

SERFF Tracking Number: GDEA-125617112 State: Arkansas  
First Filing Company: GuideOne Elite Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: ELLUMAR070108FO01  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Commercial Umbrella  
Project Name/Number: /ELLUMAR070108FO01

## Filing at a Glance

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

Product Name: Commercial Umbrella	SERFF Tr Num: GDEA-125617112	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.0020 Commercial Umbrella & Excess	Co Tr Num: ELLUMAR070108FO01	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Ellen Love	Disposition Date: 06/24/2008
	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: ELLUMAR070108FO01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 06/24/2008	
State Status Changed: 04/30/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

We are filing to introduce under the Commercial Umbrella Section, a new directors and officers and educators legal liability umbrella coverage option on countrywide basis. This filing is consisted of a new Directors and Officers Liability and Educators Legal Liability Umbrella Coverage Form, an accompanying endorsement used in conjunction with this coverage form, and a companion rating rule page. 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.

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The corresponding rule filing, company filing #ELLUMAR070108RU01, is being filed under your No File law.

We also have corresponding General Liability Forms and Rating Rule being filed under a separate cover (Company Filing # ELLAR070108RU01 and #ELLAR070108FO01).

## 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

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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

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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

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## 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	19757595
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	06/24/2008	06/24/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	04/30/2008	04/30/2008	Ellen Love	06/24/2008	06/24/2008
Industry Response						

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## Disposition

Disposition Date: 06/24/2008

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	Cover Letter	Approved	Yes
Supporting Document	Memo	Approved	Yes
Supporting Document	P & C Transmittal	Approved	Yes
Supporting Document	GCU 17 27	Approved	Yes
Form	Directors & Officers Liability & Educators Legal Liability Umbrella Forms	Approved	Yes
Form	Supplemental Extended Reporting Period Umbrella Endorsement	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 04/30/2008  
Submitted Date 04/30/2008  
Respond By Date  
Dear Ellen Love,

This will acknowledge receipt of the captioned filing.

Please refer to Form GCU 70 51 02 08, page 5, Section VII, #5, 3rd paragraph. Please reference: "...pay any additional charge ALONG WITH ANY OTHER EARNED BUT UNPAID PREMIUM THAT IS DUE..."

You may not withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium. Also, if money is received in payment of the optional extended reporting period, that money must be applied to put the optional extended reporting period coverage into effect, rather than first applied to premium owed on the terminated policy period.

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 06/24/2008  
Submitted Date 06/24/2008

Dear Edith Roberts,

### Comments:

### Response 1

Comments: As indicated in paragraph 5. of Section VII Extended Reporting Periods – Coverage H on page 5. we were asked to delete the requirement that the insured must pay any earned but unpaid premium in addition to the SERP charge. We have done so and are filing Arkansas amendatory form GCU 1727 0208 to be in compliance with Arkansas requirements.

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Thank you once again and please advise if there are any additional questions.

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: GCU 17 27

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Ellen Love

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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 Umbrella Forms	GCU 70 51	02 08	Policy/CoveNew rage Form		0.00	GCU 70 51 02 08.pdf
Approved	Supplemental Extended Reporting Period Umbrella Endorsement	GCU 70 55	02 08	Endorseme New nt/Amendm ent/Condi tions		0.00	GCU 70 55 02 08.pdf

# DIRECTORS AND OFFICERS LIABILITY AND EDUCATORS LEGAL LIABILITY UMBRELLA COVERAGE FORM

## COVERAGE H. DIRECTORS AND OFFICERS LIABILITY AND EDUCATORS LEGAL LIABILITY COVERAGE FORM 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 III -- 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 III -- 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 VI -- Definitions** of this Coverage Form.

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

### SECTION I -- COVERAGES -- COVERAGE H

**Coverage H** is merged within and is a comprised part of the Commercial Umbrella 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 Umbrella Liability Coverage Form.

### COVERAGE H. DIRECTORS AND OFFICERS LIABILITY AND EDUCATORS LEGAL LIABILITY COVERAGE

#### 1. Insuring Agreement

- a. We will pay the "ultimate net loss" in excess of the "retained limit", 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. But the amount we will pay for "damages" is limited as described in **Section III -- Limits Of Insurance**.
- b. This Coverage applies to "loss" arising out of an "educational services incident" or a "wrongful act" only if:
  - (1) 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 for this Coverage 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 VII -- 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 renewal or replacement of a policy issued by us or one of our affiliated member companies,

no insured listed under Paragraph 1. of **Section III -- Who Is An Insured** of the Commercial Umbrella Liability 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 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 earliest 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. Defense

- a. With respect to "ultimate net loss" covered by "underlying insurance", this insurance will not apply to defense, investigation, settlement or legal expenses which are covered by "underlying insurance" policies. But, we will have the right and duty to defend the insured against any "suit" seeking "damages" because of "loss" arising out of an "educational services incident" or a "wrongful act" to which this Coverage

applies, when the applicable limit of insurance of the "underlying insurance" has been used up by payments of judgments or settlements. We also reserve the right at any time to join you or any "underlying insurer" in the investigation, defense and settlement of a "claim" or "suit".

- b. With respect to "ultimate net loss" covered by this insurance, but not covered by "underlying insurance", we will have the right and duty to defend the insured against any "suit" seeking those "damages". But:

- (1) We may investigate and settle any "claim" or "suit" at our discretion; 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**.

However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply.

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

## 3. Exclusions

The insurance granted by this Coverage Form shall be subject to the Paragraph 2. **Exclusions (Section I)** of the Directors and Officers Liability and Educators Legal Liability Coverage Form in the "scheduled underlying insurance".

## SECTION II -- SUPPLEMENTARY PAYMENTS -- COVERAGE H

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

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

1. All expenses we incur.

2. 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.
3. All costs taxed against the insured in the "suit".
4. 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.
5. 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.

These payments will be in addition to, and will not reduce, the limits of insurance under **Coverage H**.

### **SECTION III -- WHO IS AN INSURED -- COVERAGE H**

The provisions of **Section III -- Who Is An Insured** of the Directors and Officers Liability and Educators Legal Liability Coverage Form in the "scheduled underlying insurance" are incorporated by reference and shall be unique to **Coverage H**. For purposes of this Coverage, none of **Section III -- Who Is an Insured** of the Commercial Umbrella Liability Coverage Form is incorporated by reference and shall not be relied upon in determining who is an insured.

### **SECTION IV -- LIMITS OF INSURANCE -- COVERAGE H**

The following Limits of Insurance provisions are unique to **Coverage H**. For purposes of this Coverage, none of **Section IV -- Limits Of Insurance** of the Commercial Umbrella 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" because of any "loss" arising out of an "educational services incident" or a "wrongful act" applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Declarations, and is limited to the Directors and Officers Liability and Educators Legal Liability Each Claim Limit shown in the Declarations. Our total obligation for

"ultimate net loss" covered by this Coverage is the Aggregate 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";
  - 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 that time or started afterwards.

### **SECTION V -- CONDITIONS -- COVERAGE H**

The following conditions are unique to **Coverage H**. The remainder of **Section V -- Conditions** of the Commercial Umbrella Liability Coverage Form is incorporated by reference. Where there is a conflict, the conditions and duties provided herein will supersede those contained in **Section V -- Conditions** of the Commercial Umbrella 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 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 VII -- 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 "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 "damages" to which this Coverage applies.

**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.

**SECTION VI -- DEFINITIONS -- COVERAGE H**

1. The following words or phrases have a specific and unique meaning to **Coverage H**:

- a. "Retained limit" means:

- (1) The applicable limits of "scheduled underlying insurance" stated in the Declarations for "losses" arising out of an "educational services incident" and covered by "scheduled underlying insurance"; or

- (2) The amount of "self-insured retention" as shown in the Declarations.

- b. "Ultimate net loss" means the total amount of "damages" for which the insured is legally liable in payment of "loss" arising out of an "educational services incident". "Ultimate net loss" may be established by adjudication, arbitration or a compromise settlement to which we have previously agreed in writing. "Ultimate net loss" shall be reduced by any recoveries or salvages which have been paid or will be collected, but the amount of "ultimate net loss" shall not include any expenses incurred by any insured, by us or by any "underlying insurer".

2. **Section VI -- Definitions** of the Commercial Umbrella Liability Coverage Form is incorporated by reference, only with respect to the following words or phrases:

- a. "Bodily injury";
- b. "Employee";
- c. "Leased worker";
- d. "Scheduled underlying insurance";
- e. "Self-insured retention";
- f. "Temporary worker";
- g. "Underlying insurance";
- h. "Underlying insurer"; and
- i. "Unscheduled underlying insurance".

3. **Section VI -- Definitions -- Coverage H** of the Directors and Officers Liability and Educators Legal Liability Coverage Form in the "scheduled underlying insurance" is incorporated by reference.

4. Where there is a conflict, the definitions provided in Paragraph 1. above will supersede those contained in any other Coverage Form, with respect to **Coverage H**.

**SECTION VII -- EXTENDED REPORTING PERIODS -- COVERAGE H**

This Extended Reporting Period is unique to **Coverage H**.

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 "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.

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.

3. A Basic Extended Reporting Period is automatically provided without additional charge, with respect to "claims" arising from 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.

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 a supplemental aggregate limit of insurance equal to the dollar amount of the Aggregate Limit shown in the Declarations in effect at the end of the policy period, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

Paragraph 1. of **Section IV -- Limits Of Insurance -- Coverage H** will be amended accordingly. The Directors and Officers Liability and Educators Legal Liability Each Claim Limit shown in the Declarations will then continue to apply, as set forth in this Coverage Form.



# SUPPLEMENTAL EXTENDED REPORTING PERIOD UMBRELLA 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 UMBRELLA  
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 VII -- Extended Reporting Periods - Coverage H** and as outlined below, for the duration shown in the Schedule.
- B. A Supplementary 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 IV -- 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" applies only to the amount of "ultimate net loss" in excess of the "retained limit" shown in the Declarations, and is limited to the Directors and Officers Liability and Educators Legal Liability Each Claim Limit shown in the Declarations. Our total obligation for "ultimate net loss" covered by this Coverage is the Aggregate 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";
- 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:
- The Supplemental Annual Aggregate Limit, as described in **Section VII -- Extended Reporting Periods -- Coverage H**, is the most we will pay for "ultimate net loss" under **Coverage H** for "claims" first received and recorded during the Supplemental Extended Reporting Period and for which "underlying insurance" provides coverage subject to an aggregate limit.
- D. **Section IV -- Limits Of Insurance -- Coverage H**, as amended by Paragraph C. above, is otherwise unchanged and applies in its entirety.

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## Rate Information

Rate data does NOT apply to filing.

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Product Name: Commercial Umbrella  
Project Name/Number: /ELLUMAR070108FO01

## Supporting Document Schedules

<b>Satisfied -Name:</b> Cover Letter	<b>Review Status:</b> Approved	06/24/2008
<b>Comments:</b>		
<b>Attachment:</b> Cover Letter (ELL UMB).pdf		
<b>Satisfied -Name:</b> Memo	<b>Review Status:</b> Approved	06/24/2008
<b>Comments:</b>		
<b>Attachment:</b> FILING MEMORANDUM (ELL UMB Form).pdf		
<b>Satisfied -Name:</b> P & C Transmittal	<b>Review Status:</b> Approved	06/24/2008
<b>Comments:</b>		
<b>Attachment:</b> P&C Trans.pdf		
<b>Satisfied -Name:</b> GCU 17 27	<b>Review Status:</b> Approved	06/24/2008
<b>Comments:</b>		
<b>Attachment:</b> GCU 1727 0208.pdf		



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 UMBRELLA – Forms  
Company Filing # ELLUMAR070108FO01  
GuideOne Mutual Insurance Company - NAIC # 303-15032  
GuideOne Specialty Mutual Insurance Company – NAIC # 303-14559  
GuideOne Elite Insurance Company – NAIC # 303-42803

Dear Commissioner:

We are filing to introduce under the Commercial Umbrella Section, a new directors and officers and educators legal liability umbrella coverage option on countrywide basis. This filing is consisted of a new Directors and Officers Liability and Educators Legal Liability Umbrella Coverage Form, an accompanying endorsement used in conjunction with this coverage form, and a companion rating rule page. 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 rule filing, company filing #ELLUMAR070108RU01, is being filed under your No File law.

We also have corresponding General Liability Forms and Rating Rule being filed under a separate cover (Company Filing # ELLAR070108RU01 and #ELLAR070108FO01).

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
- GCU 7051 (0208) Directors & Officers Liability & Educators Legal Liability Umbrella Coverage Form
- GCU 7055 (0208) Supplemental Extended Reporting Period Umbrella Endorsement
- 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. 5052  
(515) 267-5633 – Fax  
[elove@guideone.com](mailto:elove@guideone.com)

## **FILING MEMORANDUM**

GuideOne is filing to introduce under the Commercial Umbrella 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 Umbrella Coverage Form GCU 70 51 02 08, accompanying endorsement used in conjunction with this coverage form, and a companion rating rule page. **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 Umbrella Rule (ELLUMAR070108RU01), General Liability Forms and Rating Rule are being filed under a separate cover (Company Filing # ELLAR070108RU01 and # ELLAR070108FO01).

### **FORMS:**

GCU 70 51 is a new form and is not replacing another form. Our remaining filed forms are unaffected by this filing.

#### **I. GCU 7051 0208 Directors & Officers Liability and Educators Legal Liability Umbrella Form**

This form is a new optional form that provides claims made umbrella coverage for Directors & Officers Liability and Educators Legal Liability. The form indicates we will pay the ultimate net loss in excess of the retained limit that the insured becomes legally obligated to pay as damages because of loss arising out of an educational services incident or a wrongful act.

**Flesch Score: 31.8**

#### **II. GCU 7055 0208 Supplemental Extended Reporting Period Umbrella Endorsement**

This new endorsement will be used in conjunction with the Extended Reporting Period provisions of form GCU 7051, 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 GCU 7051 for those that have elected to purchase a supplemental extended reporting period.

**Flesch Score: 26.5**

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
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

<b>5. Company Tracking Number</b>	ELLUMAR070108FO01
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Ellen Love 1111 Ashworth Road West Des Moines, IA 50265	R&C Coordinator	877-448-4331, Ext. 5052	515-267-5633	elove@guideone.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Ellen Love		

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

<b>9. Type of Insurance (TOI)</b>	17.0 Other Liability-Occ/Claims Made
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0020 Commercial Umbrella
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: 7/1/08                      Renewal: 9/1/08
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	4/21/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ELLUMAR070108FO01
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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<b>22.</b>	<b>Filing Fees</b> (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]
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**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.)

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## 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>ELLUMAR070108FO01</b>
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	<b>ELLUMAR070108RU01</b>

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 Umbrella Coverage Form	GCU 7051 0208	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Supplemental Extended Reporting Period Umbrella Endorsement	GCU 7055 0208	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

# ARKANSAS CHANGES -- EXTENDED REPORTING PERIODS

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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  
UMBRELLA COVERAGE FORM

Paragraph 5. of SECTION VII -- EXTENDED REPORTING PERIODS -- COVERAGE H is replaced with the following:

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 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.