



DEPARTMENT OF  
INSURANCE AND FINANCIAL INSTITUTIONS

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**CERTIFICATION OF DOMESTIC UNAFFILIATED CREDIT LIFE AND DISABILITY REINSURER  
ARS § 20-1082(2)**

To be filed with initial application and each Annual Statement

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Full and Exact Corporate Name \_\_\_\_\_

NAIC Number \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Fiscal Year End: \_\_\_\_\_ December 31 \_\_\_\_\_ Other (specify) \_\_\_\_\_

**Check one:**  Initial Application  Annual Certification

**The undersigned hereby certify that we comply in all respects with the requirements of Arizona Revised Statutes applicable to Unaffiliated Credit Life and Disability Reinsurers including without limitation, the following:**

1. Our insurance operations consist solely of reinsurance of credit life or credit disability insurance that is issued according to Arizona Revised Statutes Title 20, Chapter 6, Article 10, or that is issued according to substantially similar laws of another state by an insurer that is authorized in Arizona.
2. We are not "affiliated," as defined in ARS § 20-481, with any other insurer as defined in ARS § 20-104.
3. We possess and will maintain unimpaired capital stock of not less than seventy-five thousand dollars (\$75,000) as ARS § 20-1085(B) requires, and;

**Check one only:**

\_\_\_\_\_ Our unimpaired capital is not represented by a letter of credit.

\_\_\_\_\_ Our unimpaired capital is represented by a clean, irrevocable and unconditional letter of credit issued by a Qualified Financial Institution, as defined in ARS § 20-261.03 and as approved by you, that is payable to the Director of Insurance and Financial Institutions and contains a qualifying "Evergreen Clause" that it is automatically renewable and the issuing financial institution will provide you not less than 60 days advance written notice of non-renewal. **The letter of credit is** (check box that applies)

- enclosed, or
- on deposit with the State Treasurer's Office

4. We are and will remain in compliance with ARS § 20-1094 regarding the filing and approval of reinsurance agreements, and with ARS § 20-260 regarding the limitation of risk (retention on any one risk shall not exceed 10% of our capital and surplus). **Attached to this certification is:**

**a) A list of all of our reinsurance agreements that includes for each:**

- i) Name of ceding insurer
- ii) Effective date of agreement and of any amendments
- iii) Method of security (i.e., funds withheld, trust account, or letter of credit)
- iv) Date approved by you or if approval is pending, state "pending"

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b) For initial applications only – Check each statement below that applies:

- \_\_\_\_\_ i) For each approved agreement, a copy of the cover page bearing your “Approved” stamp.
- \_\_\_\_\_ ii) For each agreement enclosed, two (2) copies of the agreement and any related trust agreements.
- \_\_\_\_\_ iii) For each trust agreement, a completed Form E1603, Trust Agreement Checklist.

5. Liabilities that are assumed under reinsurance agreements are secured with (check one that applies)

- funds withheld by the ceding insurer, or
- funds maintained in a trust account that complies with AAC R20-6-1603 or with a substantially similar rule of the ceding insurer’s state of domicile, in an amount that is not less than one hundred ten percent of the amount of the liabilities assumed, or
- clean, irrevocable and unconditional Letter(s) of Credit that comply with AAC R20-6-1604 and ARS § 20-1094.01.

**AFFIDAVIT OF VERIFICATION**

State of \_\_\_\_\_ )  
 \_\_\_\_\_ ) ss  
 County of \_\_\_\_\_ )

\_\_\_\_\_, President and, \_\_\_\_\_ Secretary of

\_\_\_\_\_, being duly sworn, each for him(her)/self deposes and says that they have reviewed the above statements and have performed any steps to obtain reasonable assurance of their truthfulness, and that the above statements are full and true according to the best of their information, knowledge and belief, respectively.

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

Commission Expires: \_\_\_\_\_

**A certified Corporate Resolution of Authorization is attached for signers other than our President and Secretary.**