

SERFF Tracking Number: GDEA-125617142 State: Arkansas
 First Filing Company: GuideOne Elite Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: ELLAR070108FO01
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Commercial General Liability
 Project Name/Number: /ELLAR070108FO01

Filing at a Glance

Companies: GuideOne Elite Insurance Company, GuideOne Mutual Insurance Company, GuideOne Specialty Mutual Insurance Company

Product Name: Commercial General Liability SERFF Tr Num: GDEA-125617142 State: Arkansas
 TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
 Made/Occurrence
 Sub-TOI: 17.0000 Other Liability Sub-TOI Co Tr Num: ELLAR070108FO01 State Status: Fees verified and received
 Combinations
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
 Author: Ellen Love Disposition Date: 04/29/2008
 Date Submitted: 04/21/2008 Disposition Status: Approved
 Effective Date Requested (New): 07/01/2008 Effective Date (New):
 Effective Date Requested (Renewal): 09/01/2008 Effective Date (Renewal):
 State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: ELLAR070108FO01 Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 04/29/2008
 State Status Changed: 04/29/2008 Deemer Date:
 Corresponding Filing Tracking Number:
 Filing Description:

At this time, we are filing to introduce under the Commercial General Liability Section, a new directors and officers and educators legal liability coverage option on countrywide basis. This filing is consisted of a new Directors and Officers Liability and Educators Legal Liability Coverage Form, accompanying endorsements used in conjunction with this coverage form, and a companion rating rule page. We also are filing a revised Declaration Page for Commercial General Liability Coverage Part to accommodate the need for this new coverage option. Since this filing is to initiate a

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new coverage option and establish a new rating rule, there is no rate impact on any existing GuideOne policyholders.

The corresponding General Liability Rules filing (ELLAR070108RU01) is being filed under your No File law. Also, Umbrella Forms and Rating Rule are being filed under a separate cover (Co Filing # ELLUMAR070108RU01 & ELLUMAR070108FO01).

Company and Contact

Filing Contact Information

Ellen Love, Research & Compliance elove@guideone.com
 Coordinator
 1111 Ashworth Road (877) 448-4331 [Phone]
 West Des Moines, IA 50265 (515) 267-5633[FAX]

Filing Company Information

GuideOne Elite Insurance Company CoCode: 42803 State of Domicile: Iowa
 1111 Ashworth Road Group Code: 303 Company Type:
 West Des Moines, IA 50265 Group Name: GuideOne Insurance State ID Number:
 (515) 267-5126 ext. [Phone] FEIN Number: 42-1206846

GuideOne Mutual Insurance Company CoCode: 15032 State of Domicile: Iowa
 1111 Ashworth Road Group Code: 303 Company Type:
 West Des Moines, IA 50265 Group Name: GuideOne Insurance State ID Number:
 (515) 267-5126 ext. [Phone] FEIN Number: 42-0645088

GuideOne Specialty Mutual Insurance CoCode: 14559 State of Domicile: Iowa
 Company
 1111 Ashworth Road Group Code: 303 Company Type:
 West Des Moines, IA 50265 Group Name: GuideOne Insurance State ID Number:
 (515) 267-5126 ext. [Phone] FEIN Number: 42-0660911

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00

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Retaliatory? No
Fee Explanation: \$50 per filing
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
GuideOne Elite Insurance Company	\$50.00	04/21/2008	19757861
GuideOne Mutual Insurance Company	\$0.00	04/21/2008	
GuideOne Specialty Mutual Insurance Company	\$0.00	04/21/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/29/2008	04/29/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
General Liability Declarations Page & Schedule	Form	Ellen Love	04/28/2008	04/28/2008

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Disposition

Disposition Date: 04/29/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter and Memo	Approved	Yes
Form	Directors & Officers Liability & Educators Legal Liability Coverage Form	Approved	Yes
Form	Supplemental Extended Reporting Period Endorsement	Approved	Yes
Form	General Aggregate Limit Amendment	Approved	Yes
Form	Specified Entities Schedule	Approved	Yes
Form (revised)	General Liability Declarations Page & Schedule	Approved	Yes
Form	General Liability Declarations Page & Schedule	Approved	Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 04/28/2008

Comments:

We have found an error on our Declaration Page, we had any one premises rather than occurrence. Please find correction attached. We are sorry for this oversight.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
General Liability Declarations Page & Schedule	PCG 75 00	02 08	Declarations/Schedule	Replaced	PCG 75 00 03 96	Not available0		PCG 75 00 02 08 (revised Dec)2.pdf

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Directors & Officers Liability & Educators Legal Liability Coverage Form	GCG 71 01	02 08	Policy/CoveNew rage Form		28.20	GCG 71 01 02 08.pdf
Approved	Supplemental Extended Reporting Period Endorsement	GCG 71 05	02 08	Endorseme New nt/Amendm ent/Condi tions		26.30	GCG 71 05 02 08.pdf
Approved	General Aggregate Limit Amendment	GCG 05 21	02 08	Endorseme New nt/Amendm ent/Condi tions		22.40	GCG 05 21 02 08.pdf
Approved	Specified Entities Schedule	GCG 25 51	02 08	Endorseme New nt/Amendm ent/Condi tions		36.40	GCG 25 51 02 08.pdf
Approved	General Liability Declarations Page & Schedule	PCG 75 00	02 08	Declaration Replaced s/Schedule	Replaced Form #:0.00 PCG 75 00 03 96 Previous Filing #: Not available		PCG 75 00 02 08 (revised Dec)2.pdf

DIRECTORS AND OFFICERS LIABILITY AND EDUCATORS LEGAL LIABILITY COVERAGE FORM

COVERAGE H. DIRECTORS AND OFFICERS LIABILITY AND EDUCATORS LEGAL LIABILITY PROVIDES CLAIMS-MADE COVERAGE PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY

Various provisions in this Coverage Form completely restrict or partially limit coverage. Read this Coverage Form and the entire policy carefully to determine your rights, duties and what is and is not covered.

Throughout this Coverage Form, the words "you" and "your", whether appearing in quotation marks or not, refer strictly to the Named Insured shown in the Declarations and any other person or organization qualifying or designated as a Named Insured within **Section II -- Who Is An Insured** of this Coverage Form. The words "we", "us" and "our" refer to the Company providing this coverage.

The word "insured" is limited within this Coverage Form and means any person or organization qualifying as such under **Section II -- Who Is An Insured** of this Coverage Form.

With respect to the coverage provided by this Coverage Form, the words "claim", "claims", and "damages", whether appearing in quotation marks or not, shall have the special meanings described in **Section V -- Definitions** of this Coverage Form.

Other words and phrases that appear in quotation marks have special meaning. Refer to both **Section V -- Definitions** of the Commercial General Liability Coverage Form, and the other definitions provided herein which are unique and specific to this Coverage.

SECTION I -- COVERAGES

Coverage H is merged within and is a comprised part of the Commercial General Liability Coverage Form. The coverage provided by **Coverage H** is distinct and separate from any other coverage provided by or within **Section I -- Coverages** of the Commercial General Liability Coverage Form.

COVERAGE H. DIRECTORS AND OFFICERS LIABILITY AND EDUCATORS LEGAL LIABILITY

1. INSURING AGREEMENT

- a. We will pay only those sums that the insured becomes legally obligated to pay as "damages" because of "loss" arising out of an "educational services incident" or a "wrongful act" to which this Coverage applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages" even if the allegations of the "suit" are groundless, false or fraudulent.

However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this Coverage does not apply. We may, at our discretion, investigate any "educational services incident" or "wrongful act" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **Section III -- Limits Of Insurance -- Coverage H** contained herein; and
- (2) Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage H**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments -- Coverage H**.

- b. This Coverage applies to "loss" arising out of an "educational services incident" or a "wrongful act" only if:
- (1) The "loss" that results from the "educational services incident" or "wrongful act" takes place in the "coverage territory";
 - (2) The "educational services incident" or "wrongful act" first occurs between:

(a) The applicable Retroactive Date, if any, shown in the Declarations or the beginning of the policy period, whichever comes first; and

(b) The end of the policy period;

(3) A "claim" for "damages" because of the "educational services incident" or "wrongful act" is first made against any insured and reported to us, in accordance with Paragraph c. below, during the policy period or any applicable Extended Reporting Period we provide to you under **Section VI -- Extended Reporting Periods -- Coverage H**; and

(4) Prior to the earlier of:

(a) The beginning of this policy period; or

(b) The beginning of any prior policy period of which this policy is a continuous replacement of a policy issued by us or one of our affiliated member companies,

no insured listed under Paragraph 1. of **Section II -- Who Is An Insured** of this Coverage Form, and no "authorized person":

(i) Knew of a "claim", or with reasonable diligence could have reasonably foreseen the possibility of a "claim", for "damages" from either the "educational services incident" or "wrongful act"; or

(ii) Reported the "educational services incident" or "wrongful act" to another insurer as a "claim", "occurrence", offense, incident or circumstance.

c. A "claim" seeking "damages" will be deemed to have been made at the earlier of the following times:

(1) When any insured becomes aware of or receives a "claim" for "damages";

(2) When notice of such a "claim" is received by us; or

(3) When we make settlement in accordance with Paragraph 1.a. above.

d. All "claims" for "damages" because of "loss" arising out of an "educational services incident" or a "wrongful act" will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. EXCLUSIONS

a. The insurance granted by this Coverage shall not apply to:

(1) Contractual Liability

Any "claim" for which you are obligated to pay "damages" because of the assumption of the tort liability of another party in a contract or agreement.

(2) Breach Of Contract

Any liability arising out of a breach of contract.

(3) Pollution

Any "claim", notification, or "suit" arising out of or related to:

(a) An actual, alleged, or threatened discharge, dispersal, release or escape of "pollutants", or

(b) Any governmental direction, order or request that you or any insured test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize "pollutants".

(4) Administrative Actions

Any "claim", action, administrative proceeding, "suit", or hearing brought by or on behalf of any regulatory or administrative agency, including, but not limited to, any right the agency may have as a receiver, liquidator, conservator, or otherwise.

(5) Ecclesiastical Liability

Any "claim" or "suit" arising from or related to ecclesiastical law, statute, canon, rule, or regulation.

(6) Dishonest, Fraudulent, Criminal, or Malicious Act

Any admitted or adjudicated: fraudulent, dishonest, criminal, or malicious act.

(7) Cross-Insured

Any "claim" or "suit" asserted or made against any insured by you or any other insured.

(8) Civil Rights / Fair Housing / False Claims

(a) Any liability, fees or "damages" arising out of or related to the Civil Rights Act codified at 42 U.S.C. § § 1982-1987, the Fair Housing Act codified at 42 U.S.C. § § 3601et. Seq., the False Claims Act codified at 31 U.S.C. chapters 37 and 38 or any similar State, municipal or local code, regulation or ordinance; or

(b) Any liability arising out of or related to a "wrongful act" or the failure to provide "educational services", directly or indirectly on the basis of race, sex, ethnic background, sexual preference or religion.

(9) Professional Services

Any "claim" arising out of or attributable to any actual or alleged failure to perform any "professional services".

(10) Failure to License

Any "educational services incident" or "wrongful act" arising from or related to the performance of duties by an unlicensed educator, when such person is required by a federal or state authority to obtain and maintain an educator license.

(11) Criminal Or Penal Regulation Or Statute

To the cost of defense of, or the cost of paying any fines for any person resulting from actual or alleged violations of any criminal or penal regulation or statute.

(12) Employment Related Practices

Any "claim" or "suit" arising out of or related to "employment-related practices".

(13) Disaffiliation

Any "educational services incident" or "wrongful act" that results from or is related in any manner to an actual or attempted disaffiliation or schism between or among religious institutions. This exclusion applies regardless of:

- a. The nature of the "damages" claimed or relief sought; and
 - b. Whether the "claim" or "suit" is based upon contract or tort.
- b. The insurance granted by this Coverage shall not apply to an "educational services incident" arising out of, relating to or stemming from:

(1) Workers' Compensation And Similar Laws

Any obligation under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

(2) Employer's Liability

Any "loss" to:

- (a)** An "employee" of the insured arising out of or in the course of:
 - (i)** Employment by the insured; or
 - (ii)** Performing duties related to the conduct of the insured's business; or
- (b)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(a)** above.

This exclusion applies:

- (a)** Whether the insured may be liable as an employer or in any other capacity; and

- (b) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the "loss".
- c. The insurance granted by this Coverage shall not apply to a "wrongful act" arising out of, relating to or stemming from:

(1) Personal Profits

Personal profits or advantages which you or your "directors or officers" are not legally entitled.

(2) Securities

Profits made from the purchase or sale of any security within the meaning of § 16(b) of the Securities Exchange Act of 1934 and any subsequent amendments thereto, or similar provisions of any State, municipal, or legal statute, regulation, or ordinance.

(3) Real Property

Any "claim" or "suit" involving title to any real property.

(4) Insurance

The failure or omission to procure, renew, or maintain insurance or bonds.

(5) ERISA

Any liability imposed by the Employers Retirement Income Security Act of 1974 (ERISA) or any amendments thereto, or similar provisions of any State, municipal or legal statute, regulation or ordinance.

**SUPPLEMENTARY PAYMENTS --
COVERAGE H**

The following supplementary payments are unique to **Coverage H**. For purposes of this Coverage, none of **Section I -- Supplementary Payments -- Coverages A and B** of the Commercial General Liability Coverage Form is incorporated by reference and shall not be relied upon in determining the supplementary payments made under this Coverage.

- 1. We will pay, with respect to any "claim" we investigate or settle or any "suit" we defend:

- a. All expenses we incur.
- b. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- c. All costs taxed against the insured in the "suit".
- d. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

2. Defense Reimbursement For Suit Seeking Injunctive Relief

- a. We will reimburse you for the reasonable "defense costs" that you incur because of a "suit" that takes place in the "coverage territory" seeking non-monetary or injunctive relief to which **Coverage H** applies. We will not reimburse you for "defense costs" you incur for any "suit" seeking non-monetary or injunctive relief to which **Coverage H** does not apply. Our responsibility to reimburse you under this Paragraph 2.a. is limited to \$10,000.
- b. This Defense Reimbursement applies only if:

- (1) The "suit" seeking non-monetary or injunctive relief is caused by an "educational services incident" or "wrongful act" that first occurs between:

- (a) The applicable Retroactive Date, if any, shown in the Declarations or the beginning of the policy period, whichever comes first; and

- (b) The end of the policy period; and

- (2) The "suit" seeking non-monetary or injunctive relief is both:

- (a) First served against any insured during the policy period; and
- (b) Reported to us during the policy period or within sixty (60) days thereafter.

3. In the event a defense is provided or will be provided to you under any policy or this policy including this **Coverage H**, we will have no obligation or liability to pay any sums or perform any acts or services other than as described in Paragraph 1. immediately above.

These payments will not reduce the limits of insurance under **Coverage H** nor will they be used to satisfy the deductible conditioned below.

SECTION II -- WHO IS AN INSURED -- COVERAGE H

The following provisions are unique to **Coverage H**. For purposes of this Coverage, none of **Section II -- Who Is An Insured** of the Commercial General Liability Coverage Form is incorporated by reference and shall not be relied upon in determining who is an insured under this Coverage.

For purposes unique to **Coverage H**:

1. The following are insureds:
 - a. You;
 - b. The educational entity described in the Declarations, if different from Paragraph a. immediately above;
 - c. Your governing boards, and their past or present directors, trustees or members; and
 - d. Your past or present elected or appointed "executive officers" or officials.

The persons or organizations described in Paragraphs c. and d. immediately above are insureds only while acting within the scope of their duties for you.

2. Each of the following is also an insured:
 - a. The respective lawful spouse of any natural person who is included as an insured under Paragraph 1. immediately above.
 - b. Your past or present "employees", but only for acts within the scope of their

employment by you or while performing duties that are authorized by you.

- c. Your past or present volunteers, independent contractors or student teachers, but only for acts within the scope of their duties that are authorized by you or are performed on your behalf.
- d. Your school committees, parent/teacher associations, or similar affiliated governing bodies. However, the insurance provided by this Coverage to such committees, associations or governing bodies is strictly on an excess basis and is not primary insurance.
- e. The estate, heirs, legal representatives or assigns of any natural person who is included above as an insured, in the event of death, incapacity or bankruptcy.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured provided there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only when the newly acquired or formed organization operates or conducts the same or similar business as you;
- b. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- c. Regardless of when the "educational services incident" or "wrongful act" took place or when the "claim" is made, this Coverage does not apply to any "damages" because of "educational services incident" or "wrongful act" that occurred before you acquired or formed the organization.

SECTION III -- LIMITS OF INSURANCE -- COVERAGE H

The following Limits of Insurance provisions are unique to **Coverage H**. For purposes of this Coverage, none of **Section III -- Limits Of Insurance** of the Commercial General Liability Coverage Form is incorporated by reference and shall not be relied upon in determining the limits of available coverage.

1. Our obligation to pay "damages" for any one "educational services incident" or "wrongful act" is the Directors and Officers Liability and Educators Legal Liability Each Claim Limit shown in the Declarations. Our total obligation for "damages" covered by this Coverage is the Directors and Officers Liability and Educators Legal Liability Total Damages Limit shown in the Declarations regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought;
- c. Persons or organizations making "claims" or bringing "suits"; or
- d. Policies involved.

2. When we have used up the limits described herein by paying settlements or judgments, we will have no further duty to defend any "claims" or "suits", whether pending at the time or started afterwards.

3. Deductible

- a. Our obligation to pay "damages", as described in Paragraph 1. above, applies only to the amount of "damages" in excess of \$1,000 for each "claim". The limits of insurance shall not be reduced by the amount of this deductible.
- b. The terms of this coverage form with respect to:
 - (1) Our right and duty to defend; and
 - (2) Your duties in the event of a negligent act, error or omission, "claim", or "suit",

apply irrespective of the existence of a liability deductible or the application of the deductible amount.

- c. At our sole discretion, we may pay any part or the entire deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION IV -- CONDITIONS -- COVERAGE H

The following conditions are unique to Coverage H. The remainder of Section IV -- Conditions of the Commercial General Liability Coverage Form

is incorporated by reference. Where there is a conflict the conditions and duties provided herein will supersede those contained in **Section IV -- Conditions** of the Commercial General Liability Coverage Form.

2. Duties In The Event Of An Educational Services Incident or Wrongful Act, Claim Or Suit

Consistent with the Insuring Agreement contained within this Coverage:

a. Incident Reporting

You must see to it that we are directly notified, by the means and methods determined by us, of any "educational services incident" or "wrongful act", which may result in a "claim". You must provide us with such notice as soon as practicable during the policy period or any Extended Reporting Period we provide to you under **Section VI -- Extended Reporting Periods -- Coverage H**. To the extent possible, notice should include:

- (1) How, when and where the "educational services incident" or "wrongful act" took place;
- (2) The names and addresses of anyone who may suffer "damages" as a result of the "educational services incident" or "wrongful act"; and
- (3) The nature of the "damages" arising out of the alleged "educational services incident" or "wrongful act".

If such notice is provided to us, then any such "claim" that is subsequently made against you and reported to us shall be deemed to have been made at the time we received such notice.

b. Claim Reporting

If a "claim" is received by any insured, you must:

- (1) Immediately record the specifics of the "claim" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

c. Other Duties

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us to the fullest extent reasonably necessary in the investigation, settlement or defense of the "educational services incident", "wrongful act", "claim" or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of "loss" or "damages" to which this insurance may also apply.

d. No Voluntary Payments

You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligation to pay those sums that you become legally obligated to pay as "damages" to which this insurance applies is not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

- (1) This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the policy period shown in the Declarations for this Coverage and that applies to "loss" caused by

an "educational services incident" or "wrongful act" on other than a claims-made basis, if:

- (a) No Retroactive Date is shown in the Declarations of this insurance; or
 - (b) The other insurance has a policy period which continues after the applicable Retroactive Date shown in the Declarations of this insurance.
- (2) When this insurance is excess, we will have no duty under this Coverage Form to defend any insured against any "suit" if any other insurer has a duty to defend that insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the applicable Limits of Insurance shown in the Declarations.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or until none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on

the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Two or More Policies or Coverage Forms

If two or more policies or Coverage Forms issued by us apply to the same insured and these policies or Coverage Forms also apply to the same "claim" or "suit", the maximum amount we will pay as "damages" under all the policies or Coverage Forms will not exceed the highest applicable Limit of Insurance that applies to any one of the policies or Coverage Forms.

This condition does not apply to any insurance that was purchased specifically to apply in excess of the applicable Limits of Insurance shown in the Declarations.

SECTION V -- DEFINITIONS -- COVERAGE H

The following words or phrases have a specific and unique meaning to **Coverage H**. The remainder of **Section V -- Definitions** of the Commercial General Liability Coverage Form is incorporated by reference. Certain definitions contained within **Section V -- Definitions** of the Commercial General Liability Coverage Form may be reproduced for ease of reference in this Coverage Form. Where there is a conflict, the definitions provided herein will supersede those contained in **Section V** of the Commercial General Liability Coverage Form.

1. "Alternative dispute resolution" includes, but is not limited to: negotiation, mediation, arbitration, or summary jury trials.
2. "Authorized person" means any "employee" that is elected, appointed or authorized to give or receive notice of a "claim", "occurrence", offense, incident or circumstance.
3. "Claim" or "claims" mean a verbal or written demand for money or restitution in any form.
4. "Damages" means only those compensatory tort damages allowed by law. "Damages" does not include statutory penalties, regardless of how assessed; attorney fees; costs or expenses; or punitive or exemplary damages.
5. "Defense costs" means and is limited to reasonable and necessary outside attorney fees and expenses, court costs, and the cost of appeal bonds.
6. "Director or officer" or "directors or officers" mean those insureds that are appointed or elected and authorized with the responsibility to manage and/or direct your affairs, while acting solely and exclusively in their capacity for you.
7. "Educational services" means the creation, implementation and maintenance of educational programs. "Educational services" includes, but is not limited to, administrative duties, scheduled and sanctioned extra-curricular activities and interscholastic and intramural athletic events.
8. "Educational services incident" means a single or a series of interrelated continuing actual or alleged negligent: acts, errors, omissions, misrepresentations, or breaches of duty by any insured in the rendering of or the failure to render "educational services" whether acting individually or in concert; all of which together constitute a single educational services incident.
9. "Employment related practices" mean:
 - a. The refusal to employ;
 - b. Termination of employment, or a breach of any express or implied covenants of employment; or
 - c. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other practices, policies, acts or omissions, related to employment.
10. "Loss" means any sustained injury or harm, but does not include "bodily injury", "property damage", "personal and advertising injury", "sexual misconduct" or "sexual molestation"; or "sexual harassment".
11. "Pollutants" mean any active or inert: solid, liquid, gaseous or thermal irritant or contaminant, including without exclusion: smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, lead and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
12. "Professional service" or "professional services" mean:

- a. Administering a medical, surgical, dental treatment by anyone other than your school nurse, athletic trainer, or athletic activities coach;
 - b. Furnishing or dispensing of drugs or providing medical, dental or surgical supplies or appliances; or
 - c. Providing advice or assistance with respect to accounting, architecture, engineering, insurance, investment, law, real estate or tax.
13. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:
- a. Is linked implicitly or explicitly with a decision affecting a term or condition of any individual's employment;
 - b. Interferes with any individual's job performance; or
 - c. Creates an intimidating, hostile or offensive working environment for any individual.
14. "Sexual misconduct" or "sexual molestation": is any activity which is sexual in nature whether permitted or unpermitted, including but not limited to, sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, photographic, video or other reproduction of sexual activity, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, undue familiarity, or unauthorized touching.
15. "Suit" means any proceeding in a civil court to recover "damages" to which this coverage applies. "Suit" includes an "alternative dispute resolution" proceeding in which "damages" are claimed and to which an insured must submit or does submit with our consent.
16. "Wrongful act" means a single or a series of interrelated continuing actual or alleged negligent: acts, errors, omissions, misrepresentations, or breaches of duty initiated or ratified by you or one or more of your "directors or officers" acting individually or in concert; all of which together constitute a single wrongful act.

SECTION VI -- EXTENDED REPORTING PERIODS -- COVERAGE H

This Extended Reporting Period is unique to **Coverage H**. For purposes of this Coverage, in the event **Section VI -- Extended Reporting Periods** of the Commercial General Liability Coverage Form exists, none of **Section VI -- Extended Reporting Periods** of the Commercial General Liability Coverage Form, is incorporated by reference and shall not be relied upon in determining the Extended Reporting Period.

1. We will provide one or more Extended Reporting Periods, as conditioned below, if:
 - a. This Coverage is canceled or not renewed; or
 - b. We renew or replace this Coverage with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations for this Coverage; or
 - (2) Does not apply to "loss" arising out of an "educational services incident" or a "wrongful act" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for an "educational services incident" or a "wrongful act" that first occurs before the end of the policy period but not before the applicable Retroactive Date, if any, shown in the Declarations.
3. A Basic Extended Reporting Period is automatically provided without additional charge, with respect to "claims" arising from or related to an "educational services incident" or a "wrongful act", not previously reported to us within sixty days of the end of the policy period. This Basic Extended Reporting Period starts with the end of the policy period and lasts for sixty days.

Once in effect, Extended Reporting Periods may not be canceled and the premium due for any Supplemental Extended Reporting Period you purchase will be considered fully earned and not refundable.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of

the amount of insurance applicable to such "claims".

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period is available, but only by an endorsement and for an additional premium charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

The Supplemental Extended Reporting Period may be purchased for a limited duration of one year, two years, three years, four years or five years, or for an unlimited duration. We will determine the additional premium in accordance with our rules, rates and rating plans.

The Supplemental Extended Reporting Period will not go into effect unless you give us a written request for the endorsement specifying the duration of the Supplemental Extended Reporting Period being requested, and pay the additional premium charge along

with any other earned but unpaid premium that is due, prior to the expiration of the Basic Extended Reporting Period.

When issued this endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limits of insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental Total Damages Limit will be equal to the dollar amount of the Directors and Officers Liability and Educators Legal Liability Total Damages Limit shown in the Declarations in effect at the end of the policy period.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY AND EDUCATORS LEGAL LIABILITY COVERAGE FORM

SCHEDULE

Duration:

Premium:

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A. A Supplemental Extended Reporting Period Endorsement is provided, as described in **Section VI -- Extended Reporting Periods -- Coverage H** and as outlined below, for the duration shown in the Schedule.
- a. Insureds;
- b. "Claims" made or "suits" brought;
- c. Persons or organizations making "claims" or bringing "suits";
- d. Policies involved.
- However, the Aggregate Limit does not apply to "damages" for "claims" first made and recorded during the Supplemental Extended Reporting Period. "Damages" for "claims" first made and recorded during the Supplemental Extended Reporting Period apply to the Supplemental Aggregate Limit provided immediately below.
- B. A Supplemental Aggregate Limit applies, as set forth in Paragraph C. below, to "claims" first received and recorded during the Supplemental Extended Reporting Period. This limit is equal to the Aggregate Limit entered on the Declarations in effect at the end of the policy period of the policy to which this endorsement is attached.
- C. Paragraph 1. of **Section III -- Limits Of Insurance -- Coverage H** is replaced by the following:
1. Our obligation to pay "damages" because of any "loss" arising out of an "educational services incident" or "wrongful act" is the Educators Legal Liability and Directors and Officers Each Claim limit shown in the Declarations. Our total obligation for "damages" covered by this Coverage is the Aggregate Limit shown in the Declarations regardless of the number of:
- The Supplemental Annual Aggregate Limit, as described in **Section VI -- Extended Reporting Periods -- Coverage H**, is the most we will pay for the sum of "damages" under **Coverage H** for "claims" first received and recorded during the Supplemental Extended Reporting Period.
- D. **Section III -- Limits Of Insurance -- Coverage H**, as amended by Paragraph C. above, is otherwise unchanged and applies in its entirety.

EXCLUSION -- SPECIFIED ENTITIES SCHEDULE

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
DIRECTOR AND OFFICER LIABILITY
DIRECTORS AND OFFICERS LIABILITY AND EDUCATORS LEGAL LIABILITY
COVERAGE FORM

Coverage does not apply with respect to the entities shown below:

SCHEDULE

GENERAL AGGREGATE LIMIT AMENDMENT

THIS DOCUMENT IS AN ENDORSEMENT THAT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 2. under **SECTION III -- LIMITS OF INSURANCE:**

- 2. d. Damages under Coverage H.**

C O M M E R C I A L G E N E R A L L I A B I L I T Y
C O V E R A G E P A R T D E C L A R A T I O N S P A G E

POLICY EFFECTIVE XX/XX/XXXX

POLICY NO. XXXX-XXX

NAMED INSURED XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$	X,XXX,XXX
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	X,XXX,XXX
PERSONAL & ADVERTISING INJURY LIMIT	\$	X,XXX,XXX
EACH OCCURRENCE LIMIT	\$	X,XXX,XXX
PROPERTY DAMAGE LIMIT (LEGAL LIABILITY) ANY ONE OCCURRENCE	\$	X,XXX,XXX
MEDICAL EXPENSE LIMIT ANY ONE PERSON	\$	X,XXX

FORM OF BUSINESS: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

PREMISES ARE THE SAME AS SHOWN ON THE COMMERCIAL
PROPERTY COVERAGE PART DECLARATIONS PAGE

CLASSIFICATIONS

CLASSIFICATION	CODE NO.	PREMIUM BASIS	EXPOSURE
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXX	XXXXX	X	
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXX	X	XXXX
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXX	X	XXXX
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXX	X	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX	XXXXX	X	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXX	XXXXX	X	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXX	X	

PREMIUM BASIS: A-AREA C-TOTAL COST M-ADMISSIONS
P-PAYROLL S-GROSS SALES U-UNITS OR EACH

CONTINUED ON THE NEXT PAGE

COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS PAGE

POLICY EFFECTIVE XX/XX/XXXX

POLICY NO. XXXX-XXX

NAMED INSURED XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

ENDORSEMENT SCHEDULES

FORM XXXXXXX/XXXX
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FORM XXXXXXX/XXXX
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SCHEDULE

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
RETROACTIVE DATE: XX/XX/XXXX

SERFF Tracking Number: GDEA-125617142 State: Arkansas
First Filing Company: GuideOne Elite Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: ELLAR070108FO01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Commercial General Liability
Project Name/Number: /ELLAR070108FO01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GDEA-125617142 State: Arkansas
First Filing Company: GuideOne Elite Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: ELLAR070108FO01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Commercial General Liability
Project Name/Number: /ELLAR070108FO01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 04/29/2008

Comments:

Attachment:

P&C Trans.pdf

Satisfied -Name: Letter and Memo **Review Status:** Approved 04/29/2008

Comments:

Attachments:

Cover Letter (ELL GL Form).pdf
FILING MEMORANDUM (ELL GL Form).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 #
GuideOne Insurance	303

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
GuideOne Mutual Insurance Co	IA	15032	42-0645088	14
GuideOne Specialty Mutual Ins. Co	IA	14559	42-0660911	14
GuideOne Elite Ins. Co.	IA	42803	42-1206846	14

5. Company Tracking Number	ELLAR070108FO01
-----------------------------------	-----------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Ellen Love 1111 Ashworth Road West Des Moines, IA 50265	R&C Coordinator	877-448-4331, Ext. 5052	515-267-5633	elove@guideone.com

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

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

9.	Type of Insurance (TOI)	17.0 Other Liability-Occ/Claims Made
10.	Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General 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: 7/1/08 Renewal: 9/1/08
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	4/21/08
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 #	ELLAR070108FO01
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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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At this time, we are filing to introduce under the Commercial General Liability Section, a new directors and officers and educators legal liability coverage option on countrywide basis. This filing is consisted of a new Directors and Officers Liability and Educators Legal Liability Coverage Form, accompanying endorsements used in conjunction with this coverage form, and a companion rating rule page. We also are filing a revised Declaration Page for Commercial General Liability Coverage Part to accommodate the need for this new coverage option. Since this filing is to initiate a new coverage option and establish a new rating rule, there is no rate impact on any existing GuideOne policyholders.

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 #	ELLAR070108FO01
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	ELLAR070108RU01

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	D&O Liability & ELL Coverage Form	GCG 7101 0208	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Supplemental Extended Reporting Period Endorsement	GCG 7105 0208	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Exclusion – Specified Entities Schedule	GCG 0521 0208	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	General Aggregate Limit Amendment	GCG 2551 0208	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	GL Dec Page and Endorsement Schedule	PCG 7500 0208	<input type="checkbox"/> New <input checked="" 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		



1111 Ashworth Road
West Des Moines, IA 50265-3538
515-267-5000 Phone
www.guideone.com

April 21, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE: **COMMERCIAL GENERAL LIABILITY – Forms**
Company Filing # ELLAR070108FO01
GuideOne Mutual Insurance Company - NAIC # 303-15032
GuideOne Specialty Mutual Insurance Company – NAIC # 303-14559
GuideOne Elite Insurance Company, NAIC # 303-42803, FEIN #42-1206846

Dear Commissioner:

At this time, we are filing to introduce under the Commercial General Liability Section, a new directors and officers and educators legal liability coverage option on countrywide basis. This filing is consisted of a new Directors and Officers Liability and Educators Legal Liability Coverage Form, accompanying endorsements used in conjunction with this coverage form, and a companion rating rule page. We also are filing a revised Declaration Page for Commercial General Liability Coverage Part to accommodate the need for this new coverage option. Since this filing is to initiate a new coverage option and establish a new rating rule, there is no rate impact on any existing GuideOne policyholders.

The corresponding General Liability Rules filing (ELLAR070108RU01) is being filed under your No File law. Also, Umbrella Forms and Rating Rule are being filed under a separate cover (Co Filing # ELLUMAR070108RU01 & ELLUMAR070108FO01).

Under your Prior Approval Filing Laws and Regulations, we respectfully request your review and approval to have these forms available for use in your state effective on or after July 1, 2008 for all new policies and on or after September 1, 2008 for all renewal policies.

Enclosed with this filing are the following:

- Filing Memorandum
- GCG 7101 0208 - Directors & Officers Liability & Educators Legal Liability Coverage Form
- GCG 7105 0208 - Supplemental Extended Reporting Period Endorsement
- GCG 0521 0208 - Exclusion – Specified Entities Schedule
- GCG 2551 0208 - General Aggregate Limit Amendment
- PCG 7500 0208 - General Liability Declarations Page and Endorsement Schedule
- All necessary transmittal forms and filing fees, if any

Should you have any questions pertaining to this filing, please feel free to contact me at the number listed below.

Sincerely,

Ellen Love
Research and Compliance Coordinator
(877) 448-4331 Ext. 5126
(515) 267-5633 – Fax
elove@guideone.com

FILING MEMORANDUM

GuideOne is filing to introduce under the Commercial General Liability Section, a new directors and officers and educators legal liability coverage option on countrywide basis.

This filing is consisted of a new Directors and Officers Liability and Educators Legal Liability Coverage Form GCG 71 01 02 08, accompanying endorsements used in conjunction with this coverage form, and a companion rating rule page. We also are filing a revised Declaration Page for Commercial General Liability Coverage Part to accommodate the need for this new coverage option.

Since this filing is to initiate a new coverage option and establish a new rating rule, there is no rate impact on any existing GuideOne policyholders.

The corresponding General Liability Rules (ELLWA070108RU01), Umbrella Forms and Rating Rule are being filed under a separate cover (Co Filing # ELLUMWA070108RU01 & ELLUMWA070108FO01).

FORMS:

GCG 7101 is a new form and is not replacing another form. Our remaining filed forms are unaffected by this filing.

I. GCG 7101 0208 Directors and Officers Liability and Educators Legal Liability

This new form provides coverage for Directors & Officers Liability and Educators Legal Liability. This coverage is written on a claims made basis and will be used in conjunction with currently filed form Commercial General Liability Coverage Form PCG 2510. Form GCG 7101 provides coverage for damages because of loss arising out of an educational services incident or a wrongful act. This is an optional coverage form.

Flesch Score: 28.2

II. GCG 7105 0208 Supplemental Extended Reporting Period Endorsement

This new endorsement will be used in conjunction with the Extended Reporting Period provisions of form GCG 7101, to provide a supplemental extended reporting period of the duration shown in the schedule of this form. The additional premium charge for this endorsement shall not exceed 200% of the expiring premium, as stated in the Rules pages that accompany this filing. This is an optional form that will be endorsed onto GCG 7101 for those that have elected to purchase a supplemental extended reporting period.

Flesch Score: 26.3

III. GCG 0521 0208 General Aggregate Limit Amendment

This new endorsement will be mandatory with the use of form GCG 7101. The use of this endorsement clarifies that the Commercial General Liability Aggregate includes Damages under the Directors and Officers Liability and Educators Legal Liability coverage form, GCG 7101.

Flesch Score: 22.4

IV. GCG 2551 0208 Exclusion – Specified Entities Schedule

This new optional endorsement form removes coverage for the liability of the entity shown in the schedule, when there is a known exposure beyond that contemplated by our current rate structure. This endorsement will be used in conjunction with form GCG 7101.

Flesch Score: 36.4

V. PCG 75 00 General Liability Declarations Page and Schedule

Our General Liability Declarations Page has been amended to allow for the entry of a retroactive date for the claims-made Directors and Officers Liability and Educators Legal Liability coverage part.

ACTUARIAL MEMORANDUM:

GuideOne is a niche writer, specializing in providing commercial insurance to Churches and Religiously Affiliated Institutions such as Colleges, Schools, and Non Profit Senior Living Communities (SLC). GuideOne is filing a new Directors and Officers Liability and Educators Legal Liability Coverage Form designed to address professional liability exposures for educational institutions. This form provides coverage on a claims-made basis. The proposed pricing was developed based on competitors' rates as well as actuarial judgment.

SERFF Tracking Number: GDEA-125617142 State: Arkansas
 First Filing Company: GuideOne Elite Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: ELLAR070108FO01
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Commercial General Liability
 Project Name/Number: /ELLAR070108FO01

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	General Liability Declarations Page 04/21/2008 & Schedule		PCG 75 00 02 08 (revised Dec).pdf

C O M M E R C I A L G E N E R A L L I A B I L I T Y
C O V E R A G E P A R T D E C L A R A T I O N S P A G E

POLICY EFFECTIVE XX/XX/XXXX

POLICY NO. XXXX-XXX

NAMED INSURED XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$	X,XXX,XXX
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	X,XXX,XXX
PERSONAL & ADVERTISING INJURY LIMIT	\$	X,XXX,XXX
EACH OCCURRENCE LIMIT	\$	X,XXX,XXX
DAMAGE TO PREMISES RENTED TO YOU LIMIT ANY ONE PREMISES	\$	X,XXX,XXX
MEDICAL EXPENSE LIMIT ANY ONE PERSON	\$	X,XXX

FORM OF BUSINESS: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

PREMISES ARE THE SAME AS SHOWN ON THE COMMERCIAL
PROPERTY COVERAGE PART DECLARATIONS PAGE

CLASSIFICATIONS

CLASSIFICATION	CODE NO.	PREMIUM BASIS	EXPOSURE
XXXXXXXXXXXXXXXXXX XXXXXXXXXX	XXXXX	X	
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXX	X	XXXX
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	XXXXX	X	XXXX
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXX	XXXXX	X	
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXX	XXXXX	X	
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXX	XXXXX	X	

PREMIUM BASIS: A-AREA C-TOTAL COST M-ADMISSIONS
P-PAYROLL S-GROSS SALES U-UNITS OR EACH

CONTINUED ON THE NEXT PAGE

COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS PAGE

POLICY EFFECTIVE XX/XX/XXXX

POLICY NO. XXXX-XXX

NAMED INSURED XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

ENDORSEMENT SCHEDULES

FORM XXXXXXXX/XXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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