\$XX.XX]

\_\_\_\_\_  
[Joe Smith]  
Authorized Representative

\_\_\_\_\_  
[John Smith]  
Secretary

\_\_\_\_\_  
[Jane Smith]  
President

**Hearing Instrument - Platinum Protection  
Insurance Policy**

**A. DEFINITIONS**

Throughout this document, “You” and “Your” refer to the policyholder named on the Declaration Page. “We”, “Us”, and “Our” refer to Virginia Surety Company, Inc. In addition, when in bold certain words and phrases are defined as follows:

**Accidental Damage** means an unintentional or single event causing damage to the **Hearing Instrument** where it no longer performs its normal operation(s) as defined by the manufacturer.

**Administrator** means [insert name]. You may contact the **Administrator** if You have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by [phone at [insert #]] [or] [mail at [insert address]] [or] [website at [insert website]].

**Breakdown** means a mechanical failure or electrical failure causing the **Hearing Instrument** to no longer perform its normal operation(s) as defined by the manufacturer. **Breakdown** includes those mechanical and electrical failures resulting from normal wear and tear, such as corroded or malfunctioning components due to ear wax or moisture buildup.

**Hearing Instrument** means a digital, analog, linear, programmable or non-programmable hearing device, hearing aid, speech processing hearing instrument(s) as specified on the Declaration Page.

**Loss** means a **Accidental Damage, Breakdown, or Lost**.

**Lost** means the involuntary loss of possession of Your **Hearing Instrument(s)** by accident or forgetfulness and when its whereabouts are not known, cannot be recovered, and it is not likely that Your **Hearing Instrument** will be recovered or found.

**Policy** means this document. It describes the terms, conditions, and exclusions that apply to each benefit. The **Policy** is the entire agreement between You and Us. Representations or promises made by anyone that are not contained in this document are not a part of Your benefits. This **Policy** also includes any endorsements, riders, and amendments that are subsequently issued or attached.

**Policy Term** means the term of coverage indicated on the Declaration Page. This **Policy** will end on the **Policy** Expiration Date indicated on the Declaration Page.

**B. INSURING AGREEMENT**

This Policy is issued on the basis of Your application, and in return for Your payment of the required premium. Accordingly, We will provide coverage, as described herein, for Your **Hearing Instrument(s)** due to a **Loss** during the **Policy Term**.

We will not pay, the authorized facility, more than the required cost to repair or replace Your **Hearing Instrument(s)** for a covered **Loss**.

If repairs or replacements are made that the **Administrator** has not authorized, We will not pay the authorized facility for the repair or replacement.

## C. COVERAGE DESCRIPTION

Through the **Administrator**, We will repair or, at Our discretion, replace the **Hearing Instrument(s)**, due to a **Loss**, that occurs during the **Policy Term**. Parts will be replaced with those of like kind and quality (We cannot guarantee to match exact color, material, brand, size, or model), and may be new or remanufactured. If there is a **Loss**, Your **Hearing Instrument(s)** will not be upgraded.

If a replacement is needed, Your **Hearing Instrument** will be replaced with a hearing instrument of like kind and quality, as determined by the **Administrator**. Replacement occurs when:

- Your **Hearing Instrument** cannot be repaired;
- The cost of repair exceeds the cost to replace Your **Hearing Instrument**; or
- Parts (as well as remanufactured parts) are no longer available.

In the event that a covered **Hearing Instrument(s)** shown on the Declaration Page is replaced, the coverage for that **Hearing Instrument(s)** will automatically terminate. No coverage is provided on the replacement. All premium under that portion of the **Policy** is considered earned on the replacement and no refund of the unearned premium is due.

If a **Loss** to a **Hearing Instrument(s)** is not covered under this **Policy**, it will be Your responsibility to pay the cost for the diagnostic teardown as well as any other costs.

## D. EXCLUSIONS

We do not cover **Loss** directly or indirectly caused by, or resulting from, contributed to, or made worse by any of the following. Additionally, the causes of **Loss**, whether or not dominate, are not insured under this **Policy** even if a covered cause of **Loss** contributes concurrently or in sequence to the **Loss** or damage of Your **Hearing Instrument**.

1. 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.
2. 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.
3. Illegal acts by You, meaning acts of contraband, illegal transportation, or trade.
4. Latent defect, error or omission in the design, specification, or a faulty material/ construction/assembly; that does not result in a covered **Breakdown**.
5. Malfunctions caused by changes to the ear, or changes in the ear canal that may result in, but not limited to remaking or re-casing due to a poor or improper fit.
6. Delay, loss of use, or wages or any other indirect or consequential loss or damage.
7. Deliberate, negligent or intentional acts.
8. Fraudulent, dishonest, or criminal acts committed alone or in collusion with others by You.
9. Any medical charges, including but not limited to, those incurred in connection with the implanting or explanting of **Hearing Instrument(s)**.
10. Personal or bodily injury or sickness due to the use of the **Hearing Instrument(s)**.
11. 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.
12. **Loss** during the manufacturer warranty.
13. **Loss** while in the care, custody, or control of a third party including, but not limited to, the **Hearing Instrument(s)** while in transit to or from the third party.
14. Any reduced performance or efficiency of the **Hearing Instrument(s)** that does not result in a **Loss**.

## E. YOUR RESPONSIBILITIES

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**.

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 the **Administrator**, but no later than ninety (90) days from the date of loss.
4. File with the **Administrator** a detailed proof of loss (on the claim form provided to You by the **Administrator**) within sixty (60) days from the date You report the loss, including the following:
  - a) A signed and completed claim form.
  - b) If the loss was caused by or resulting from theft or vandalism, a copy of the police report filed with the appropriate law enforcement officials (or if the report is not reasonably available, the report number).
  - c) Any other documentation that may be reasonably requested by the **Administrator** to validate a claim.
5. Repairs or replacements must be made through an authorized facility (contact the **Administrator** for an authorized facility). If repairs or replacements are made that the Administrator has not authorized, We will not pay for the authorized facility for the repair or replacement.

#### F. CANCELLATION & NON-RENEWAL

Coverage can be:

- a. Cancelled by You at any time by sending written notification to the **Administrator**. If You cancel Your coverage, We will refund any unearned premium.
- b. Cancelled by Us or Our designated representative for the following reasons:
  - i. Non payment of premium;
  - ii. Misrepresentation and Fraud (see below);
  - iii. The Department of Insurance determines that the **Policy** would result in a violation of their law.

If We cancel coverage, We will send You written notification at least thirty (30) days in advance of cancellation for non-payment of premium and at least sixty (60) days in advance of cancellation for any other reason.
- c. Non-renewed by Us. We will send You written notification at least sixty (60) days in advance of the expiration of coverage.

#### G. GENERAL PROVISIONS

**Claims:** Benefits under the **Policy** for any **Loss** will be paid, to the authorized facility, upon receipt of due proof of loss and all required information necessary to support the claim.

**Dispute Resolution – Arbitration:** The **Policy** requires binding arbitration if there is an unresolved dispute between You and VSC concerning the **Policy** (including the cost of, lack of or actual repair or replacement). Under this Arbitration provision, You give up Your right to resolve any dispute arising from the **Policy** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, either You or VSC must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. You and VSC will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and VSC. Unless otherwise agreed to by You and VSC, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under the **Policy**. The laws of the state of Illinois (without giving effect to its conflict of law principles) govern all matters arising out of or relating to the **Policy** and all transactions contemplated by the **Policy**, including, without limitation, the validity, interpretation, construction, performance and enforcement of the **Policy**.

**Legal Actions:** No action at law or in equity shall be brought to recover under the **Policy** prior to the expiration of sixty (60) days after proof of loss has been furnished in accordance with the requirements of this coverage.

**Misrepresentation and Fraud:** Coverage for You may be cancelled if, whether before or after a **Loss**, You have concealed or misrepresented any material fact or circumstance concerning this coverage or the subject thereof, or the interest of You there in. Coverage may also be cancelled if You commit fraud or false swearing in connection with any of the above.

**Other Insurance:** Coverage is secondary to any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

**Subrogation:** If payment, to the authorized facility, is made under the **Policy**, We are entitled to recover such amounts from other parties or persons. You must transfer to Us Your rights to recovery against any other party or person. You must also do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from You.