

SERFF Tracking Number: AGNY-125834844 State: Arkansas
Filing Company: Commerce and Industry Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-CL-01
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0002 Other Commercial Lines
Product Name: Extended Service Agreement Insurance Program - 019000465
Project Name/Number: Extended Service Agreement Insurance Program/AIC-08-CL-01

Filing at a Glance

Company: Commerce and Industry Insurance Company

Product Name: Extended Service Agreement SERFF Tr Num: AGNY-125834844 State: Arkansas

Insurance Program - 019000465

TOI: 33.0 Other Lines of Business

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 33.0002 Other Commercial Lines

Co Tr Num: AIC-08-CL-01

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Author: Monique Myers

Disposition Date: 10/30/2008

Date Submitted: 09/26/2008

Disposition Status: Withdrawn

Effective Date Requested (New): On Approval

Effective Date (New): 10/29/2008

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):
10/29/2008

State Filing Description:

General Information

Project Name: Extended Service Agreement Insurance Program

Status of Filing in Domicile: Not Filed

Project Number: AIC-08-CL-01

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 10/30/2008

State Status Changed: 09/29/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

New Hampshire Insurance Company currently has on file with your Department its Extended Service Agreement Insurance Program. We wish to add Commerce and Industry Insurance Company to the filing.

Company and Contact

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Filing Contact Information

Monique Myers, Filings Analyst Monique.Myers@AIG.com
 175 Water Street (212) 458-6346 [Phone]
 New York, NY 10038 (212) 458-7077[FAX]

Filing Company Information

Commerce and Industry Insurance Company CoCode: 19410 State of Domicile: New York
 70 Pine Street Group Code: Company Type:
 New York, NY 10270 Group Name: State ID Number:
 (212) 770-7000 ext. [Phone] FEIN Number: 13-1938623

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Commerce and Industry Insurance Company	\$50.00	09/26/2008	22757043

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Llyweyia Rawlins	10/30/2008	10/30/2008
Approved	Llyweyia Rawlins	09/29/2008	09/29/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
C&I Declaration Page	Form	Monique Myers	10/29/2008	10/29/2008
C&I Contractual Liability Policy	Form	Monique Myers	10/29/2008	10/29/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Reopen Filing	Note To Filer	Llyweyia Rawlins	10/29/2008	10/29/2008
Re-Open Request	Note To Reviewer	Monique Myers	10/29/2008	10/29/2008

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Disposition

Disposition Date: 10/30/2008

Effective Date (New): 10/29/2008

Effective Date (Renewal): 10/29/2008

Status: Withdrawn

Comment: Company withdraw this filing from any further consideration. Please be advised this does not preclude a resubmission at a later date.

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	Withdrawn	Yes
Form (revised)	C&I Declaration Page	Withdrawn	Yes
Form	C&I Declaration Page	Withdrawn	Yes
Form (revised)	C&I Contractual Liability Policy	Withdrawn	Yes
Form	C&I Contractual Liability Policy	Withdrawn	Yes

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Status: Approved

Comment:

Rate data does NOT apply to filing.

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Form	C&I Contractual Liability Policy	Withdrawn	Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 10/29/2008

Comments:

Dear Llyweyia Rawlins,

Thank you for re-opening this filing. We would like to withdraw this filing from any further consideration. Please be advised this does not preclude a resubmission at a later date.

Thank you again,
 Monique

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
C&I Declaration Page	63290	08/08	Declarati ons/Schedule	Withdrawn	63290 (8/95)	NH-95-OL-02	0	
Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
C&I Contractual Liability Policy	63291	08/08	Policy/Coverage Form	Withdrawn	63291 (8/95)	NH-95-OL-02	0	

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Note To Filer

Created By:

Llyweyia Rawlins on 10/29/2008 01:35 PM

Subject:

Reopen Filing

Comments:

Hello Monique

I can reopen filing.

Sincerely,

Llyweyia Rawlins

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Note To Reviewer

Created By:

Monique Myers on 10/29/2008 12:56 PM

Subject:

Re-Open Request

Comments:

Dear Examiner,

I am writing you today in hopes that you can re-open this filing as we need to withdrawn the complete filing in its entirety. Please advise me if this filing can be re-opened.

Thank you,
Monique

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Withdrawn	C&I Declaration Page	63290	08/08	Declaration Withdrawn s/Schedule	Replaced Form #:0.00 63290 (8/95) Previous Filing #: NH-95-OL-02		
Withdrawn	C&I Contractual Liability Policy	63291	08/08	Policy/CoveWithdrawn rage Form	Replaced Form #:0.00 63291 (8/95) Previous Filing #: NH-95-OL-02		

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Rate Information

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Withdrawn 10/30/2008

Comments:

Attachment:

P&C Transmittal Doc - AR.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

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

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

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

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

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

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

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

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

Check #:
Amount:

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

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

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

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Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	C&I Declaration Page	09/26/2008	Policy C&I Dec Page.pdf
No original date	Form	C&I Contractual Liability Policy	09/26/2008	Policy C&I CLP.pdf

COMMERCE AND INDUSTRY INSURANCE COMPANY

**Administrative Offices:
70 Pine Street, New York, NY 10270
Telephone No. 212-770-7000
A Capital Stock Company**

**CONTRACTUAL LIABILITY POLICY
DECLARATIONS**

Policy No.: _____
Renewal of: _____

Named Insured(s): _____

Name and Address: _____

Policy Period:

Effective Date: _____
(12:01 A.M. Standard Time at the address of the Insured)

Expiration Date: _____
(12:01 A.M. Standard Time at the address of the Insured)

Limits of Liability: _____

Premium: _____

Countersigned: _____

By: _____
Authorized Representative
(where required by law)

COMMERCE AND INDUSTRY INSURANCE COMPANY

Administrative Offices:
70 Pine Street, New York, NY 10270
Telephone No. 212-770-7000
A Capital Stock Company

CONTRACTUAL LIABILITY POLICY

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

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

I. INSURING AGREEMENT

We shall indemnify **you**, for all sums which **you** shall become legally obligated to pay as **claims** under **service agreements** approved by **us** and issued by **you** during the term of this Policy.

II. DEFINITIONS

- A. **Claim** means a demand for repair, replacement, or a request for a reimbursement in the event of an emergency under a **service agreement**.
- B. **Service Agreement** means any valid service contract or limited warranty issued by **you** and approved by **us** under this Policy.
- C. **Service Agreement Holder** means any person or legal entity who legally acquires the rights of ownership to a **service agreement**, from **you** or as a qualified transferee.

III. EXCLUSIONS

This Policy shall not apply to:

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

IV. CONDITIONS

A. **Bankruptcy**

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

B. **Assignment Of Rights**

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

C. **Conformance To Statute**

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

D. **Transfer Of Rights Of Recovery Against Others To Us**

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

E. Examination Of Your Book And Records

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

F. Changes

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

G. Lawsuits Against Us

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

H. Other Insurance

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

I. Concealment, Misrepresentation, or Fraud

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

J. Policy Territory

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

K. Insured's Duties In The Event Of A Claim

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

L. Effect Of Termination

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

V. CANCELLATION/NONRENEWAL

A. Cancellation/Non-Renewal

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

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

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

IN WITNESS WHEREOF, **we** have caused this Policy to be signed by **our** President and Secretary and countersigned where required by law on the Declarations page by **our** duly authorized representative.

Secretary

President