

SERFF Tracking Number: GNFD-125385552 State: Arkansas
Filing Company: General Fidelity Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: SCCLP-11-07-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability
Product Name: Contractual Liability Reimbursement Insurance of Service Contract Providers
Project Name/Number: SC CLP Forms filing/SCCLP-11-07-F

Filing at a Glance

Company: General Fidelity Insurance Company

Product Name: Contractual Liability SERFF Tr Num: GNFD-125385552 State: Arkansas

Reimbursement Insurance of Service Contract Providers

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0004 Contractual Liability Co Tr Num: SCCLP-11-07-F State Status: Fees verified and received

Filing Type: Form Co Status: Submitted Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Leslie Bowar Disposition Date: 02/07/2008

Date Submitted: 01/08/2008 Disposition Status: Approved

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

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

State Filing Description:

General Information

Project Name: SC CLP Forms filing

Project Number: SCCLP-11-07-F

Status of Filing in Domicile: Pending

Domicile Status Comments: We will be submitting filing in South Carolina at this same time.

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/07/2008

State Status Changed: 02/07/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed are forms for General Fidelity Insurance Company's (GFIC's) Contractual Liability Reimbursement Insurance (CLP) program for service contract providers. The forms filed herein include two primary policy forms and several endorsements. The policy form SCCLP-D1-001 will be most common and used when the Insured [obligor] will be the

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program administrator as well and there will be a General Services Agreement (GSA) between GFIC and the Insured. The policy form SCCLP-D1-003S will be used when the obligor is not the program administrator or in other special cases where there is not a GSA between the Insured and GFIC).

Service contracts are offered by an obligor/administrator to cover the costs of repair or replacement of a product purchased by the Holder of the contract. The insurance contemplated herein will offer coverage to the obligor/administrator. This insurance will reimburse the obligor/administrator for losses they sustain arising from the service contracts they issue. The per occurrence/per contract limit will be that of the covered service contract and the Insured will have the option of an Aggregate Deductible for the policy.

Applications for this program have no specified form/format, however, GFIC requires applicants to submit terms and conditions of the service contracts (including eligible product lists); fee schedule; current funds allocated for loss reserves (per contract); policies and procedures for administration, fulfilment, cancellation, request for benefits, etc.; and loss experience (if available). This information is reviewed in the underwriting process and becomes part of the underwriting file.

Please feel free to contact me with any questions you may have or if you require any additional information.

Leslie Bowar
704-388-4423
leslie.a.bowar@bankofamerica.com

Company and Contact

Filing Contact Information

Leslie Bowar, VP, Compliance Manager
201 N. Tryon St.
Charlotte, NC 28255
leslie.a.bowar@bankofamerica.com
(704) 388-4423 [Phone]
(704) 387-1606[FAX]

Filing Company Information

General Fidelity Insurance Company
201 N. Tryon Street
CoCode: 30007
Group Code: 1281
State of Domicile: South Carolina
Company Type:

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NC1-022-19-02

Charlotte, NC 28255
(704) 387-8098 ext. [Phone]

Group Name:
FEIN Number: 33-0242848

State ID Number:

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
General Fidelity Insurance Company	\$50.00	01/08/2008	17387260

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/07/2008	02/07/2008

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Disposition

Disposition Date: 02/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Contractual Liability Reimbursement Insurance Policy	Approved	Yes
Form	Contractual Liability Reimbursement Insurance Policy	Approved	Yes
Form	Premium Endorsement	Approved	Yes
Form	Coinsurance Endorsement	Approved	Yes
Form	Aggregate Deductible Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractual Liability Reimbursement Insurance Policy	SCCLP-D1-001	11/07	Policy/CoveNew rage Form		0.00	SCCLP-D1-001 112607.pdf
Approved	Contractual Liability Reimbursement Insurance Policy	SCCLP-D1-003S	11/07	Policy/CoveNew rage Form		0.00	SCCLP-D1-003S 112607.pdf
Approved	Premium Endorsement	CLP-PE-002	10/07	Endorsement/New Amendent/Conditio ns		0.00	CLP-PE-002 10-07.pdf
Approved	Coinsurance Endorsement	CLP-CIE-002	11/07	Endorsement/New Amendent/Conditio ns		0.00	CLP-CIE-002 11-07.pdf
Approved	Aggregate Deductible Endorsement	CLP-ADE-002	10/07	Endorsement/New Amendent/Conditio ns		0.00	CLP-ADE-002 10-07.pdf

GENERAL FIDELITY INSURANCE COMPANY

201 North Tryon Street, NC1-022-05-01
Charlotte, NC 28255
866-763-7790

Contractual Liability Reimbursement Insurance Policy DECLARATIONS

PRODUCER: _____ POLICY NUMBER: _____

NAMED INSURED:

POLICY PERIOD: Effective Date: 12:01a.m. on _____ Anniversary Date: _____
(Month/Day/Year) (Month/Day)

EXPIRATION DATE: Until cancellation or non-renewal as termed in the Policy.

This Policy will automatically renew at 12:01 a.m. Standard Time at the address of the Insured as stated herein on the Policy Anniversary Date shown above for additional subsequent Policy Periods of one year, unless cancelled or non-renewed according to the terms of this Policy.

PREMIUM: Premium due per Service Contract or Warranty shall be specified by endorsement. Premiums shall be calculated and remitted monthly in accordance with the terms and conditions of the General Services Agreement.

LIMIT OF LIABILITY PER SERVICE CONTRACT OR WARRANTY: Coverage for each Service Contract or Warranty under this Policy shall be limited to the maximum benefit payable to a Holder under the applicable Service Contract or Warranty.

AGGREGATE LIMIT OF LIABILITY: The Company's total liability under this Policy shall be in excess of any deductible under this Policy and shall be specified by endorsement.

THIS POLICY APPLIES ONLY TO SERVICE CONTRACTS OR WARRANTIES ISSUED BY THE INSURED DURING THE POLICY TERM FOR WHICH CONTRACT FORMS HAVE BEEN APPROVED IN WRITING BY THE COMPANY AND ATTACHED TO THIS POLICY IN THE SCHEDULE OF CONTRACTS.

The Insured represents and warrants to the Company that all Service Contracts or Warranties issued by the Insured comply with all applicable laws. The Insured represents and warrants that it will administer the program(s) and comply with all other terms and conditions in accordance with the General Services Agreement between the Company and Insured, dated _____.

The Insured agrees to defend, indemnify and hold harmless the Company from and against any claims, costs, expenses, losses, damages, liabilities or judgments arising out of any alleged or actual breach of the applicable representations and warranties above.

By acceptance of this Policy, the Insured agrees that the statements herein are its agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between itself and the Company or any of its agents relating to this insurance.

INSURED
DATE: _____

AUTHORIZED REPRESENTATIVE
DATE: _____

SECTION I: INSURING AGREEMENTS

The Company, in consideration of the payment of the premium, in reliance upon the statements of the Insured provided during application for this insurance and in the Declarations, and subject to all the terms of this Policy, agrees with the Insured named in the Declarations as follows:

Notwithstanding anything stated below, this Policy applies to Warranties and Service Contracts, Warranties only, or Service Contracts only as indicated in the Declarations and Schedule of Contracts.

The Company will reimburse, or at its option, may elect to pay on behalf of, the Insured, all Losses that the Insured is legally obligated to pay to fulfill the Insured's contractual obligations under the Warranties or Service Contracts issued by the Insured during the Policy term. Coverage will apply to the Product as described in the Warranties and/or Service Contracts when such repair or replacement is required due to a mechanical breakdown or failure caused by a defect in any such part during the Warranty or Service Contract period, or due to liability under any such implied warranty or merchantability but only for the amount of such cost in excess of the Deductible amount stated in the Warranties and/or Service Contracts issued by or on behalf of the Insured.

If the covered Losses are not paid by the Insured within sixty (60) days after proof of loss has been filed by the Holder, or in the event the Insured is no longer in business, the Holder may file a claim for such Losses directly with the Company. The Policy provides for direct coverage to the Holder if the Insured fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with the Insured.

The termination of the Insurance Policy shall not affect or reduce the Company's obligations to, or responsibility for payment of Losses arising from Warranties or Service Contracts issued during the term of the Policy and in accordance with the terms and conditions of the Policy.

The Company's liability under this Policy shall be equal to the amount(s) as determined under the Warranties and/or Service Contracts. In the event the value of the Product is not clearly defined by the Warranty or Service Contract, the value shall be determined as described in the General Services Agreement. In no event, shall such coverage include liability for bodily or other personal injury or property damage, other than damage to the Covered Product as provided under the applicable Warranty or Service Contract.

We will pay the manufacturer's deductible for repairs to parts covered hereunder with respect to Warranties and Service Contracts less the Deductible as set forth in the Warranties and Service Contracts.

In the event the Insured becomes unable to fulfill its administrative obligations under the Warranty and/or Service Contracts covered under this Policy, the Company will assume responsibility for administration of claims and cancellations made by Holders and the cost of such administration. The Company will do so in accordance with the terms and conditions of the Warranty and/or Service Contracts and subject to the allowance of a reasonable amount of time for the Company to make necessary arrangements to assume these responsibilities.

SECTION II: DEFINITIONS

"Anniversary Date" if the Policy allows for automatic renewal it means the date (Month and Day) that the Policy renews each year, as indicated on the declarations page. In cases of nonrenewal it is the date (Month and Day) prior to which the Company is required to provide notice to the Insured of nonrenewal.

"Company", "We", "Us", "Our(s)" means or refers to General Fidelity Insurance Company.

"Commissioner" means the head of the state regulatory department, commission, bureau, or office, which has authority over the type of business contemplated by the Warranties and/or Service Contracts.

"**Cost(s)**" means the reasonable and customary charges determined in accordance with procedures specified by the Company for parts and/or labor to repair or replace Covered Products.

"**Covered Product**" or "**Product**" means the product for which a Warranty or Service Contract has been issued by or on behalf of the Insured during the Policy term and is listed on the schedule of approved products included with the applicable Warranty or Service Contract in the Schedule of Contracts.

"**Deductible**" means the amount that shall be deducted from the cost of repair or replacement of each Covered Product as set forth in the Warranties and Service Contracts.

"**General Services Agreement**" means the agreement between the Company and the Insured which, among other things, defines terms and conditions for the administration of Insured's Warranty or Service Contract program(s).

"**Holder**" means a person or legal entity who purchased, was issued, has otherwise acquired, or is a permitted transferee of a Warranty or Service Contract issued by or on behalf of the Insured, in accordance with the terms of such Warranty or Service Contract and the General Services Agreement.

"**Insured**", "**You**", "**Your(s)**" has the meaning set forth in the Declarations of this Policy.

"**Loss(es)**" means the reasonable and customary Costs the Insured is legally obligated to pay in the repair or replacement of Covered Products, subject to and in accordance with the terms and conditions of the applicable Warranty or Service Contract.

"**Mechanical Breakdown or Failure**" means the inability, because of a defect or faulty workmanship, of any covered component(s) under a Warranty or Service Contract which has received manufacturer's recommended service, to perform the function or functions for which it was designed.

"**Policy**" means this Contractual Liability Reimbursement Insurance Policy.

"**Policy Period**" has the meaning set forth in the Declarations of this Policy.

"**Service Contract(s)**" means the form of service contract approved in writing by the Company and issued by or on behalf of the Insured to a purchaser of a Product under the Insured's program, per the General Services Agreement and otherwise meets the requirements for coverage under this Policy. Specimen copies of each Service Contract form must be attached in the Schedule of Contracts, and include a schedule of all products for which the Service Contract may be sold and the loss reserves.

"**Warranty(ies)**" or "**Limited Warranty(ies)**" means the form of warranty approved in writing by the Company and issued by the Insured to a purchaser of a Product from the Insured, as part of the purchase price of the product and not for any separate consideration, under the Insured's program, per the General Services Agreement and otherwise meets the requirements for coverage under this Policy. Specimen copies of each Warranty form must be attached in the Schedule of Contracts, and include a schedule of all products for which the Warranty may be included and the loss reserves.

SECTION III: EXCLUSIONS

Notwithstanding anything herein contained, this Policy does **NOT** cover:

1. Any loss caused by or contributed to by a dishonest, criminal or fraudulent act of the Insured, a partner thereof, or any director, officer, trustee, agent, representative or independent contractor thereof;
2. Any repairs or replacements performed under Warranties or Service Contracts to which the Insured has not met the terms and conditions of this Policy or the General Services Agreement;
3. Any claim resulting from fraud, misrepresentation, or violation of any law or of any error, omission, negligence, or mistake in negotiating the sale of or in the issuing of a Warranty or

Service Contract or improperly performing or failing to perform service, repair, or replacement there under;

4. Any liability of the Insured for compensatory, incidental, consequential or punitive damages imposed upon the Insured in lawsuits or other actions by holders of Warranties or Service Contracts or to costs incurred on behalf of the Insured in defense of such suits or actions;
5. Any Loss arising from fines and penalties and all third-party damage or claims other than those covered by the terms and conditions of the Warranties or Service Contract(s), damages not covered include, but are not limited to, bodily injury, property damage, or punitive, consequential, special, multiple or exemplary damages for bad faith arising out of work performed or failed to have been performed by or on behalf of the Insured under such Warranties or Service Contracts, breach of any implied warranties of fitness or merchantability, any and all liabilities for negligence and any and all liabilities or obligations extending to anyone other than the Holder;
6. Any extra-contractual obligations incurred by the Insured or any of the Insured's representatives, employees, or contractors;
7. Any Loss caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such Loss be direct or indirect, proximate or remote, or be in whole or part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy;
8. Any Loss caused by hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual impending or expected attack, (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by an agent of any such government, power, authority or forces; any weapon of war employing atomic fission or radioactive force whether in time of peace or war; insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
9. Any Loss arising from any liability assumed by the Insured or the Holder by any contract or agreement, except the Warranty or Service Contract;
10. Any Loss while the Covered Product is used in any illicit trade or transportation or in the commission of a crime, to a Covered Product that is rented, leased or becomes the subject of a bailment by the Insured or Holder unless the Insured or Holder is regularly engaged in the trade or business of renting or leasing such Covered Product; or
11. Any loss to any Covered Product, which is set forth in the exclusions section of the applicable Warranty or Service Contract issued to the Holder.

SECTION IV: CONDITIONS

1. **INSPECTION AND AUDIT:** The Company shall have the right to audit any books, records, data, information, bank accounts, financial statements, journals, ledgers, or other documents of the Insured that relate to matters under this Policy solely for purposes of determining compliance with this Policy. The Company shall provide the Insured written notice of such audit prior to the scheduled audit date, per the terms of the General Services Agreement. All audit costs shall be paid by the Company. The Insured agrees to provide to the Company or any representative of the Company access to any office of the Insured and to all items reasonably required to conduct an audit during reasonable business hours.
2. **PREMIUM PROVISIONS:** Upon the inception of coverage as provided by this Policy, the insurance premium for such coverage shall be fully earned by the Company and no part thereof shall be refundable by the Company to the Insured, except:
 - a) This provision shall be amended to conform to specific cancellation requirements of a lien holder; and
 - b) A partial refund of insurance premium shall be made by the Company to the Insured for each Warranty or Service Contract cancelled by a Holder in accordance with the terms and conditions of the applicable Warranty or Service Contract.

Loss reserves are as described in the General Services Agreement. Premiums under this Policy shall be specified by endorsement and shall be due monthly for all Warranty or Service Contracts processed and issued pursuant to the General Services Agreement.

3. **MONTHLY REPORTING PROVISION:** The Insured shall maintain and keep an accurate record of all Warranties and Service Contracts sold and issued by it and, shall report and remit to the Company insurance premiums due from the Insured to the Company with respect to each Warranty Contract per the terms of the General Services Agreement. The Company shall not be liable under any Warranty or Service Contract issued by the Insured unless so reported. In the event of Policy cancellation, the Insured shall report all Warranty Contracts issued up to and including the date the cancellation becomes effective.
4. **NOTICE OF LOSS:** The Insured shall handle all Holder requests for benefits under Warranties or Service Contracts in accordance with the General Services Agreement. Failure by a Holder to report a Loss and to file such proof of loss as provided in such Warranty or Service Contract shall not invalidate any claim made under this Policy for such Loss if it was not reasonable to provide notice sooner, and notice was provided as soon as possible. The Insured shall provide the Company proof of loss and notice of claim as described in the Monthly Reporting Provision, above.
5. **PRE-EXISTING CONDITIONS:** All components of the Product sold must be operating properly in accordance with manufacturer's specifications to qualify for coverage under this Policy.
6. **NO BENEFIT TO BAILEE:** The insurance afforded by this Policy shall not inure directly or indirectly to the benefit of any carrier or bailee for hire or any chattel mortgagee.
7. **PAYMENT FOR LOSS:** Payment for Loss may not be required nor shall action lie against the Company unless, as conditions precedent thereto, the Insured shall have fully complied with all terms of this Policy and the amount of Loss shall have been determined as provided in this Policy. It is also a condition of this insurance, precedent to payment of any claim under this Policy, that the Insured, an authorized representative of the Insured or someone authorized by the terms and conditions of the Warranty or Service Contract shall have performed the repair and/or replacement on which the claim is based in accordance with the terms and conditions of such Warranty or Service Contract, and the claim is authorized by the Company per the terms and conditions of the General Services Agreement.
8. **ASSIGNMENT:** This Policy is a personal contract to the Insured; any purported assignment of the Policy or any interest in the Policy by the Insured or transfer of interest by operation of law or any act of insolvency on the part of the Insured shall immediately render this Policy canceled as of such date. Any assignment of interest under this Policy shall not bind the Company and be of no force or effect. Insolvency of the Insured does not however release the Company from its responsibility under this Policy to pay losses arising from Warranties or Service Contracts issued in accordance with the terms and conditions of this Policy during the Policy Period.
9. **APPROVED SERVICE AND WARRANTY CONTRACTS:** It is a condition of this insurance that the Warranty or Service Contracts issued by the Insured are identical to the specimen copy(s) on file with and approved by the Company (attached hereto in the Schedule of Contracts) and will remain unaltered unless the Company is duly notified of any proposed alteration and prior written consent to such proposed alteration is given by the Company. The Insured shall not waive or fail to enforce any term, condition or provision of any Warranty or Service Contract without the Insured's receipt of the prior written consent of the Company of such waiver or failure.
10. **TERRITORY:** This Policy covers only Warranties or Service Contracts sold and issued by the Insured within the United States to Holders that reside within the United States or Canada. Further, the Policy only applies to mechanical breakdown or failure occurring within the United

States and Canada, unless otherwise specifically covered under the terms and conditions of the Service Contract or Warranty.

11. **SUBROGATION:** In the event of any payment made by the Company under this Policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization, and the Insured shall execute and deliver to the Company documents, instruments and papers and do whatever else is necessary to permit the Company to secure and enforce such rights. The Insured shall do nothing after any Loss to prejudice such rights.
12. **PROOF OF LOSS:** It is a condition of this Policy that the Holder of a Warranty or Service Contract will be required to prove, according to the terms and conditions of the underlying Warranty or Service Contract any Loss sustained as a precedent to payment of any claim under this Policy.
13. **SALVAGE & RECOVERY:** All salvages, recoveries and payments received subsequent to a Loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.
14. **ASSISTANCE AND COOPERATION OF THE INSURED:** The Insured shall cooperate with this Company and, upon this Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. At the Company's request, the Insured shall assist in making and enforcing any right or contribution or indemnify against any manufacturer or other person who may be responsible to the Insured for the cost of repairs and/or replacement with respect to which insurance is afforded under this Policy. Unless expressly authorized in advance by the Company, the Insured shall not, except at Insured's own cost, assume any obligation or incur any expense in respect to claims under Warranties or Service Contracts issued on behalf of the Insured.
15. **CONFORMITY OF STATUTE:** The terms of this Policy, which are in conflict with the statutes of the State wherein this Policy is issued, are hereby deemed to be amended to conform to such statutes.
16. **OTHER INSURANCE:** If, at the time of Loss hereunder, there is any other insurance for such Loss in the name of or for the benefit of the Insured, the insurance provided by this Policy shall be considered as excess insurance and shall not apply to nor contribute to the payment of any Loss until all such other insurance shall have been exhausted.
17. **CHANGES:** This Policy, including the Declarations Page, terms, conditions, limitations, exceptions, and exclusions, together with the endorsements and attached papers, if any, constitutes the entire Policy. No change in the Policy shall be endorsed hereon or attached thereto without the prior written approval of the Company. No agent has authority to change the Policy or to waive any of its provisions. To the extent of any conflict between this Policy and the General Services Agreement, the terms and conditions of the Policy will control.
18. **ACTION AGAINST COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms and conditions of this Policy.
19. **SERVICE OF SUIT:** In the event the Company fails to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Further, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer (if specified for that purpose in any relevant statute) or his successor or successors in office, as the Company's true and lawful attorney upon whom, at his offices in the state where the Insured resides, may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the

Insured arising out of this contract of insurance, and hereby designates the following as the person to whom the said officer is authorized to mail such process or a true copy thereof:

General Fidelity Insurance Company
201 N Tryon Street
NC1-022-05-01
Charlotte, NC 28255

20. **DEFENSE AND SETTLEMENT:** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought against the Insured; however, the Company shall have the right, and shall be afforded the opportunity, to associate with the Insured in the defense and control of any claim or suit.
21. **FRAUD AND MISREPRESENTATION:** This Policy shall be void if the Insured has concealed or misrepresented or created any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or submission of false or inflated claims or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a Loss.
22. **TERM AND CANCELLATION:** The Policy Period shall be as of the effective date on the Declarations page and remain in force unless either the Insured or the Company gives prior written notice to the other party of its intention not to renew this Policy. Prior written notice of non-renewal of this Policy by the Company must be mailed to the Insured at least ninety (90) days prior to the Anniversary Date. Should the Company choose to change the Policy limits, type of coverage, reduce coverage, increase the deductible, add an exclusion(s), or increase premium by more than ten (10%), the Company must mail to the Insured at the address shown in the Declarations prior written notice of conditional renewal, not less than ninety (90) days prior to the Anniversary Date.

This Policy may be canceled at any time by the Insured by mailing to the Company written notice of cancellation stating when thereafter such cancellation shall be effective. This Policy may be canceled by the Company by mailing to the Insured, at the address shown in the Declarations, written notice of cancellation stating the reason for cancellation and a date not less than ninety days (90) days thereafter when such cancellation shall be effective. The Company may cancel the Policy in this manner only in one or more of the following conditions:

- this Policy has been in effect for less than sixty (60) days;
- the Insured has failed to pay premium(s) when due;
- there has been a material increase in the hazard insured against which the Company could not have reasonably foreseen at the time the Policy was issued;
- fraud or misrepresentation is discovered on the part of the Insured or the Insured's representative or employee in obtaining this Policy or submission of a claim hereunder; or
- if the Superintendent, Commissioner, or Director of Insurance determines that continuing the Policy would jeopardize the Company's solvency, would place the Company in violation of any law or regulation, or finds other reason this Policy should be cancelled.

The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. Cancellation of this Policy, expiration or any other withdrawal of coverage shall not reduce the Company's liability for claims incurred by the Insured under Warranty or Service Contracts sold and issued by the Insured prior to the date on which cancellation, expiration or withdrawal takes effect, even if such claims are incurred after the date of cancellation, expiration or any other withdrawal of coverage of this Policy.

As may be required by applicable state law and notwithstanding other terms and provisions of this Policy, this Policy will not be terminated unless written notice of the intent to terminate this Policy

has been provided to the Commissioner no less than sixty (60) days prior to the effective date of the termination, or as otherwise defined by law.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed and attested.

Authorized Signature

SCHEDULE OF CONTRACTS

See attached

GENERAL FIDELITY INSURANCE COMPANY

201 North Tryon Street, NC1-022-05-01
Charlotte, NC 28255
866-763-7790

Contractual Liability Reimbursement Insurance Policy DECLARATIONS

PRODUCER: _____ POLICY NUMBER: _____

NAMED INSURED:

POLICY PERIOD: Effective Date: 12:01a.m. on _____ Anniversery Date: _____
(Month/Day/Year) (Month/Day)

EXPIRATION DATE: Until cancellation or non-renewal as termed in the Policy.

This Policy will automatically renew at 12:01 a.m. Standard Time at the address of the Insured as stated herein on the Policy Anniversary Date shown above for additional subsequent Policy Periods of one year, unless cancelled or non-renewed according to the terms of this Policy.

PREMIUM: Premium due per Service Contract or Warranty shall be specified by endorsement. Premiums shall be calculated and remitted monthly.

LIMIT OF LIABILITY PER SERVICE CONTRACT OR WARRANTY: Coverage for each Service Contract or Warranty under this Policy shall be limited to the maximum benefit payable to a Holder under the applicable Service Contract or Warranty.

AGGREGATE LIMIT OF LIABILITY: The Company's total liability under this Policy shall be in excess of any deductible under this Policy and shall be specified by endorsement.

THIS POLICY APPLIES ONLY TO SERVICE CONTRACTS OR WARRANTIES ISSUED BY THE INSURED DURING THE POLICY TERM FOR WHICH CONTRACT FORMS HAVE BEEN APPROVED IN WRITING BY THE COMPANY AND ATTACHED TO THIS POLICY IN THE SCHEDULE OF CONTRACTS.

The Insured represents and warrants to the Company that all Service Contracts or Warranties issued by the Insured comply with all applicable laws. The Insured represents and warrants that it will administer the program(s) and comply with all other terms and conditions in accordance with the Service Contracts and/or Warranties and this Policy.

The Insured agrees to defend, indemnify and hold harmless the Company from and against any claims, costs, expenses, losses, damages, liabilities or judgments arising out of any alleged or actual breach of the applicable representations and warranties above.

By acceptance of this Policy, the Insured agrees that the statements herein are its agreements and representations, that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between itself and the Company or any of its agents relating to this insurance.

INSURED
DATE: _____

AUTHORIZED REPRESENTATIVE
DATE: _____

SECTION I: INSURING AGREEMENTS

The Company, in consideration of the payment of the premium, in reliance upon the statements of the Insured provided during application for this insurance and in the Declarations, and subject to all the terms of this Policy, agrees with the Insured named in the Declarations as follows:

Notwithstanding anything stated below, this Policy applies to Warranties and Service Contracts, Warranties only, or Service Contracts only as indicated in the Declarations and Schedule of Contracts.

The Company will reimburse, or at its option, may elect to pay on behalf of, the Insured, all Losses that the Insured is legally obligated to pay to fulfill the Insured's contractual obligations under the Warranties or Service Contracts issued by the Insured during the Policy term. Coverage will apply to the Product as described in the Warranties and/or Service Contracts when such repair or replacement is required due to a mechanical breakdown or failure caused by a defect in any such part during the Warranty or Service Contract period, or due to liability under any such implied warranty or merchantability but only for the amount of such cost in excess of the Deductible amount stated in the Warranties and/or Service Contracts issued by or on behalf of the Insured.

If the covered Losses are not paid by the Insured within sixty (60) days after proof of loss has been filed by the Holder, or in the event the Insured is no longer in business, the Holder may file a claim for such Losses directly with the Company. The Policy provides for direct coverage to the Holder if the Insured fails to pay or provide service on a claim within sixty (60) days after proof of loss has been filed with the Insured.

The termination of the Insurance Policy shall not affect or reduce the Company's obligations to, or responsibility for payment of Losses arising from Warranties or Service Contracts issued during the term of the Policy and in accordance with the terms and conditions of the Policy.

The Company's liability under this Policy shall be equal to the amount(s) as determined under the Warranties and/or Service Contracts. The actual cash value of the Product shall be determined in accordance with the applicable Warranty or Service Contract, or absent clear definition by a competent industry source as determined by the Company, without regard to the breakdown covered by the applicable Warranty or Service Contract. In no event, shall such coverage include liability for bodily or other personal injury or property damage, other than damage to the Covered Product as provided under the applicable Warranty or Service Contract.

We will pay the manufacturer's deductible for repairs to parts covered hereunder with respect to Warranties and Service Contracts less the Deductible as set forth in the Warranties and Service Contracts.

In the event the Insured becomes unable to fulfill its administrative obligations under the Warranty and/or Service Contracts covered under this Policy, the Company will assume responsibility for administration of claims and cancellations made by Holders and the cost of such administration. The Company will do so in accordance with the terms and conditions of the Warranty and/or Service Contracts and subject to the allowance of a reasonable amount of time for the Company to make necessary arrangements to assume these responsibilities.

SECTION II: DEFINITIONS

"Anniversary Date" if the Policy allows for automatic renewal it means the date (Month and Day) that the Policy renews each year, as indicated on the declarations page. In cases of nonrenewal it is the date (Month and Day) prior to which the Company is required to provide notice to the Insured of nonrenewal.

"Company", "We", "Us", "Our(s)" means or refers to General Fidelity Insurance Company.

"Commissioner" means the head of the state regulatory department, commission, bureau, or office, which has authority over the type of business contemplated by the Warranties and/or Service Contracts.

"Cost(s)" means the reasonable and customary charges determined in accordance with procedures specified by the Company for parts and/or labor to repair or replace components which are covered by and described in the Warranties and Service Contracts issued by or on behalf of the Insured during the Policy term.

"Covered Product" or "Product" means the product for which a Warranty or Service Contract has been issued by or on behalf of the Insured during the Policy term. The product must otherwise meet the requirements of the applicable Warranty or Service Contract to be eligible for coverage under this Policy. The product must be included on the schedule of approved products that is included with each Warranty or Service Contract in the Schedule of Contracts.

"Deductible" means the amount that shall be deducted from the cost of repair or replacement of each covered component or from the total cost of two or more covered components whose mechanical breakdown occurred at the same time as set forth in the Warranties and Service Contracts.

"Holder" means a person or legal entity that has purchased and owns a Warranty or Service Contract issued by or on behalf of the Insured, or is a permitted transferee in accordance with the terms and conditions of such Warranty or Service Contract, which is currently in force.

"Insured", "You", "Your(s)" has the meaning set forth in the Declarations of this Policy.

"Loss(es)" means the reasonable and customary Costs the Insured is obligated to pay in the repair or replacement of Covered Products, subject to and in accordance with the terms and conditions of the applicable Warranty or Service Contract.

"Mechanical Breakdown or Failure" means the inability, because of a defect or faulty workmanship, of any covered component(s) under a Warranty or Service Contract which has received manufacturer's recommended service, to perform the function or functions for which it was designed.

"Policy" means this Contractual Liability Reimbursement Insurance Policy.

"Policy Period" has the meaning set forth in the Declarations of this Policy.

"Service Contract(s)" means the form of service contract approved in writing by the Company and issued by or on behalf of the Insured to a purchaser of a Product under the Insured's program and otherwise meets the requirements for coverage under this Policy. Specimen copies of each Service Contract form must be attached in the Schedule of Contracts, and include a schedule of all products for which the Service Contract may be sold and the loss reserves.

"Warranty(ies)" or "Limited Warranty(ies)" means the form of warranty approved in writing by the Company and issued by the Insured to a purchaser of a Product from the Insured, as part of the purchase price of the product and not for any separate consideration, under the Insured's program and otherwise meets the requirements for coverage under this Policy. Specimen copies of each Warranty form must be attached in the Schedule of Contracts, and include a schedule of all products for which the Warranty may be included and the loss reserves.

SECTION III: EXCLUSIONS

Notwithstanding anything herein contained, this Policy does **NOT** cover:

1. Any loss caused by or contributed to by a dishonest, criminal or fraudulent act of the Insured, a partner thereof, or any director, officer, trustee, agent, representative or independent contractor thereof;

2. Any repairs or replacements performed under Warranties or Service Contracts to which the Insured has not met the terms and conditions of this Policy;
3. Any claim resulting from fraud, misrepresentation, or violation of any law or of any error, omission, negligence, or mistake in negotiating the sale of or in the issuing of a Warranty or Service Contract or improperly performing or failing to perform service, repair, or replacement thereunder;
4. Any liability of the Insured for compensatory, incidental, consequential or punitive damages imposed upon the Insured in lawsuits or other actions by holders of Warranties or Service Contracts or to costs incurred on behalf of the Insured in defense of such suits or actions;
5. Any Loss arising from fines and penalties and all third-party damage or claims other than those covered by the terms and conditions of the Warranties or Service Contract(s), damages not covered include, but are not limited to, bodily injury, property damage, or punitive, consequential, special, multiple or exemplary damages for bad faith arising out of work performed or failed to have been performed by or on behalf of the Insured under such Warranties or Service Contracts, breach of any implied warranties of fitness or merchantability, any and all liabilities for negligence and any and all liabilities or obligations extending to anyone other than the Holder;
6. Any extra-contractual obligations incurred by the Insured or any of the Insured's representatives, employees, or contractors;
7. Any Loss caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such Loss be direct or indirect, proximate or remote, or be in whole or part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy;
8. Any Loss caused by hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual impending or expected attack, (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by an agent of any such government, power, authority or forces; any weapon of war employing atomic fission or radioactive force whether in time of peace or war; insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
9. Any Loss arising from any liability assumed by the Insured or the Holder by any contract or agreement, except the Warranty or Service Contract;
10. Any Loss while the Covered Product is used in any illicit trade or transportation or in the commission of a crime, to a Covered Product that is rented, leased or becomes the subject of a bailment by the Insured or Holder unless the Insured or Holder is regularly engaged in the trade or business of renting or leasing such Covered Product; or
11. Any loss to any Covered Product, which is set forth in the exclusions section of the applicable Warranty or Service Contract issued to the Holder.

SECTION IV: CONDITIONS

1. **INSPECTION AND AUDIT:** The Company shall have the right to audit any books, records, data, information, bank accounts, financial statements, journals, ledgers, or other documents of the Insured that relate to matters under this Policy solely for purposes of determining compliance with this Policy. The Company shall provide the Insured written notice of such audit at least five (5) business days prior to the scheduled audit date. All audit costs shall be paid by the Company. The Insured agrees to provide to the Company or any representative of the Company access to any office of the Insured and to all items reasonably required to conduct an audit during reasonable business hours.
2. **PREMIUM PROVISIONS:** Upon the inception of coverage as provided by this Policy, the insurance premium for such coverage shall be fully earned by the Company and no part thereof shall be refundable by the Company to the Insured, except:
 - a) This provision shall be amended to conform to specific cancellation requirements of a lien holder; and

- b) A partial refund of insurance premium shall be made by the Company to the Insured for each Warranty or Service Contract cancelled by a Holder in accordance with the terms and conditions of the applicable Warranty or Service Contract.

Amounts held for loss reserves are to be determined and periodically updated by the Company. Premiums under this Policy shall be specified by endorsement and shall be due monthly for all Warranty or Service Contracts sold or issued in the prior month.

3. **MONTHLY REPORTING PROVISION:** The Insured shall maintain and keep an accurate record of all Warranties and Service Contracts sold and issued by it and, shall report and remit to the Company insurance premiums due from the Insured to the Company with respect to each Warranty Contract by the twenty-fifth (25th) of the month following the month in which such Warranty or Service Contracts are sold and issued by the Insured. The Company shall not be liable under any Warranty or Service Contract issued by the Insured unless so reported. In the event of Policy cancellation, the Insured shall report all Warranty Contracts issued up to and including the date the cancellation becomes effective.
4. **NOTICE OF LOSS:** The Insured shall handle all Holder requests for benefits under Warranties or Service Contracts in accordance with the Warranties or Service Contracts and this Policy. Failure by a Holder to report a Loss and to file such proof of loss as provided in such Warranty or Service Contract shall not invalidate any claim made under this Policy for such Loss if it was not reasonable to provide notice sooner, and notice was provided as soon as possible. The Insured shall provide the Company proof of loss and notice of claim as described in the Monthly Reporting Provision, above.
5. **PRE-EXISTING CONDITIONS:** All components of the Product sold must be operating properly in accordance with manufacturer's specifications to qualify for coverage under this Policy.
6. **NO BENEFIT TO BAILEE:** The insurance afforded by this Policy shall not inure directly or indirectly to the benefit of any carrier or bailee for hire or any chattel mortgagee.
7. **PAYMENT FOR LOSS:** Payment for Loss may not be required nor shall action lie against the Company unless, as conditions precedent thereto, the Insured shall have fully complied with all terms of this Policy and the amount of Loss shall have been determined as provided in this Policy. It is also a condition of this insurance, precedent to payment of any claim under this Policy, that the Insured, an authorized representative of the Insured or someone authorized by the terms and conditions of the Warranty or Service Contract shall have performed the repair and/or replacement on which the claim is based in accordance with the terms and conditions of such Warranty or Service Contract, after having received prior authorization from the Company or its designated agent.
8. **ASSIGNMENT:** This Policy is a personal contract to the Insured; any purported assignment of the Policy or any interest in the Policy by the Insured or transfer of interest by operation of law or any act of insolvency on the part of the Insured shall immediately render this Policy canceled as of such date. Any assignment of interest under this Policy shall not bind the Company and be of no force or effect. Insolvency of the Insured does not however release the Company from its responsibility under this Policy to pay losses arising from Warranties or Service Contracts issued in accordance with the terms and conditions of this Policy during the Policy Period.
9. **APPROVED SERVICE AND WARRANTY CONTRACTS:** It is a condition of this insurance that the Warranty or Service Contracts issued by the Insured are identical to the specimen copy(s) on file with and approved by the Company (attached hereto in the Schedule of Contracts) and will remain unaltered unless the Company is duly notified of any proposed alteration and prior written consent to such proposed alteration is given by the Company. The Insured shall not waive or fail to enforce any term, condition or provision of any Warranty or Service Contract without the Insured's receipt of the prior written consent of the Company of such waiver or failure.

10. **TERRITORY:** This Policy covers only Warranties or Service Contracts sold and issued by the Insured within the United States to Holders that reside within the United States. Further, the Policy only applies to mechanical breakdown or failure occurring within the United States and Canada.
11. **SUBROGATION:** In the event of any payment made by the Company under this Policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization, and the Insured shall execute and deliver to the Company documents, instruments and papers and do whatever else is necessary to permit the Company to secure and enforce such rights. The Insured shall do nothing after any Loss to prejudice such rights.
12. **PROOF OF LOSS:** It is a condition of this Policy that the Holder of a Warranty or Service Contract will be required to prove, according to the terms and conditions of the underlying Warranty or Service Contract any Loss sustained as a precedent to payment of any claim under this Policy.
13. **SALVAGE & RECOVERY:** All salvages, recoveries and payments received subsequent to a Loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.
14. **ASSISTANCE AND COOPERATION OF THE INSURED:** The Insured shall cooperate with this Company and, upon this Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits. At the Company's request, the Insured shall assist in making and enforcing any right or contribution or indemnify against any manufacturer or other person who may be responsible to the Insured for the cost of repairs and/or replacement with respect to which insurance is afforded under this Policy. Unless expressly authorized in advance by the Company, the Insured shall not, except at Insured's own cost, assume any obligation or incur any expense in respect to claims under Warranties or Service Contracts issued on behalf of the Insured.
15. **CONFORMITY OF STATUTE:** The terms of this Policy, which are in conflict with the statutes of the State wherein this Policy is issued, are hereby deemed to be amended to conform to such statutes.
16. **OTHER INSURANCE:** If, at the time of Loss hereunder, there is any other insurance for such Loss in the name of or for the benefit of the Insured, the insurance provided by this Policy shall be considered as excess insurance and shall not apply to nor contribute to the payment of any Loss until all such other insurance shall have been exhausted.
17. **CHANGES:** This Policy, including the Declarations Page, terms, conditions, limitations, exceptions, and exclusions, together with the endorsements and attached papers, if any, constitutes the entire Policy. No change in the Policy shall be endorsed hereon or attached thereto without the prior written approval of the Company. No agent has authority to change the Policy or to waive any of its provisions.
18. **ACTION AGAINST COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms and conditions of this Policy.
19. **SERVICE OF SUIT:** In the event the Company fails to pay any amount claimed to be due hereunder, the Company, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such court. Further, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer (if specified for that purpose in any relevant statute) or his successor or successors in office, as the Company's true

and lawful attorney upon whom, at his offices in the state where the Insured resides, may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured arising out of this contract of insurance, and hereby designates the following as the person to whom the said officer is authorized to mail such process or a true copy thereof:

General Fidelity Insurance Company
201 N Tryon Street
NC1-022-05-01
Charlotte, NC 28255

20. **DEFENSE AND SETTLEMENT:** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought against the Insured; however, the Company shall have the right, and shall be afforded the opportunity, to associate with the Insured in the defense and control of any claim or suit.
21. **FRAUD AND MISREPRESENTATION:** This Policy shall be void if the Insured has concealed or misrepresented or created any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or submission of false or inflated claims or false swearing by the Insured touching any matter relating to this insurance or the subject thereof, whether before or after a Loss.
22. **TERM AND CANCELLATION:** The Policy Period shall be as of the effective date on the Declarations page and remain in force unless either the Insured or the Company gives prior written notice to the other party of its intention not to renew this Policy. Prior written notice of non-renewal of this Policy by the Company must be mailed to the Insured at least ninety (90) days prior to the Anniversary Date. Should the Company choose to change the Policy limits, type of coverage, reduce coverage, increase the deductible, add an exclusion(s), or increase premium by more than ten (10%), the Company must mail to the Insured at the address shown in the Declarations prior written notice of conditional renewal, not less than ninety (90) days prior to the Anniversary Date.

This Policy may be canceled at any time by the Insured by mailing to the Company written notice of cancellation stating when thereafter such cancellation shall be effective. This Policy may be canceled by the Company by mailing to the Insured, at the address shown in the Declarations, written notice of cancellation stating the reason for cancellation and a date not less than ninety days (90) days thereafter when such cancellation shall be effective. The Company may cancel the Policy in this manner only in one or more of the following conditions:

- this Policy has been in effect for less than sixty (60) days;
- the Insured has failed to pay premium(s) when due;
- there has been a material increase in the hazard insured against which the Company could not have reasonably foreseen at the time the Policy was issued;
- fraud or misrepresentation is discovered on the part of the Insured or the Insured's representative or employee in obtaining this Policy or submission of a claim hereunder; or
- if the Superintendent, Commissioner, or Director of Insurance determines that continuing the Policy would jeopardize the Company's solvency, would place the Company in violation of any law or regulation, or finds other reason this Policy should be cancelled.

The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing. Cancellation of this Policy, expiration or any other withdrawal of coverage shall not reduce the Company's liability for claims incurred by the Insured under Warranty or Service Contracts sold and issued by the Insured prior to the date on which cancellation, expiration or withdrawal takes effect, even if such claims are incurred after the date of cancellation, expiration or any other withdrawal of coverage of this Policy.

As may be required by applicable state law and notwithstanding other terms and provisions of this Policy, this Policy will not be terminated unless written notice of the intent to terminate this Policy has been provided to the Commissioner no less than sixty (60) days prior to the effective date of the termination, or as otherwise defined by law.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed and attested.

Authorized Signature

Authorized Signature

SCHEDULE OF CONTRACTS

See attached

GENERAL FIDELITY INSURANCE COMPANY

PREMIUM ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Contractual Liability Reimbursement Insurance Policy

This endorsement applies only to the following Warranties and Service Contracts, included in the Schedule of Contracts:

Premium shall be calculated monthly and shall be equal to \$_____ plus _____% of loss reserves for each Warranty or Service Contract issued during the policy term subject to a maximum of \$_____.

INSURED

DATE: _____

AUTHORIZED REPRESENTATIVE

DATE: _____

GENERAL FIDELITY INSURANCE COMPANY

COINSURANCE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Contractual Liability Reimbursement Insurance Policy

This endorsement applies only to the following Warranties and Service Contracts, included in the Schedule of Contracts:

The following paragraphs are hereby added to the policy:

Coinsurance:

Subject to all terms, conditions, exclusions and limitations contained in the policy, the Company shall pay _____% of Losses _____, the Insured is obligated to pay the remaining _____% of said Losses as coinsurance. This shall in no way affect, negate, or diminish the rights of any Holder of a Warranty or Service Contract insured under this policy to file a direct claim with the Company in accord with the provisions of the policy.

Conformity with Other Policy Provisions:

All provisions of the policy shall be deemed modified to the extent necessary to conform to the preceding paragraphs.

INSURED

AUTHORIZED REPRESENTATIVE

DATE: _____

DATE: _____

GENERAL FIDELITY INSURANCE COMPANY

AGGREGATE DEDUCTIBLE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Contractual Liability Reimbursement Insurance Policy

This endorsement applies only to the following Warranties and Service Contracts, included in the Schedule of Contracts:

The following paragraphs are hereby added to the policy:

Aggregate Deductible:

Subject to all terms, conditions, exclusions and limitations contained in the policy, the Company's obligation to pay or reimburse Losses under the policy shall extend only to those losses in excess of the Aggregate Deductible, as defined below. The Company shall not have any liability to the Insured under the policy until the Aggregate Deductible has been completely exhausted through the payment of Losses that would otherwise be covered under the policy, absent the Aggregate Deductible. The Aggregate Deductible shall in no way affect, negate, or diminish the rights of any Holder of a Warranty or Service Contract insured under this policy to file a direct claim with the Company in accord with the provisions of the policy.

Definition of Aggregate Deductible:

"Aggregate Deductible" means the aggregate sum of _____% of the Insured's loss reserve fund for each Warranty or Service Contract insured under this policy plus interest accrued, as mutually agreed upon by the Insured and the Company.

Conformity with Other Policy Provisions:

All provisions of the Policy shall be deemed modified to the extent necessary to conform to the foregoing paragraphs.

INSURED

AUTHORIZED REPRESENTATIVE

DATE: _____

DATE: _____

SERFF Tracking Number: GNFD-125385552 *State:* Arkansas
Filing Company: General Fidelity Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: SCCLP-11-07-F
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0004 Contractual Liability
Product Name: Contractual Liability Reimbursement Insurance of Service Contract Providers
Project Name/Number: SC CLP Forms filing/SCCLP-11-07-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GNFD-125385552 State: Arkansas
Filing Company: General Fidelity Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: SCCLP-11-07-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0004 Contractual Liability
Product Name: Contractual Liability Reimbursement Insurance of Service Contract Providers
Project Name/Number: SC CLP Forms filing/SCCLP-11-07-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 02/07/2008

Comments:

Attachment:

SCCLP-PCTD-FORMS 1_8_08.pdf

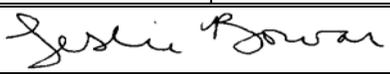
Property & Casualty Transmittal Document (Revised 1/1/06)

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

3. Group Name				Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	
General Fidelity Insurance Company	SC	30007	33-0242848	

5. Company Tracking Number	SCCLP-11-07-F
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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
Leslie Bowar NC1-022-05-01 201 N Tryon St Charlotte, NC 28255	Business Compliance Manager	704.388.4423 866.763.7790	704.387.1606	Leslie.a.bowar@banko famerica.com
7. Signature of authorized filer				
8. Please print name of authorized filer	Leslie Bowar			

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

9. Type of Insurance (TOI)	17.0
10. Sub-Type of Insurance (Sub-TOI)	17.0004
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Contractual Liability Reimbursement Insurance of Service Contract Providers
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 2/1/08 Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	1/8/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	SCCLP-11-07-F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Enclosed please find General Fidelity Insurance Company's (GFIC) Contractual Liability Reimbursement Insurance Policy of Service Contract Providers forms filing. The filing herein constitutes a new filing for the Company and does not replace any previously filed form. The corresponding rating manual pages will be submitted separately under company tracking number SCCLP-11-07-R

Your approval and/or acknowledgement of this submission is respectfully requested.

Respectfully submitted,

Leslie Bowar
Business Compliance Manager
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704.388.4423

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]
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Check #: Paid by EFT
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 #	SCCLP-11-07-F
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2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	SCCLP-11-07-R
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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	Contractual Liability Reimbursement Insurance Policy, Declarations Page	SCCLP-D1-001 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Contractual Liability Reimbursement Insurance Policy, Declarations Page	SCCLP-D1-0003S (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Premium Endorsement	CLP-PE-002 (10/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Coinsurance Endorsement	CLP-CIE-002 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Aggregate Deductible Endorsement	CLP-ADE-002	<input checked="" 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		