

SERFF Tracking Number: YTYC-125922893 State: Arkansas
Filing Company: Sentruiity Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: AR-CLIP-GAP-08
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0004 Contractual Liability
Product Name: Guaranteed Asset Protection Program
Project Name/Number: AR-CLIP-GAP-08/Ryan

Filing at a Glance

Company: Sentruiity Casualty Company

Product Name: Guaranteed Asset Protection Program SERFF Tr Num: YTYC-125922893 State: Arkansas

TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.0004 Contractual Liability Co Tr Num: AR-CLIP-GAP-08 State Status: Fees verified and received

Filing Type: Form Co Status: (6)Submitted & E-mail Reviewer(s): Betty Montesi, Edith Roberts
Sent to Client
Author: Ryan Rush Disposition Date: 12/12/2008
Date Submitted: 11/26/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

General Information

Project Name: AR-CLIP-GAP-08

Project Number: Ryan

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 12/12/2008

State Status Changed: 12/12/2008

Corresponding Filing Tracking Number: YTYC-125919972

Filing Description:

To Whom It May Concern:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

We are submitting the following for your review and approval. This is a new filing.

Company and Contact

SERFF Tracking Number: YTYC-125922893 State: Arkansas
 Filing Company: Sentruity Casualty Company State Tracking Number: EFT \$50
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 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0004 Contractual Liability
 Product Name: Guaranteed Asset Protection Program
 Project Name/Number: AR-CLIP-GAP-08/Ryan

Filing Contact Information

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

Ryan Rush, Compliance Specialist ryan@y2yc.com
 1580 N. Point Prairie Road (636) 639-1880 [Phone]
 Foristell, MO 63348 (636) 639-1233[FAX]

Filing Company Information

Sentruity Casualty Company CoCode: 12870 State of Domicile: Texas
 13201 North West Freeway Group Code: 4277 Company Type: Property/Casualty
 Suite 801
 Houston, TX 77040 Group Name: State ID Number:
 (713) 580-3163 ext. [Phone] FEIN Number: 20-2851511

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sentruity Casualty Company	\$50.00	11/26/2008	24195247

<i>SERFF Tracking Number:</i>	<i>YTYC-125922893</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sentruity Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-CLIP-GAP-08</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0004 Contractual Liability</i>
<i>Product Name:</i>	<i>Guaranteed Asset Protection Program</i>		
<i>Project Name/Number:</i>	<i>AR-CLIP-GAP-08/Ryan</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/12/2008	12/12/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
No response necessary	Edith Roberts	12/02/2008	12/02/2008	Ryan Rush	12/10/2008	12/10/2008

SERFF Tracking Number: *YTYC-125922893* *State:* *Arkansas*
Filing Company: *Sentruiity Casualty Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AR-CLIP-GAP-08*
TOI: *17.0 Other Liability-Occ/Claims Made* *Sub-TOI:* *17.0004 Contractual Liability*
Product Name: *Guaranteed Asset Protection Program*
Project Name/Number: *AR-CLIP-GAP-08/Ryan*

Disposition

Disposition Date: 12/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: YTYC-125922893 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Third Party Filing Authorization	Approved	Yes
Form	Declarations Page	Approved	Yes
Form	Contractual Liability	Approved	Yes
Form (revised)	Arkansas Amendatory Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes
Form	Scheduled Approved Contracts	Approved	Yes

SERFF Tracking Number: YTYC-125922893 State: Arkansas
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Objection Letter

Objection Letter Status No response necessary
Objection Letter Date 12/02/2008
Submitted Date 12/02/2008
Respond By Date
Dear Ryan Rush,

This will acknowledge receipt of the captioned filing.

The appraisal and arbitration clause is in violation of Ark. Code Ann. § 23-79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

The applicable provision of the Arkansas Statute of Limitations of the Arkansas General Code, Allows five (5) years, rather than two (2) in which to commence litigation for this line of business insurance contract. You may amend by extending the time limit to five (5) years or by stating "within the time allowed by law."

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 12/10/2008
Submitted Date 12/10/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Hi, Edith.

Please refer to the attached in response to your December 2, 2008 objection letter. Please let me know if your have any questions or comments.

Sincerely,

SERFF Tracking Number: YTYC-125922893 *State:* Arkansas
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Ryan Rush
 Year to Year Consulting L.L.C.

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
Arkansas Amendatory Endorsement	CLP-GAP-AR-END-33008		Endorsement/Amendment/Conditions	New			ARKANSAS ENDORSEMENT.pdf
Previous Version							
Arkansas Amendatory Endorsement	CLP-GAP-AR-END-33008		Endorsement/Amendment/Conditions	New			ARKANSAS ENDORSEMENT.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Ryan Rush

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Declarations Page	SCC-GAP-DEC		Declaration	New s/Schedule			SCC-GAP-DEC.pdf
Approved	Contractual Liability	CLP-GAP-31608		Policy/Cove	New rage Form			CLP-GAP-31608.pdf
Approved	Arkansas Amendatory Endorsement	CLP-GAP-AR-END-33008		Endorseme	New nt/Amendm ent/Condi			ARKANSAS ENDORSEM ENT.pdf
Approved	Scheduled Approved Contracts	SCH-AC-31008		Other	New			SCH-AC-31008.pdf

SENTRUITY CASUALTY COMPANY
13201 Northwest Freeway, Suite 801
Houston, Texas 77040

CONTRACTUAL LIABILITY INSURANCE POLICY
DECLARATIONS PAGE

Policy Number:

1. **Insured Lender/Lessor and Address:** _____ **Agent and Address:** _____
2. **Policy Period:** _____ **Anniversary Date:** _____
Effective Date: _____ **Of each month beginning** _____
Expiration Date: Until Cancelled

This Policy will automatically renew at 12:01 A.M. Standard Time at the location of the Insured on the Policy anniversary date shown above and for additional, subsequent Policy Periods, unless cancelled or non-renewed according to its terms.

3. **Limits of Coverage:** The amount of coverage per occurrence is subject to the provisions of this Policy and the Designated Contract issued by You.
4. **Premium:** You shall pay Premium to Us according to the terms stated in the Premium Provisions section of this Policy.
5. **Schedule(s) and Endorsement(s)** attached at the Effective Date of this Policy:

These Declarations, together with other applicable Forms, Schedules and Endorsements, if any, complete this Policy.

Date Prepared

Authorized Representative

THIS POLICY DOES NOT AFFORD PROTECTION AGAINST BODILY INJURY OR PROPERTY DAMAGE LIABILITY NOR DOES IT PROVIDE PERSONAL INJURY PROTECTION BENEFITS, AND IT WILL NOT FULFILL THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY OR NO-FAULT LAW.

FOR INQUIRIES OR TO OBTAIN INFORMATION ABOUT COVERAGE CALL XXX-XXX-XXXX

Sentruity Casualty Company
13201 Northwest Freeway, Suite 801
Houston, Texas 77040

CONTRACTUAL LIABILITY POLICY
(Guaranteed Asset Protection Program)

In consideration of Your payment of the premium due, We have issued this Policy. Subject to the terms, limitations and exclusions of this Policy, We agree to reimburse You for Losses incurred under Designated Contracts, as defined herein, while this Policy is in effect and which are payable under the terms of this Policy.

DEFINITIONS

Administrator means the Company's designated administrator.

Consumer means the purchaser, borrower, or lessee named in the Finance Agreement and Designated Contract.

Designated Contract means a written contract, waiver, addendum or agreement issued by You in connection with a specified Consumer's obligation to You, where such Designated Contract obligates You to cancel or waive the debt falling due under a Finance Agreement in the event of certain specified occurrences or conditions. Such Designated Contracts must be in a form approved by Us in writing prior to the time that such Designated Contracts become subject to this Policy. The approval will be as to the risk of loss under this Policy. You remain solely liable for Your authority to offer a Designated Contract in compliance with any applicable disclosures, rules, regulations or other requirements applicable to the Designated Contract. Terms not otherwise defined in the Policy shall have the meanings stated in the Designated Contract. If You have issued a Designated Contract that has not been approved by Us in writing, it will not be covered under this Policy.

Finance Agreement means the loan agreement, lease agreement or retail installment sales contract entered into by a Consumer and You which sets forth the terms and conditions, inception date, expiration date, and scheduled payments due to You from the Consumer.

Loss(es) means liability incurred by You for the cancellation or the waiver of a debt pursuant to a Designated Contract arising during the Policy Period, except that Loss shall not exceed any liability limit provided under the Designated Contract giving rise to such Loss.

Policy means this Contractual Liability Policy issued by the Company.

Policy Period means the period specified in the Declarations Page.

The Company, We, Our and Us means Sentruity Casualty Company.

You and Your means the Insured named in the Declarations Page and any holder, holder in due course, assignee, or other successor in interest to whom the underlying Finance Agreement is transferred. Your assignment of any Finance Agreement does not affect the terms and conditions of this Policy. You are responsible for any assignment.

INSURING PROVISIONS

Benefits

Upon receipt of a satisfactory Notice of Loss and Our determination that the Loss is covered under this Policy, We will pay You for all amounts for which You become legally obligated to cancel or waive under the terms and conditions of any Designated Contracts in effect and subject to this Policy. Payment shall be subject to the terms, limitations, and provisions of this Policy.

Coverage to Benefit You Only

The coverage under this Policy shall inure solely to Your benefit. The proceeds hereof are payable only to You or Your assignee under the transfer of the underlying Finance Agreement at the time of a payable Loss.

No person or organization shall have any right under this Policy to join Us as a party in any action against You or to determine Your obligations under any Designated Contract.

Limitations and Exclusions

We have no obligation to pay You for any sums cancelled or waived, or costs incurred for any reason, other than specified under this Policy.

We have no duty to defend You in any lawsuit or other judicial or administrative proceeding involving You, whether or not arising out of this Policy or any Designated Contract.

Our liability for all Losses arising from any single occurrence under any single Designated Contract shall not exceed the maximum stated in the Declarations Page or the Designated Contract or any Endorsements or Schedules attached to this Policy.

Notwithstanding anything herein contained, this Policy does not cover:

Any loss arising from fines, penalties, punitive, exemplary, extra contractual or consequential damages.

Any loss caused by negligence of any kind, misrepresentation, willful or intentional misconduct or strict liability.

Any loss or liability arising from a claim of an unfair sales practice or similar law governing the relationship between a Consumer and You.

Any loss or liability for any Designated Contract that has not been approved in writing by Us; or

Bodily injury or property damage liability, medical payments, physical damage, uninsured motorist, underinsured motorist, personal injury protection, or losses other than those stated in the Designated Contract.

PREMIUM PROVISIONS**Premium Amount**

Subject to the Premium Changes provision, the premium for insurance provided under this Policy will be determined using the rates in effect on the Policy Effective Date, shown in the Declarations or other form attached to this Policy.

Premium Changes

We have the right to change premium rates by giving You written notice stating the amount and when, not less than thirty days thereafter, such change shall become effective. Any change in premium will apply to all Designated Contracts that become subject to this Policy on or after the effective date of the premium change.

Reports, Records and Premium Payment

You must provide Us with sufficient information to administer this Policy and to complete any reports requested by insurance or other regulatory authorities. This includes a report of Designated Contracts in force, the data We need to determine Our liability, and any premiums due. Reports will be electronic or manual as agreed between You and Us, in a format prescribed by Us.

You agree to keep accurate records of Finance Agreements to which Designated Contracts are attached. You further agree to render to Us, on forms provided for this purpose, statements related to such transactions required for the determination of premiums. Such reports are due within fifteen days of the end of each month following the end of the calendar month in which the Finance Agreement, to which the Designated Contract is attached, was originated. The premium shall be calculated at the rate in effect at the time the Designated Contract was issued and shall be paid with the submitted report. All premiums are to be paid to the Company or our Administrator.

Any failure to report, record, or remit, as required by this Policy, will be an absolute defense for Us to any claim, suit, or action brought under this Policy.

CLAIMS PROVISIONS

Notice of Loss

Written Notice of Loss must be given to Us within sixty days after the occurrence of an event causing a Loss under this Policy. Your failure to report the Loss within this time will not act to void or reduce any Loss if: (i) it was not reasonably possible to give notice within the sixty-day period; and (ii) notice was given as soon as reasonably possible thereafter.

Notice given by You, or on Your behalf with sufficient information to identify: (i) You and the Consumer; (ii) the total debt amount waived or cancelled; (iii) the circumstances giving rise to the Loss; and (iv) other particulars with respect to the Loss as requested, will be deemed satisfactory Notice of Loss.

We may independently verify any or all information provided by You or the Consumer at the time of Loss. You agree to cooperate with Us in Our verification of the Loss information We receive.

In no event will We be liable for any Designated Contract for which We have not received premium or proper reporting as required above.

Settlement of Losses

All adjusted Losses shall be paid by Us within sixty days after receipt and acceptance of satisfactory written Notice of Loss to Our Administrator or Us. No Loss shall be paid under this Policy if You are entitled to collect from others, including but not limited to, primary and other insurance, any third party or salvage sale. We maintain the right to audit Your records relative to any Losses under this Policy. All Loss payments will be payable to You.

GENERAL PROVISIONS

Inspection and Audit

We shall have the right to inspect Your premises, books and records as same pertain to coverage under this Policy. This right shall extend until one (1) year after Designated Contracts issued by You are no longer in effect. Neither the rights set forth hereunder nor any report made by Us in exercise of that right shall constitute any undertaking, on behalf of or for the benefit of You or other, to determine or warrant that the operations are in compliance with any applicable law, rule, or regulation. We may request You to mail Notice of Loss documents, at Your expense, to Us in order to complete an offsite audit.

Insured's Indemnification of Insurer

You do hereby indemnify and hold Us free and harmless against any and all claims, actions, demands, or liabilities arising out of losses, whether well founded or not, that may be asserted against Us by third parties by reason of Your breach of or failure to perform any of Your obligations under this Policy.

Entire Contract and Changes

This Policy, attached endorsements, schedules and amendments, if any, and the attached Declarations Page constitute the entire Policy. We may change the terms and conditions of this Policy, subject to prior notice to You. Any change to this Policy will be made in writing and signed by one of Our officers. No agent may waive, alter, or change any of the terms and conditions of this Policy.

Fraud and Misrepresentation

This Policy shall provide no coverage if You conceal or misrepresent any material fact regarding this coverage or commit fraud, whether before or after a Loss. No coverage is provided for any loss caused by or contributed to by a dishonest or criminal act committed by You, a partner, or a director, officer, trustee, employee or agent thereof. We may pursue all legal recourse allowed, to recover any amounts paid, as a result of fraud or misrepresentation.

Cancellation and Non-Renewal

This Policy will be renewed automatically from month to month by payment of the premium due and continue in effect unless terminated. You may cancel this Policy, by mailing to Us or Our Administrator written notice, not less than sixty days, prior to the cancellation effective date. We may cancel or not renew this Policy by mailing to You at least sixty days advance written notice (or the number of days required by state law, if greater) prior to the cancellation effective date. Any notice must be sent by mail or recognized overnight courier to the address shown in the Declarations Page or the last known business address of record. If We cancel for non-payment of premium, then only fifteen days advance notice (or the number of days required by state law) will be required before cancellation shall become effective. The mailing of notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. The notice will state the specific reason for cancellation or non-renewal.

Any cancellation or non-renewal shall not affect the obligations of both parties that are in existence on the cancellation effective date for those Designated Contracts where premium was paid prior to the date of cancellation. No coverage will be in effect for Designated Contracts for which You have not remitted premium.

Reinstatement

In no event will We reinstate this Policy after the cancellation effective date or non-renewal.

Bankruptcy or Insolvency

Your insolvency or bankruptcy, or the insolvency of Your estate, shall not relieve Us of any of our obligations under this Policy.

Subrogation Rights

We retain the right to subrogate the Loss against other liable parties or insurers that have improperly denied or unfairly limited coverage. You shall cooperate with Us in this regard and take no action that would prejudice such rights.

In the event that You recover any part of a payable Loss, You agree to reimburse Us in pro rata proportion to the loss incurred by each party in this contract.

Appraisal

If We fail to agree with You as to the amount of payable Loss, then each of Us shall have the right to select a competent and disinterested appraiser within twenty days from the date of disagreement. The appraisers will select an umpire. The appraisers will determine the amount of the payable Loss. If there is no agreement, then each appraiser will submit his amount of payable Loss to the umpire. The agreement of any two will determine the amount of the payable Loss. You pay Your appraiser and We pay Our appraiser. We shall each share equally the expense of the umpire.

Abandonment

There can be no abandonment to Us of collateral under any Designated Contract.

Assignment

Your rights under this Policy may not be assigned without Our prior written consent, except as expressly provided above. Any assignment in violation of this provision shall not bind Us in any way. We shall not unreasonably withhold such consent.

Declarations

Your acceptance of this Policy means You agree that: (i) the statements in the Declarations Page of this Policy are Your agreements and representations; (ii) this Policy is issued in reliance upon Your representations; and (iii) this Policy contains all agreements between You and Us or Our agent relating to the coverage under this Policy.

Promotion

You shall not use Our name in any promotional or advertising activities, without obtaining Our prior written approval of the promotion or advertising from Us.

Territory

This Policy covers Designated Contracts issued by You within the United States.

Assistance and Cooperation of the Insured

You shall cooperate with Us and, upon Our request, shall submit to examination under oath, attend hearings and trials and shall assist in effective settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits.

Action Against Insurer

No action shall lie against Us unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy. Further, no action shall be commenced until at least ninety days after required Notice of Loss has been filed with Us, nor at all unless commenced within two years from the date You discover the Loss.

Legal Venue

This Policy shall be construed under the laws of Texas. You and We agree that any dispute under this Policy will be subject to binding arbitration in Harris County in the State of Texas as set forth below, and that any ruling by such decision shall be binding on both parties.

Conformity with State Statutes

If any of the provisions of this Policy do not conform to the statutes of the state of issue on the Policy Effective Date, such provisions are amended to meet the minimum requirements of that state.

Arbitration

Any and all disputes, controversies or claims of any kind and nature between You and Us arising out of or in any way related to the validity, interpretation, performance or breach of any provision of this Policy, and upon which a settlement has not been reached by Your and Us, shall be resolved exclusively by arbitration in accordance with the Federal Arbitration Act (9.U.S.C. Section 1 et seq).

You shall appoint one arbitrator and We shall appoint one arbitrator. The two arbitrators appointed shall together pick a third arbitrator. The arbitration proceeding shall commence within ninety days after the first notification of one party by the other as to their election to arbitrate a dispute. Any decision of the arbitrators shall be a majority vote. In all other respects, the rules and procedures of the American Arbitration Association’s commercial arbitration rules shall govern the arbitration proceeding; except to the extent that such rules and procedures conflict with the Federal Arbitration Act. Arbitration shall be held in the State of Texas, unless otherwise agreed, in writing, by the parties. In no event shall the arbitrators grant any relief not available in the courts of the state where this Policy is issued. Judgment upon the arbitration award shall be entered in a court of general jurisdiction in the State of Texas.

Each party shall bear their own expense for the arbitration proceedings, unless otherwise assigned by the arbitrators. However, the arbitrators shall have the authority to order You to pay all costs of the arbitration proceedings, if the arbitrators determine that the dispute is without substantial justification.

You and We understand that: (i) discovery in an arbitration proceeding may be, more limited than, and different from, that in a court proceeding; (ii) the arbitrators are not required to state the basis of their decision or to issue any finding of fact; and (iii) both Your and Our right to appeal or to seek modification of rulings by the arbitrators may be limited.

IN WITNESS WHEREOF, We have caused this Policy to be executed and attested these presents, but this Policy shall not be valid unless countersigned by a duly authorized representative of the Company.

President

Secretary

ENDORSEMENT

This endorsement, effective _____ forms a part of Policy No.: _____ issued to: _____ by: Sentruity Casualty Company.

CONTRACTUAL LIABILITY POLICY

ARKANSAS AMENDATORY ENDORSEMENT

All capitalized terms used in this Endorsement, unless otherwise defined in this Endorsement, shall have the meanings given to them in the Policy. This Endorsement supersedes all previous endorsements.

The Policy is amended as follows:

1. Limitations and Exclusions, paragraph 5 is deleted in its entirety and replaced with the following:

Any loss arising from fines, penalties, punitive, exemplary, extra contractual or consequential damages. Punitive damages include damages imposed to punish a wrongdoer and to deter others from similar conduct;

2. The Cancellation and Non-Renewal provision is deleted in its entirety and replaced with the following:

Cancellation and Non-Renewal

This Policy will be renewed automatically from month to month by payment of the premium due and continue in effect unless terminated. You may cancel this Policy, by mailing to Us or Our Administrator written notice, not less than sixty days, prior to the cancellation effective date. We may cancel or not renew this Policy by mailing to You at least sixty days advance written notice (or the number of days required by state law, if greater) prior to the cancellation effective date. Any notice must be sent by mail or recognized overnight courier to the address shown in the Declarations Page or the last known business address of record. If We cancel for non-payment of premium, then only fifteen days advance notice (or the number of days required by state law) will be required before cancellation shall become effective.

If this Policy has been in effect for sixty or fewer days, the Company may cancel for any reason. If this Policy has been in effect for more than sixty days or if it is a renewal or continuation of a Policy issued by the Company, the Company may cancel only for one or more of the following reasons:

- (a) Fraud or material misrepresentation in obtaining or continuing coverage or in presenting a claim;
- (b) failure to pay premiums when due;
- (c) an increase in hazard within the control of the Insured or other Insured which would produce an increase in rate; or
- (d) a material violation of a material provision of this Policy.

The mailing of notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. The notice will state the specific reason for cancellation or non-renewal.

Any cancellation or non-renewal shall not affect the obligations of both parties that are in existence on the cancellation effective date for those Designated Contracts where premium was paid prior to the date of cancellation. No coverage will be in effect for Designated Contracts for which You have not remitted premium.

3. The Action Against Insurer provision is deleted in its entirety and replaced with the following:

Action Against Insurer

No action shall lie against Us unless, as a condition precedent thereto, there shall have been full compliance with all terms of this Policy. Further, no action shall be commenced until at least ninety days after required Notice of Loss has been filed with Us, nor at all unless commenced within five years from the date You discover the Loss.

4. The Legal Venue provision is deleted in its entirety and replaced with the following:

Legal Venue

This Policy shall be construed under the laws of Texas. You and We agree that any dispute under this Policy may be subject to non-binding and voluntary arbitration in Harris County in the State of Texas as set forth below.

5. The first paragraph of the Arbitration provision is deleted in its entirety and replaced with the following:

Any and all disputes, controversies or claims of any kind and nature between You and Us arising out of or in any way related to the validity, interpretation, performance or breach of any provision of this Policy, and upon which a settlement has not been reached by You and Us, may be resolved by non-binding and voluntary arbitration in accordance with the Federal Arbitration Act (9.U.S.C. Section 1 et seq).

All other terms, conditions, and provisions of the Policy remain unchanged.

AUTHORIZED REPRESENTATIVE

SCHEDULE OF APPROVED CONTRACTS

This Schedule effective _____ forms a part of Policy No. _____ issued to _____ by: Sentruity Casualty Company. This Schedule supercedes any previous Schedule attached to the Policy.

Contract Form No.

Effective Date

Expiration Date

<i>SERFF Tracking Number:</i>	<i>YTYC-125922893</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sentruity Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-CLIP-GAP-08</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0004 Contractual Liability</i>
<i>Product Name:</i>	<i>Guaranteed Asset Protection Program</i>		
<i>Project Name/Number:</i>	<i>AR-CLIP-GAP-08/Ryan</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: YTYC-125922893 State: Arkansas
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Product Name: Guaranteed Asset Protection Program
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 12/12/2008

Comments:

Attachment:
Transmittal.pdf

Satisfied -Name: Third Party Filing Authorization **Review Status:** Approved 12/12/2008

Comments:

Attachment:
Authorization 10-9-08.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

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

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

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

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

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

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

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

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

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FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (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



Sentruity Casualty Company

13201 NW Freeway, Suite 801
Houston, TX 77040

- or -

P.O. Box 41194
Houston, TX 77241-1194

October 9, 2008

Mr. Steve Rush
Year to Year Consulting, LLC
1006 Delmar Drive
O'Fallon, MO 63366-3479

Re: Filings

Dear Mr. Rush:

This letter will serve as our authorization for you to make form and rate filings on behalf of Sentruity Casualty Company.

You are authorized to address any questions posed by an insurance department relative to these filings and follow up as may otherwise be necessary with the insurance departments for the approval of our forms and rates.

We require a copy of all filed policies, rates and approval letters from the insurance departments. Once filings are approved, we will require all original copies of the entire filing be sent to our office.

This letter will be effective on the date above and will remain in effect until revoked by us in writing.

Thank you for your assistance in this matter.

Very truly yours,

Diane Weber Greene
Vice President, Legal Affairs

DG/lm

<i>SERFF Tracking Number:</i>	<i>YTYC-125922893</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Sentruity Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-CLIP-GAP-08</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0004 Contractual Liability</i>
<i>Product Name:</i>	<i>Guaranteed Asset Protection Program</i>		
<i>Project Name/Number:</i>	<i>AR-CLIP-GAP-08/Ryan</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.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Arkansas Amendatory Endorsement	11/26/2008	ARKANSAS ENDORSEMENT .pdf

ENDORSEMENT

This endorsement, effective _____ forms a part of Policy No.: _____ issued to:
_____ by: Sentruity Casualty Company.

CONTRACTUAL LIABILITY POLICY

ARKANSAS AMENDATORY ENDORSEMENT

All capitalized terms used in this Endorsement, unless otherwise defined in this Endorsement, shall have the meanings given to them in the Policy. This Endorsement supersedes all previous endorsements.

The Policy is amended as follows:

1. Limitations and Exclusions, paragraph 5 is deleted in its entirety and replaced with the following:

Any loss arising from fines, penalties, punitive, exemplary, extra contractual or consequential damages. Punitive damages include damages imposed to punish a wrongdoer and to deter others from similar conduct;

2. The Cancellation and Non-Renewal provision is deleted in its entirety and replaced with the following:

Cancellation and Non-Renewal

This Policy will be renewed automatically from month to month by payment of the premium due and continue in effect unless terminated. You may cancel this Policy, by mailing to Us or Our Administrator written notice, not less than sixty days, prior to the cancellation effective date. We may cancel or not renew this Policy by mailing to You at least sixty days advance written notice (or the number of days required by state law, if greater) prior to the cancellation effective date. Any notice must be sent by mail or recognized overnight courier to the address shown in the Declarations Page or the last known business address of record. If We cancel for non-payment of premium, then only fifteen days advance notice (or the number of days required by state law) will be required before cancellation shall become effective.

If this Policy has been in effect for sixty or fewer days, the Company may cancel for any reason. If this Policy has been in effect for more than sixty days or if it is a renewal or continuation of a Policy issued by the Company, the Company may cancel only for one or more of the following reasons:

- (a) Fraud or material misrepresentation in obtaining or continuing coverage or in presenting a claim;
- (b) failure to pay premiums when due;
- (c) an increase in hazard within the control of the Insured or other Insured which would produce an increase in rate; or
- (d) a material violation of a material provision of this Policy.

The mailing of notice shall be sufficient proof of notice and the effective date of cancellation stated in the notice shall become the end of the Policy Period. The notice will state the specific reason for cancellation or non-renewal.

Any cancellation or non-renewal shall not affect the obligations of both parties that are in existence on the cancellation effective date for those Designated Contracts where premium was paid prior to the date of cancellation. No coverage will be in effect for Designated Contracts for which You have not remitted premium.

All other terms, conditions, and provisions of the Policy remain unchanged.

AUTHORIZED REPRESENTATIVE