



**OFFICE OF INSURANCE REGULATION**  
***Company Admissions***

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**APPLICATION FOR LICENSE  
SERVICE WARRANTY ASSOCIATION  
MANUFACTURER OR AFFILIATE**

This package is designed to assist individuals in preparing the application with all the information required by statute and to facilitate expeditious processing of the application by the Office. This package includes five (5) categories of information:

- Section I - Application Fees and Form
- Section II - Legal
- Section III - Financial
- Section IV - Management
- Section V - Forms and Rates

Each of these sections is processed by different bureaus of the Office. Therefore, it is extremely important that the application be completed in its entirety in the format specified.

Please submit your package tabularized in a binder that has been two-hole punched at the top and place the tabs at the bottom of the documents. (Example: The tab labeled II-1 would contain certified Articles of Incorporation).

**PLEASE NOTE: THE COMPLETED CHECK LIST MUST BE RETURNED WITH APPLICATION PACKAGE!**

You are required to have your forms approved as a condition precedent to receiving a license. All forms submitted must be either printer's proofs or actual forms with the name and address of the applicant company imprinted or typed thereon.

Mail the completed application package to:

Office of Insurance Regulation  
Company Admissions  
200 East Gaines Street, Larson Building  
Tallahassee, Florida 32399-0332

**In order for a submission to be considered a complete application, all required information must be included in the filing. Filings that do not include all required information will be disapproved or returned.**

**APPLICATION FOR LICENSE  
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MANUFACTURER OR AFFILIATE**

**INSTRUCTIONS  
SECTION I - APPLICATION FEES AND FORMS**

**Section I-1** Application Fees

Applicants must pay an application filing fee of \$500. These fees are due and payable at the time of filing the application for licensure.

Secure your check to the INVOICE (included in this package) and send to:

Florida Department of Financial Services  
Bureau of Financial Services  
Post Office Box 6100  
Tallahassee, Florida 32314-6100

Place a copy of the INVOICE and a copy of the check with your application filing. This procedure will expedite the processing of your application and assure a timely recording of the fees.

**Section I-2** Application for License to Conduct Business in the State of Florida (Service Warranty Association - Manufacturer or Affiliate) (Official Form)

Complete this form and have it signed by the President and Secretary of the company. An original signature and corporate seal are required on the application form submitted to the Department.

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**INSTRUCTIONS  
SECTION II - LEGAL**

**Section II-1** Articles of Incorporation

Include in this section, the applicant's Articles of Incorporation and all amendments. They must be recently certified by the applicant's state of domicile. The certification letter must be an original, certified by the state of domiciles public official having custody of the original certificate.

**Section II-2** Certificate of Status from State of Domicile

A certificate of status is a document issued by the public official having supervision of the records of corporations, usually the Secretary of State. This document shows that the company is duly organized in the state and that all taxes and fees have been paid. The certificate must be obtained from the applicant's home state and filed with the application. It must show good standing, be currently sealed by the state, and be an original document, not a copy.

**Section II-3** Company By-Laws

The Bylaws must be sealed by the company and signed and dated by the Secretary of the company. NO signatures other than the Secretary's will be accepted.

**Section II-4** Service of Process Consent and Agreement (Official Form)

The Service of Process Consent and Agreement form. (attached). NO signatures other than those of the President or Chief Executive Officer and the Secretary will be accepted, and the signatures must be under corporate seal.

**Section II-5** Certificate of Status from Florida Secretary of State

Provide a certificate of status from the Florida Secretary of State if the applicant is a foreign corporation. All Foreign corporations are required to secure, through the office of the Secretary of State of Florida, a charter to do business in Florida.

If you have any questions concerning filing with the Secretary of State, please contact the Division of Corporations at (850) 245-6051.

The Secretary of State will mail you a Certificate of Status. This original certificate must be forwarded to the Office of Insurance Regulation as part of your application as proof of your filing with the Secretary of State as a foreign corporation.

**Section II-6** Fictitious Name Filing

If the organization plans to utilize a fictitious name, include in this section one certified copy (not a photocopy) of a certificate from the Clerk of the Circuit Court in the county where domiciled, attesting to compliance with Section 865.09, Florida Statutes (the Fictitious Name Statute).

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**INSTRUCTIONS  
SECTION III - FINANCIAL**

**Section III-1** Financial Statements

Applicant is required to supply, in this section, the most current audited financial statements evidencing a net worth of at least \$10,000,000.

**Section III-2** Financial Requirements

In this section, the applicant is required to furnish the following:

- A. A copy of the applicant's debt rating made by a recognized National Rating Service, if any debt securities are outstanding.
- B. A copy of the most recent Form 10K, Form 10Q or Form 20G, as filed with the United States Securities and Exchange Commission.
- C. The applicant must comply with either of the following:
  - 1. Supply the Office with a copy of an approved executed contractual liability insurance policy. (See the attached sample policy form for approvable language.)

The insurance company issuing the policy must be a Florida admitted property and casualty insurance company whose Certificate of Authority allows it to write this type of policy. Policies issued by Surplus Lines insurers are **not** acceptable.

Or,

- 2. Supply the Office with a sworn statement of the applicant's intentions to establish and maintain a reserve as outlined by Section 634.406(1), Florida Statutes. If the applicant has service warranties on its books at the time of application, provide a list of the assets funding the reserve.

**Section III-3** Plan of Operations

It is important for the Department to have a clear understanding of the proposed operations of the specialty insurer and the goals it seeks to achieve. To fulfill this requirement, the plan of operations must consist of the following information:

- A. **History.** Applicant should prepare a brief history of the company since its incorporation. Include any changes of ownership or changes in operations. Indicate any actions taken by governmental agencies that have or had jurisdiction over the company.

Also in this section, list all companies or individuals that directly or indirectly control, are controlled by, or are under control of the applicant. Along with the list, an organizational chart may be included for clarification purposes.

In addition, provide a list of all d/b/a's, trade names, fictitious names or names the general public may recognize.

- B. **Management.** Applicant is to give the warranty experience of each individual (by name) involved in the areas of marketing, reserving, claims handling, accounting and investments.
- C. **Warranty Products.** Applicant should give a description of each product it plans to market.
- D. **Marketing and Growth.** Applicant should furnish a plan of marketing including methods, commission rates, projected growth pattern and other pertinent information effecting the warranty marketing plans.

#### **Section III-4** States Where Applicant is Currently Doing Business

In this section, the applicant should provide a list of all states in which it is currently authorized to transact business.

#### **Section III-5** Qualifications

In this section, the following information is required to be provided and certified by a principal officer of the company as being true and correct:

- A. A list of the names of the products manufactured, built, assembled, constructed or produced under a product name wholly controlled by the applicant or an affiliate thereof.
- B. A statement that the applicant has derived in its most recent fiscal year the majority of its revenues from products manufactured, built, assembled, constructed or produced under a product name wholly controlled by the applicant or an affiliate thereof.

- C. A statement that warranty contracts are and will only be sold for products manufactured, built, assembled, constructed or produced under a product name wholly controlled by the applicant or an affiliate thereof.
- D. A statement that the required warranty register is maintained.
- E. The total amount of the gross written premiums in force, wherever written, for warranties written in other states.
- F. A statement that the applicant's stock is traded on a recognized stock exchange or is listed in NASDAQ and publicly traded on the over-the-counter securities markets.

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**INSTRUCTIONS  
SECTION IV - MANAGEMENT**

**NAMES REQUESTED IN THIS SECTION SHOULD INCLUDE COMPLETE FIRST, MIDDLE AND LAST NAMES.**

**Section IV-1** Alphabetical List of Board of Directors and Managing Executive Officer

A list of the names and business addresses of each member of the Board of Directors and the Managing Executive Officer should be provided in this section.

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**INSTRUCTIONS  
SECTION V - FORMS AND RATES**

**NOTE: THE COMPANY IS CAUTIONED NOT TO WRITE BUSINESS USING UNAPPROVED FORMS.**

**Section V-1 Warranty Forms**

Submit three copies of all warranty forms and related forms proposed to be used. The serially pre-numbered contract forms should include, at a minimum, spaces for the following: the selling price paid by the consumer, the name of the issuing sales representative, the date the contract was issued, the name and street address of the warranty holder, and the warranty period.

**Section V-2 Rates**

Submit three copies of the rates to be charged including all modifications of rates and premiums.

**Section V-3 Commission Structure**

Submit a complete breakdown of the proposed commission structure.

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**CHECK LIST  
SECTION I - APPLICATION FEE AND FORM**

Company Name: \_\_\_\_\_

<u>Item #</u>	<u>Completion Check List</u>
1. Specialty Insurer application fee paid .....	<input type="checkbox"/>
(a) Copy of invoice included (Official Form) .....	<input type="checkbox"/>
(b) Copy of check .....	<input type="checkbox"/>
(c) Placed as top documents .....	<input type="checkbox"/>
(d) Original mailed to Bureau of Financial and Support Services .....	<input type="checkbox"/>
2. Company completed application for license (Official Form) .....	<input type="checkbox"/>
(a) All blanks completed .....	<input type="checkbox"/>
(b) Sealed by company .....	<input type="checkbox"/>
(c) Signed by President (original signature) .....	<input type="checkbox"/>

**APPLICATION FOR LICENSE  
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**CHECK LIST  
SECTION II - LEGAL**

Company Name: \_\_\_\_\_

<u>Item #</u>	<u>Completion Check List</u>
1. Articles of Incorporation .....	<input type="checkbox"/>
(a) Original certification by state of domicile .....	<input type="checkbox"/>
(b) Articles with all amendments attached .....	<input type="checkbox"/>
2. Certificate of Status from State of Domicile .....	<input type="checkbox"/>
(a) Good standing indicated .....	<input type="checkbox"/>
(b) Sealed by state .....	<input type="checkbox"/>
(c) Signed by proper public official .....	<input type="checkbox"/>
(d) Original .....	<input type="checkbox"/>
3. Company Bylaws .....	<input type="checkbox"/>
(a) Signed and dated by corporate secretary .....	<input type="checkbox"/>
(b) Sealed by company (corporate seal) .....	<input type="checkbox"/>

- 4. Service of Process Consent and Agreement Official Form) .....
  - (a) Signed and dated by .....
    - 1. President or Chief Executive Officer .....
    - 2. Secretary .....
  - (b) Sealed by company (corporate seal) .....
  - (c) Original with all blanks completed .....
- 5. Certificate of Status from Florida Secretary of State (Foreign Corporations Only) .....
  - (a) Original .....
- 6. Fictitious Name Certificate (if applicable) .....
  - (a) Original .....

**APPLICATION FOR LICENSE  
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**CHECK LIST  
SECTION III - FINANCIAL AND RELATED INFORMATION**

Company Name: \_\_\_\_\_

<u>Item #</u>	<u>Completion Check List</u>
1. Financial Statements .....	<input type="checkbox"/>
(a) Not over twelve months old .....	<input type="checkbox"/>
(b) Audited .....	<input type="checkbox"/>
(c) \$10,000,000 net worth .....	<input type="checkbox"/>
2. Financial Requirement .....	<input type="checkbox"/>
(a) Debt rating .....	<input type="checkbox"/>
(b) Form 10K, 10Q, or 20G .....	<input type="checkbox"/>
(c) The applicant must comply with either of the following:	
(1) A copy of the executed contractual liability insurance policy .....	<input type="checkbox"/>
Or	
(2) A sworn statement evidencing establishment of a reserve... A list of assets funding the reserve.....	<input type="checkbox"/> <input type="checkbox"/>
3. Plan of Operations .....	<input type="checkbox"/>
(a) History .....	<input type="checkbox"/>
List of controlling or controlled companies .....	<input type="checkbox"/>
List of d/b/a's, trade names, or fictitious names .....	<input type="checkbox"/>
(b) Management .....	<input type="checkbox"/>
(c) Warranty products .....	<input type="checkbox"/>
(d) Marketing and growth .....	<input type="checkbox"/>

- 4. List of states applicant is authorized to do business in .....
- 5. Qualifications .....
  - (a) Names of products .....
  - (b) Statement regarding source of revenues .....
  - (c) Statement regarding sale of warranty contracts .....
  - (d) Statement regarding warranty register .....
  - (e) Gross written premiums in force .....
  - (f) Statement regarding stock .....

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**CHECK LIST  
SECTION IV - MANAGEMENT**

Company Name: \_\_\_\_\_

<u>Item #</u>	<u>Completion Check List</u>
1.   Alphabetical listing of directors and managing executive officer .....	<input type="checkbox"/>

**APPLICATION FOR LICENSE  
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**CHECK LIST  
SECTION V - FORMS AND RATES**

Company Name: \_\_\_\_\_

<u>Item #</u>	<u>Completion Check List</u>
1. Warranty forms .....	<input type="checkbox"/>
(a) 3 copies .....	<input type="checkbox"/>
(b) Serially pre-numbered .....	<input type="checkbox"/>
(c) Spaces for selling price paid by the consumer, name of issuing sales representative, date issued, warranty-holder's name and street address, and warranty period .....	<input type="checkbox"/>
2. Rates to be charged .....	<input type="checkbox"/>
(a) 3 copies .....	<input type="checkbox"/>
3. Proposed commission structure .....	<input type="checkbox"/>

**CHECKLIST VERIFICATION**

The undersigned says that he/she is a senior officer having personal knowledge of the application submitted to the Florida Office of Insurance Regulation in connection with licensure sought by \_\_\_\_\_ that he/she has read said

(Entity Name)

application, that he/she knows the contents thereof and verifies that the items indicated in the application checklist have been submitted with the application, that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the applicant on behalf which the person acted, executed the instrument.

I understand that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties is guilty of a misdemeanor of the second degree, pursuant to Section 837.06, Florida Statutes.

Dated \_\_\_\_\_

\_\_\_\_\_  
(Give full and exact name of Applicant)

\_\_\_\_\_  
Signature of President, Secretary, or Treasurer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title

**APPLICATION FOR LICENSE TO CONDUCT BUSINESS  
IN THE STATE OF FLORIDA  
(Service Warranty Association - Manufacturer or Affiliate)**

\_\_\_\_\_, 20\_\_\_\_

TO THE DIRECTOR OF THE OFFICE OF INSURANCE REGULATION  
TALLAHASSEE, FLORIDA

SIR: The \_\_\_\_\_  
(Give name of company or association in full)

Federal Identification Number \_\_\_\_\_

of \_\_\_\_\_  
(Home Office Address) (City) (State) (Zip)

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

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

through its duly authorized officers, hereby applies for license authorizing and empowering the Company or Association aforesaid to transact service warranty business in the State of Florida, under the laws thereof, and do hereby affirm that all of the responses, information, exhibits, and documentary evidence submitted in support of this application are true and correct.

By \_\_\_\_\_  
President or Chief Executive Officer  
(Corporate Seal)  
Attest \_\_\_\_\_  
Secretary

Name of Attorney or Principal filing this application:  
\_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

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

**INVOICE**

**SERVICE WARRANTY ASSOCIATION  
MANUFACTURER OR AFFILIATE**

**REQUEST FOR PAYMENT OF APPLICATION FEES**

NAME OF COMPANY: \_\_\_\_\_

FEIN# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

ADDRESS (IF DIFFERENT FROM COMPANY ADDRESS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(CITY)                      (STATE)                      (ZIP CODE)

In reference to the submission by the above-referenced specialty insurer's application to do business in Florida, it is necessary to return this form with the proper payment.

**PLEASE NOTE:**

1. Send a check in the proper amount made payable to the Department of Financial Services and mail the check and invoice only to the Department of Financial Services, Bureau of Financial Services, P.O. Box 6100, Tallahassee, Florida 32314-6100.
  
2. Send a **copy** of the check and a **copy** of the invoice along with the completed application package to the Office of Insurance Regulation, Application Coordination Section, 200 East Gaines Street, Larson Building, Tallahassee, Florida 32399-0332.

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<u>RECEIPT NUMBER</u>	AMOUNT	TYPE	CLASS	FUND	ACCT	SOURCE
	\$500.00	10	39	3	00	2

# SERVICE OF PROCESS CONSENT & AGREEMENT

(Please type or print all information clearly)

Original Designation     Insurer Name Change     Merger / Acquisition     Update Delivery Information

Insurer or Company Name: \_\_\_\_\_

Previous Name (If applicable): \_\_\_\_\_

Home Office Address: \_\_\_\_\_

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

FEI # \_\_\_\_\_

FL Company Code \_\_\_\_\_

Telephone # \_\_\_\_\_

Know all men by these present, that the insurer or other entity named above is subject to the statutory agent for service of process provisions of the Florida Insurance Code duly organized and existing under and by virtue of the laws of the state of domicile.

Said entity does hereby agree and consent that actions may be commenced against it in any court having jurisdiction in any county in the State of Florida, in which a cause of action may arise, or in which the plaintiff may reside, by the service of process upon the Chief Financial Officer of the State of Florida. Said entity also hereby stipulates and agrees that any and all process so served shall be taken and held in all Courts to be as valid and binding upon this insurer or other entity as if personal service had been made upon the President or Secretary, or any other duly authorized and accredited officer thereof.

The undersigned hereby further agrees and stipulates that this agreement is and shall remain irrevocable, so long as there is liability, under any policy, claim or cause of action within this state, either fixed or contingent. Said insurer or other entity does hereby designate the following as the name and address of the person to whom all process is to be forwarded when process is served upon said Chief Financial Officer of the State of Florida on behalf of the above named insurer or entity. **In the event of a change in the name of the insurer or the designation of the person to whom process is to be forwarded, whether it be name, address, and/or phone or fax numbers, the insurer or company shall immediately file a new agreement form with the Chief Financial Officer of the State of Florida at the address shown at the bottom of this page.**

## Designated Person

to receive process: \_\_\_\_\_

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

Phone#: \_\_\_\_\_ Fax# \_\_\_\_\_

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

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

## Signature:

\_\_\_\_\_   
 I hereby consent and agree to be the person to whom process served upon the Chief Financial Officer of the State of Florida for said entity, may be forwarded.

In Witness Whereof, we, the President or Chief Executive Officer and Secretary of said insurer or other entity, being duly authorized by the Board of Directors or governing body of this entity to execute this document, have hereunto set our hands and affixed the seal of said insurer or other entity on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_.

\_\_\_\_\_  
President or CEO's Signature

\_\_\_\_\_  
President or CEO's Name(Typed or Printed)

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Secretary's Name (Typed or Printed)

Any signatures other than the President, CEO, or Secretary for the Company must be validated by the attachment of a resolution of the Board of Directors or Governing body of said company delegating the authority to sign for the company.

SEAL

OIR-C1-144  
Rev 06/2004

**CONTRACTUAL LIABILITY POLICY  
(MODEL)**

**DECLARATION**

POLICY NUMBER: \_\_\_\_\_

NAMED INSURED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ -- \_\_\_\_\_

POLICY PERIOD: From: \_\_\_\_\_, 20\_\_ Continuous until cancelled

COUNTERSIGNED AT: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_

CONTRACTUAL LIABILITY POLICY

(MODEL)

A. **INSURING AGREEMENT**

\_\_\_\_\_ (herein called the "Company", "us" or "we") agrees to pay \_\_\_\_\_ (herein called "you") for all costs incurred in fulfilling your obligations under each service agreement issued during the Policy Term according to terms and conditions of such Service Agreements. In the event such costs are incurred by another party's performance of repair or replacement services as a result of such obligations, payment may be made directly to such other party on your behalf.

In the event you become bankrupt, impaired or insolvent (as defined in Section 631.011, Florida Statutes), dissolved, or if you go out of business, or fail to pay documented claims we will pay losses and unearned premium refunds, if any, directly to the person making a claim under the Service Agreement or canceling the Service Agreement.

**This policy insures:**

- (1) **100% of your claim exposure from Contractual Obligations.**
- (2) **For Home Warranty Associations, all Service Agreements issued by you while this policy is in effect.**
- (3) **For Service Warranty Associations and Motor Vehicle Service Agreement Companies, all Service Agreements issued by you while this policy is in effect, whether or not the premium has been remitted to us.**

B. **DEFINITIONS**

- (1) **CONTRACTUAL OBLIGATION** means your obligation to properly repair or replace covered parts or to pay for the cost of proper repair or replacement of covered parts.
- (2) **INSURED** means the person or organization named in the Declaration, also referred to as "You".
- (3) **SERVICE AGREEMENT** means a motor vehicle service agreement, a home warranty, or a service warranty (as defined in Chapter 634, Florida Statutes).
- (4) **SERVICE AGREEMENT HOLDER** means the original purchaser of a Service Agreement or someone to whom the Service Agreement has been transferred under the terms of the Service Agreement.

## CONTRACTUAL LIABILITY POLICY

### (MODEL)

- (5) **SERVICE AGREEMENT HOLDER CLAIM** means a claim by a Service Agreement Holder or a claim on the behalf of a Service Agreement Holder which forms a Contractual Obligation.
- (6) **LOSS** means expense actually incurred by you or on your behalf in the performance of a Contractual Obligation.
- (7) **REPAIR FACILITY** means a person or organization authorized by you or on your behalf to perform service under a Service Agreement.
- (8) **INSURED CLAIM** means your claim for benefits under this policy based on a Contractual Obligation.
- (9) **PREMIUM** means the amount paid by the Service Agreement Holder.
- (10) **CONTRACTUAL LIABILITY PREMIUM** (herein called "CLP premium") means the amount paid by you for this policy.

#### C. **EXCLUSIONS**

The policy does not apply to:

- (1) liability for any consequential damages, including but not limited to, punitive or extra-contractual damages, arising from your actions, or any Repair Facility under a Service Agreement;
- (2) any and all obligations and liabilities arising out of your actions or anyone else's actions under a Service Agreement;
- (3) any and all obligations and liabilities extending to anyone other than the Service Agreement Holder;
- (4) any duty to defend you in any law suit or other judicial or administrative proceeding;
- (5) labor performed by you or on your behalf arising out of work or any portion thereof, or out of material, parts or equipment, as a result of recall by the manufacturer.

#### D. **CONDITIONS**

- (1) **SALE OF SERVICE AGREEMENT:** You must report the sale of a Service Agreement within 30 days of its issue date on the forms provided by us and send us or our authorized agent the proper CLP premium. All CLP premiums will be computed in accordance with

## CONTRACTUAL LIABILITY POLICY

### (MODEL)

the rules, rates, rating plans, premiums, and minimum premiums which apply to the insurance afforded by this policy.

- (2) **CLP PREMIUMS:** The rate schedule identifies the CLP premium charged per Service Agreement for coverage related to this policy. These rates shall remain in effect until we change them and until they have been approved by the Florida Office of Insurance Regulation. You will be given 30 days written notice prior to any change.
- (3) **NOTICE OF INSURED CLAIM:** You should provide us full details of a claim prior to starting any work specified with a Contractual Obligation in excess of \$\_\_\_\_.00 by the Service Agreement giving full details of the claim.
- (4) **PROOF OF LOSS:** Written proof of loss must be given within 30 days after a loss occurs, giving full details on the nature and extent of the loss. Proof of loss shall be given on forms furnished by us unless we fail to furnish such forms within 15 days after we receive a notice of claim.
- (5) **INSPECTION AND AUDIT:** At any reasonable time, we have the right to inspect your operations, books and records as they pertain to coverage under this policy. This right exists so long as Service Agreements are outstanding. Neither the right to inspect nor the conduct of an inspection will serve as a warranty that such operations are in compliance with any law.
- (6) **CHAPTER 634, FLORIDA STATUTES APPLICABILITY:** In the event you are no longer able to fulfill your obligations and we are acting in your stead, we shall be subject to the provisions of Chapter 634, Florida Statutes.
- (7) We shall assume full responsibility for the administration of claims in the event of your inability to do so.

#### E. **GENERAL PROVISIONS**

- (1) **REPRESENTATIONS:** By accepting this policy, you agree that the statements in the Declarations are your representations and warranties and that this policy is issued based on those representations. Should you misrepresent these declarations, the company may cancel this contract in accordance with the Cancellation Endorsement. Service Agreements issued during the term of this policy shall continue to be insured. This policy is the entire contract between you and the company.

CONTRACTUAL LIABILITY POLICY

(MODEL)

- (2) **SUBROGATION:** If any payment under this policy is made by us, we reserve all rights of recovery against any person or organization in connection with such claim. You will execute and deliver all papers necessary to secure such rights. You may do nothing to prejudice such rights.
- (3) **ASSIGNMENT:** Assignment of interest or liability under this policy shall not be binding on us unless the policy has been countersigned by our authorized agent and approved by the Florida Office of Insurance Regulation.
- (4) **CHANGES IN THE POLICY:** No change in the policy will be effective until approved by our authorized representative and the Florida Office of Insurance Regulation. The approval must be noted on or attached to this policy. No agent may change this policy or waive any of its provisions.
- (5) **RECOVERIES:** All amounts recovered by you for which you received benefits under this policy belong to us and shall be paid to us.
- (6) **RENEWAL:** This policy is issued as stated in the Declaration and is continuous until cancelled in accordance with the Cancellation Endorsement.

**IN WITNESS WHEREOF,** the company has caused this policy to be signed by its Secretary and President and countersigned by its duly authorized representative.

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(PRESIDENT)

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(SECRETARY)

CONTRACTUAL LIABILITY POLICY

(MODEL)

**MOTOR VEHICLE SERVICE AGREEMENT ENDORSEMENT**

- (1) **CANCELLATION, TERMINATION, OR NON-RENEWAL:** You may cancel or terminate this policy at any time by notifying us in writing. Coverage will end 90 days after written notice of such cancellation, termination, or non-renewal has been mailed via certified mail by us to the Florida Office of Insurance Regulation. We may cancel, terminate, or not renew this policy by written notice, mailed via certified mail, to you and the Florida Office of Insurance Regulation at least 90 days prior to such cancellation, termination, or non-renewal.
- (2) **UNEARNED PREMIUM REFUND:** The unearned premium refund shall be subject to the cancellation fee provisions of Section 634.121(5), Florida Statutes. The salesman or agent shall refund to the Contractual Liability Policy issuer, the unearned pro rata commission.

CONTRACTUAL LIABILITY POLICY

(M O D E L)

**HOME WARRANTY ENDORSEMENTS**

- (1) **CANCELLATION, TERMINATION, OR NON-RENEWAL:** You may cancel or terminate this policy at any time by notifying us in writing. Coverage will end 60 days after written notice of such cancellation, termination, or non-renewal has been mailed via certified mail by us to the Florida Office of Insurance Regulation. We may cancel, terminate or not renew this policy by written notice, mailed via certified mail, to you and the Florida Office of Insurance Regulation at least 60 days prior to such cancellation, termination, or non-renewal.

CONTRACTUAL LIABILITY POLICY

(M O D E L)

**SERVICE WARRANTY ENDORSEMENT**

- (1) **CANCELLATION, TERMINATION, OR NON-RENEWAL:** You may cancel or terminate this policy at any time by notifying us in writing. Coverage will end 60 days after written notice of such cancellation, termination, or non-renewal has been mailed via certified mail by us to the Florida Office of Insurance Regulation. We may cancel, terminate or not renew this policy by written notice, mailed via certified mail, to you and the Florida Office of Insurance Regulation at least 60 days prior to such cancellation, termination, or non-renewal.
- (2) **UNEARNED PREMIUM REFUND:** In the event the issuer of the Contractual Liability Policy is fulfilling the service warranty covered by the policy and in the event the service warranty holder cancels the service warranty, it is the responsibility of the Contractual Liability Policy issuer to effectuate a full refund of the unearned premium to the consumer. The unearned premium refund shall be subject to the cancellation fee provisions of Section 634.414(3), Florida Statutes. The salesman or agent shall refund to the Contractual Liability Policy issuer, the unearned pro rata commission.



**OFFICE OF INSURANCE REGULATION**

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*Company Admissions*

**MANAGEMENT INFORMATION FORM  
COMPLETE LIST OF OFFICERS,  
DIRECTORS, AND SHAREHOLDERS (10% OR MORE)**

**COMPANY  
NAME:** \_\_\_\_\_

**OFFICERS:**

**TITLES:**

**OWNERSHIP PERCENTAGE:**

**DIRECTORS:**

**SHAREHOLDERS:**