

SERFF Tracking Number: PRTB-125663204 State: Arkansas
Filing Company: Lyndon Property Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2004 Contractual Liability
Product Name: SLP-2007
Project Name/Number: SLP-2007/SLP-2007

Filing at a Glance

Company: Lyndon Property Insurance Company

Product Name: SLP-2007

SERFF Tr Num: PRTB-125663204 State: Arkansas

TOI: 17.2 Other Liability - Occurrence Only

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.2004 Contractual Liability

Co Tr Num:

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Author: Angela Prater

Disposition Date: 06/12/2008

Date Submitted: 06/03/2008

Disposition Status: Approved

Effective Date Requested (New): 06/03/2008

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: SLP-2007

Status of Filing in Domicile:

Project Number: SLP-2007

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 06/12/2008

State Status Changed: 06/12/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting the captioned for your review and approval. This is a new contractual liability policy filing and does not replace anything previously approved.

The policy will be issued to an administrator, dealer or manufacturer who, through a service contract, warranty or limited warranty, has agreed to provide services to a consumer who purchased for personal use a land motor vehicle, recreational travel trailer, or watercraft. In the event the insured is unable to perform or cause the performance of its contractual obligations in accordance with the service contract, warranty or limited warranty issued during the policy

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period, Lyndon Property Insurance Company will pay on behalf of the insured.

The captioned has been submitted in final print format. However, sections within brackets are variable and may change.

Company and Contact

Filing Contact Information

Angela Prater, Angela.Prater@protective.com
 14755 N. Outer Forty (800) 950-6060 [Phone]
 St. Louis, MO 63017 (636) 536-5990[FAX]

Filing Company Information

Lyndon Property Insurance Company CoCode: 35769 State of Domicile: Missouri
 14755 N. Outer Forty Road Group Code: 458 Company Type:
 Suite 400
 St. Louis, MO 63017 Group Name: State ID Number:
 (800) 950-6060 ext. [Phone] FEIN Number: 43-1139865

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lyndon Property Insurance Company	\$50.00	06/03/2008	20634038

SERFF Tracking Number: PRTB-125663204 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	06/12/2008	06/12/2008

SERFF Tracking Number: *PRTB-125663204* *State:* *Arkansas*
Filing Company: *Lyndon Property Insurance Company* *State Tracking Number:* *EFT \$50*
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TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2004 Contractual Liability*
Product Name: *SLP-2007*
Project Name/Number: *SLP-2007/SLP-2007*

Disposition

Disposition Date: 06/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTB-125663204 State: Arkansas
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 Company Tracking Number:
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2004 Contractual Liability
 Product Name: SLP-2007
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Contractual Liability Policy	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

SERFF Tracking Number: PRTB-125663204 State: Arkansas
 Filing Company: Lyndon Property Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number:
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2004 Contractual Liability
 Product Name: SLP-2007
 Project Name/Number: SLP-2007/SLP-2007

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractual Liability Policy	SLP-2311	4/08	Policy/Coverage Form		0.00	SLP-2311 0408.pdf
Approved	Arkansas Amendatory Endorsement	SLP-E2311-AR	4/08	Endorsement/Amendment/Conditions			SLP-E2311-AR 0408.pdf

LYNDON PROPERTY INSURANCE COMPANY
[14755 N. Outer Forty Road
St. Louis, MO 63017]
[1-800-950-6060]

CONTRACTUAL LIABILITY POLICY

POLICY NO:

DECLARATIONS

INSURED AND ADDRESS:

POLICY PERIOD:

FROM: _____ TO: _____
(12:01 A.M. Standard Time at the above address of the Insured)

LYNDON PROPERTY INSURANCE COMPANY, (herein called the “Company”), agrees with the Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to all the terms, conditions and exclusions of this Policy:

CONTRACTUAL INSURING AGREEMENTS

Company will pay on behalf of Insured the Insured’s contractual liability for damages or losses arising under a Service Contract, a Warranty, or a Limited Warranty approved by the Company and listed on Schedule A attached hereto, and issued by the Insured during the Policy Period only in the event the Insured is unable to perform or cause the performance of its contractual obligations in accordance with the Service Contract, Warranty, or Limited Warranty. In the event the Insured does not pay a valid claim within sixty (60) days after proof of loss covered by a Service Contract, Warranty, or Limited Warranty has been filed with the Insured, a holder of a Service Contract, Warranty, or Limited Warranty may file a direct claim against the Company.

DEFINITIONS

When used in this Policy (including endorsements forming a part hereof):

Vehicle means a land motor vehicle, recreational travel trailer, or watercraft used by a consumer for personal use which qualifies under a Service Contract, Warranty, or Limited Warranty.

Insured means the individual, entity or company listed on the Declarations as the Insured.

Policy Territory means the United States of America (excluding transportation to and from Alaska and Hawaii), or Canada.

Service Contract means the coverage stated in the service contract listed on Schedule A attached hereto. The service contract is on a Vehicle and is issued by the Insured during the Policy Period set forth in the Declarations. The service contract obligates the Insured to repair and/or replace certain defective covered parts on a Vehicle sold by a dealer.

Warranty or Limited Warranty means the coverage stated in the warranty or limited warranty listed on Schedule A attached hereto. The warranty or limited warranty is on a Vehicle and is issued by the Insured during the Policy Period set forth in the Declarations. The warranty or limited warranty obligates the Insured to repair and/or replace certain defective covered parts on a Vehicle sold by a dealer.

CONDITIONS

1. **TERRITORIAL LIMITS:** This Policy covers losses only within the limits of the Policy Territory.
2. **VALUATION:** Company shall not be liable beyond the actual cash value of the Vehicle at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material of like kind and quality.
3. **PREMIUM:** All premiums for this Policy shall be computed in accordance with the Company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein. The Insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company at the end of the Policy Period and at such times during the Policy Period as the Company may direct.
4. **INSPECTION AND AUDIT:** Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that such property or operations are in compliance with any law, rule or regulation.
5. **INSURED'S DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT:**
 - a. In the event of an occurrence, written notice containing particulars sufficient to identify the Insured and also reasonable obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of available witnesses, shall be given by or for the Insured to the Company or any of its authorized agents as soon as practicable, but in no event later than thirty (30) days after loss.
 - b. If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
 - c. The Insured shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and enforcing any right of contribution or indemnity against any person or organization whom may be liable to the Insured because of damage with respect to which insurance is afforded under this Policy.

6. **ACTION AGAINST COMPANY:** No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of an Insured's obligation to pay shall have been finally determined either by judgment against an Insured after actual trial or by written agreement of an Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or organization shall have any right under this Policy to join the Company as a party to any action against an Insured's liability, nor shall the company be impleaded by an Insured or his legal representative.

7. **OTHER INSURANCE:** The insurance afforded by this Policy is primary insurance except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and Insured has other insurance which is stated to be applicable to the loss on an excess of or contingent basis, the amount of the Company's liability under this Policy shall not be reduced by the existence of such other insurance. This is subject to Company's limited liability set forth in Section 2, Valuation.

When both this insurance and the other insurance of Insured apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this Policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- a. **CONTRIBUTION BY EQUAL SHARES:** If all such other valid and collectible insurance provides for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.
- b. **CONTRIBUTION BY LIMITS:** If any of such other insurance does not provide for contribution by equal shares, the Company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this Policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.
8. **SUBROGATION:** In the event of any payment(s) under this Policy, the Company shall be subrogated to all the Insured's rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. The Company shall further have direct rights of action against the Insured for any payment(s)

made under this Policy arising out of the breach or alleged breach of the Insured's obligations under a Service Contract, Warranty, or Limited Warranty and/or this Policy.

9. **CHANGES:** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or stop the Company from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement, issued to form a part of this Policy, signed by an authorized representative of the Company.
10. **ASSIGNMENT:** Assignments of interest under this Policy shall not bind the Company until its consent is endorsed hereon.
11. **CANCELLATION:**
 - a. **Cancellation By Insured:** Insured has the right to cancel this Policy by mailing to Company at its address on the Declarations advance written notice of its intent to cancel this Policy and stating the date cancellation is to be effective.
 - b. **Cancellation by Company:** Company shall have the right to cancel this Policy without cause by giving thirty (30) days prior written notice to Insured at its address on the Declarations. Also, Company shall have the right to cancel this Policy by giving ten (10) days written notice for the following:
 - i. If required to do so by any regulatory body.
 - ii. In the event Insured does not make premium payment as required.
 - iii. In the event of any act of fraud by Insured.
 - iv. In the event of any violation of any of the terms of this Policy.
12. **NONRENEWAL:** If Company decides not to renew this Policy, Company shall mail written notice to Insured's last known address appearing in Company's records. Notice will be mailed at least thirty (30) days before the anniversary date of this Policy. Proof of mailing a notice of nonrenewal is sufficient proof of notice. The Policy Period ends on the effective date of nonrenewal.
13. **EFFECT OF CANCELLATION OR NONRENEWAL:** If this Policy is cancelled or not renewed:
 - a. Coverage afforded by this Policy shall continue to apply to Service Contracts, Warranties, or Limited Warranties issued by Insured prior to the effective date of such cancellation or nonrenewal.
 - b. Coverage as afforded by this Policy shall not apply to any Service Contract, Warranty, or Limited Warranty issued on or after the effective date of such cancellation or nonrenewal.

- c. All premiums paid to or due to the Company on account of a Service Contract, Warranty, or Limited Warranty issued prior to the effective date of cancellation or nonrenewal shall be considered fully earned upon issuance and the property of the Company. Any unpaid amounts shall be immediately due and payable to the Company.

14. DECLARATIONS: By acceptance of the Policy, the Insured agrees that the statements and declarations made in applying for insurance are his agreements and representations, that this Policy is issued in reliance upon the truth of such representations and declarations and that this Policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.

15. CONFORMITY TO STATUTE: Terms of this Policy which are in conflict with the statutes or regulations of this State wherein this Policy has application are hereby amended to conform to such statute or regulation.

16. NO BENEFIT TO BAILEE: The insurance afforded by this Policy shall not inure directly or indirectly to the benefit of any carrier or other bailee for loss to Vehicles covered by a Service Contract, Warranty, or Limited Warranty.

17. OTHER CONDITIONS:

- a. This insurance shall confer no benefits to any third party, except as endorsed hereon.
- b. The Insured will also be required to pay as part of its obligations:
 - i. All expenses incurred by the Company, and all costs taxed against the Insured in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrue after entry of judgment.
 - ii. Premiums on appeal bonds required on any such suit and premiums on bonds to release attachments in any such suit.

18. EXCLUSIONS

This Policy does not insure against:

- a. Any loss under a Service Contract or Limited Warranty which is covered by an applicable warranty provided by a Vehicle manufacturer.
- b. Any loss or liability of Insured(s) for delay in repair or delay in obtaining labor or part(s).

- c. Any consequential damages, including, but not limited to, damage to covered Vehicles caused by a defect in a part supplied by a manufacturer or Insured or Insured's employee's negligence in performing repair.
- d. Any negligent failure by Insured or Insured's employee to protect covered Vehicles from theft, vandalism or action of the elements.
- e. Loss caused by infidelity, conversion or embezzlement by any Insured who has custody of covered Vehicles or persons to whom the covered property is entrusted.
- f. Insured's liability for making refunds on cancelled Service Contracts.
- g. Loss or damage less than the deductible amount stated in the Insured's Service Contract, Warranty, or Limited Warranty.

19. LIMIT OF LIABILITY

In the event the Company must fulfill its obligations under this Policy because the Insured is unable to perform or cause the performance of its contractual obligations in accordance with the Service Contract, Warranty, or Limited Warranty, the Company's limit of liability shall be the same as the limit of liability stated in each Service Contract, Warranty, or Limited Warranty.

20. ARBITRATION:

It is understood and agreed that the transaction evidenced by this Policy takes place in and substantially affects interstate commerce. Any controversy or dispute arising out of or relating in any way to this Policy or the sale thereof, including for recovery of any claim under this Policy and including the applicability of this arbitration clause and the validity of this Policy, shall be resolved by neutral binding arbitration.

- a. If Insured disputes Company's determination to deny Insured benefits under this Policy, Insured must submit written notice to Company of Insured's intent to arbitrate that dispute no later than ninety (90) days following Company's determination. Insured's failure to meet this time requirement will prevent Insured from disputing Company's determination, whether through arbitration or otherwise.
- b. The arbitration will be governed by the rules and provisions of the most appropriate dispute resolution program of the American Arbitration Association ("AAA") in effect at the time the arbitration is demanded. The arbitration will be before a panel of three arbitrators selected as follows: (1) one by Company; (2) one by Insured; and (3) one by the arbitrators previously selected. The arbitrators will be selected as provided in the AAA rules governing the arbitration. If Insured, Company or any agent of Company have any dispute between or among them that is subject to arbitration and is related to any dispute covered by this arbitration clause, Insured and Company consent to a joining of the arbitration proceedings.

No Insured will have the right to participate in a class action or any other collective or representative proceeding against Company. Only a Court, and not arbitrators, can determine the validity of this class action waiver. The arbitration shall take place in the county of Insured's residence, unless another location is mutually agreed upon by both parties. The parties agree to commence arbitration proceedings within sixty (60) days following the written notification of either party to the other as to their election to arbitrate a dispute regarding this Policy.

- c. Except for the filing fee and costs Insured may incur to present Insured's case, the cost of the arbitration shall be borne by Company provided, however, that should the arbitrators find that Insured has raised a dispute without substantial justification, the arbitrators shall have the authority to order that the cost of the arbitration proceedings be borne by Insured.
- d. It is understood and agreed that the arbitration shall be binding upon the parties, that the parties are waiving their right to seek remedies in court, including the right to a jury trial, and that an arbitration award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act.
- e. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding. Neither party shall be precluded from instituting an action in a court of competent jurisdiction to obtain a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection of the arbitrators or the commencement and completion of the arbitration hearing. Neither party may recover exemplary damage awards in any arbitration proceeding.
- f. This agreement to arbitrate will survive the termination of this Policy.

IF THIS POLICY IS FOUND NOT TO BE SUBJECT TO ARBITRATION, ANY LEGAL PROCEEDING WITH RESPECT TO ANY DISPUTE WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE WITHOUT A JURY. BOTH PARTIES WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDING.

IN WITNESS WHEREOF, the Company has executed and attested these presents:

[Authorized Officer]

[Authorized Officer]

**LYNDON PROPERTY INSURANCE COMPANY
CONTRACTUAL LIABILITY POLICY**

**SCHEDULE A
TO
POLICY NO. _____**

[Service Contract:]

[Warranty:]

[Limited Warranty:]

LYNDON PROPERTY INSURANCE COMPANY
14755 North Outer Forty Road, Suite 400
St. Louis, Missouri 63017

Arkansas Amendatory Endorsement
Contractual Liability Policy

Section 11. CANCELLATION, b. Cancellation By Company is deleted in its entirety and replaced by the following:

- b.** Cancellation of this Policy which has been in force over sixty (60) days or after the effective date of a renewal policy or an annual anniversary date shall not be permitted, unless such cancellation is based upon at least one (1) of the following reasons:
- (i) Nonpayment of premium;
 - (ii) Fraud or material misrepresentation made by or with the knowledge of the named Insured in obtaining the Policy, continuing the Policy or in presenting a claim under the Policy;
 - (iii) The occurrence of material change in the risk which substantially increases any hazard insured against after Policy issuance;
 - (iv) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against under the Policy;
 - (v) Nonpayment of membership dues in those cases where the by-laws, agreements or other legal instruments of the Insurer issuing the Policy require payment thereof as a condition of the issuance and maintenance of the Policy; or
 - (vi) A material violation of a material provision of the Policy.

Cancellations of the Policy shall only be effective when notice of cancellation is mailed or delivered by the Insurer to the named Insured and to any lien holder or loss payee named in the policy at least twenty (20) days prior to the effective date of cancellation, provided however, that where cancellation is for nonpayment of premium at least ten (10) days notice of cancellation accompanied by the reason therefore shall be given.

The Company shall not cancel the policy until at least sixty (60) days notice of cancellation has been mailed or delivered to the Insurance Commissioner and in accordance with any other applicable law.

THIS ENDORSEMENT IS PART OF YOUR POLICY OR MEMORANDUM AND TAKES EFFECT ON THE EFFECTIVE DATE OF YOUR POLICY OR MEMORANDUM, UNLESS ANOTHER EFFECTIVE DATE IS SHOWN BELOW.

POLICY NUMBER

ENDORSEMENT NUMBER:

ENDORSEMENT DATE

Authorized Officer

SERFF Tracking Number: *PRTB-125663204* *State:* *Arkansas*
Filing Company: *Lyndon Property Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number:
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2004 Contractual Liability*
Product Name: *SLP-2007*
Project Name/Number: *SLP-2007/SLP-2007*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRTB-125663204 State: Arkansas
Filing Company: Lyndon Property Insurance Company State Tracking Number: EFT \$50
Company Tracking Number:
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2004 Contractual Liability
Product Name: SLP-2007
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 06/12/2008

Comments:

Attachment:

P&C Transmittal.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 06/12/2008

Comments:

Attachment:

CoverLtr.pdf

Property & Casualty Transmittal Document

Reset Form

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 #
	Protective	458

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Lyndon Property Insurance Company	Mo	35769	43-1139865	

5.	Company Tracking Number	SLP-2007
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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
	Angela Prater 14755 North Outer Forty Rd., Ste 400 St. Louis, MO 63017	Regulatory Analyst I	800-950-6060 ext. 5690	636-536-9690	Angela.Prater@protective.com

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

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

9.	Type of Insurance (TOI)	17.2 Other Liability-Occ Only
10.	Sub-Type of Insurance (Sub-TOI)	17.2004 Contractual Liability
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 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: June 3, 2008 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	June 3, 2008
19.	Status of filing in domicile	<input checked="" 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 # SLP-2007

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

We are submitting the captioned for your review and approval. This is a new contractual liability policy filing and does not replace anything previously approved.

The policy will be issued to an administrator, dealer or manufacturer who, through a service contract, warranty or limited warranty, has agreed to provide services to a consumer who purchased for personal use a land motor vehicle, recreational travel trailer, or watercraft. In the event the insured is unable to perform or cause the performance of its contractual obligations in accordance with the service contract, warranty or limited warranty issued during the policy period, Lyndon Property Insurance Company will pay on behalf of the insured.

The captioned has been submitted in final print format. However, sections within brackets are variable and may change.

[View Complete Filing Description](#)

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 #: EFT
Amount: 50.00

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.)**

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	Contractual Liability Policy	SLP-2311 (4/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Arkansas Amendatory Endorsement	SLP-E2311-AR (4/08)	<input checked="" 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

Asset Protection Division
14755 North Outer Forty, Ste. 400
St. Louis, MO 63017
636-536-5600 / 800-950-6060



June 3, 2008

Re: Lyndon Property Insurance Company
NAIC # 0458/35769
FEIN # 43-1139865
Company Filing Number: SLP-2007
Proposed Effective Date: June 3, 2008
Contractual Liability Policy
Contractual Liability Program
Contractual Liability Policy: SLP-2311 (4/08)
Amendatory Endorsement: SLP-E2311-AR (4/08)

Dear Commissioner:

We are submitting the captioned for your review and approval. This is a new contractual liability policy filing and does not replace anything previously approved.

The policy will be issued to an administrator, dealer or manufacturer who, through a service contract, warranty or limited warranty, has agreed to provide services to a consumer who purchased for personal use a land motor vehicle, recreational travel trailer, or watercraft. In the event the insured is unable to perform or cause the performance of its contractual obligations in accordance with the service contract, warranty or limited warranty issued during the policy period, Lyndon Property Insurance Company will pay on behalf of the insured.

The captioned has been submitted in final print format. However, sections within brackets are variable and may change.

Your earliest review of this filing and notice of acceptability will be very much appreciated. If you have any questions or need additional information, call me at 1-800-950-6060, extension 5690. My fax number is 636-536-9390 and my e-mail address is Angela.Prater@protective.com.

Sincerely,

Angela Prater
Regulatory Analyst I