

SERFF Tracking Number: GRTA-125963615 State: Arkansas
Filing Company: Great American Security Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AW AR 0812 CL00
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
Product Name: Contractual Obligation
Project Name/Number: /

Filing at a Glance

Company: Great American Security Insurance Company

Product Name: Contractual Obligation SERFF Tr Num: GRTA-125963615 State: Arkansas
TOI: 33.0 Other Lines of Business SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 33.0004 Service Contracts Co Tr Num: AW AR 0812 CL00 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Edith Roberts, Brittany Yielding
Author: Jackie Bisbe Disposition Date: 01/07/2009
Date Submitted: 12/23/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 01/07/2009
State Status Changed: 01/07/2009 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Contractual Obligation Protection Insurance Program for FIS

Company and Contact

Filing Contact Information

Jackie Bisbe, Mrs. jbisbe@gaic.com
49 East 4th Street (513) 369-5000 [Phone]

SERFF Tracking Number: GRTA-125963615 State: Arkansas
Filing Company: Great American Security Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AW AR 0812 CL00
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
Product Name: Contractual Obligation
Project Name/Number: /

Cincinnati, OH 47202 (513) 333-6996[FAX]

Filing Company Information

Great American Security Insurance Company CoCode: 31135 State of Domicile: Ohio
580 Walnut Street Group Code: 84 Company Type: P&C
Cincinnati, OH 45202 Group Name: State ID Number:
(513) 369-5000 ext. [Phone] FEIN Number: 31-1209419

SERFF Tracking Number: GRTA-125963615 State: Arkansas
Filing Company: Great American Security Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AW AR 0812 CL00
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
Product Name: Contractual Obligation
Project Name/Number: /

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per form filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Security Insurance Company	\$50.00	12/23/2008	24692152

SERFF Tracking Number: GRTA-125963615 State: Arkansas
Filing Company: Great American Security Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AW AR 0812 CL00
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
Product Name: Contractual Obligation
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/07/2009	01/07/2009

SERFF Tracking Number: *GRTA-125963615* *State:* *Arkansas*
Filing Company: *Great American Security Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AW AR 0812 CL00*
TOI: *33.0 Other Lines of Business* *Sub-TOI:* *33.0004 Service Contracts*
Product Name: *Contractual Obligation*
Project Name/Number: /

Disposition

Disposition Date: 01/07/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GRTA-125963615 State: Arkansas
 Filing Company: Great American Security Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AW AR 0812 CL00
 TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
 Product Name: Contractual Obligation
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Contractual Obligation Protection Insurance Policy for Designated Contracts Declarations Page	Approved	Yes
Form	Contractual Obligation Protection Insurance Policy for Designated Contracts Amended Declarations Page	Approved	Yes
Form	Contractual Obligation Protection Insurance Policy for Designated Contracts	Approved	Yes
Form	Contractual Obligation Protection Premium Schedule	Approved	Yes
Form	Contractual Obligation Protection Eligible Designated Contracts Endorsement	Approved	Yes
Form	Claim Filing Window Amendatory Endorsement	Approved	Yes
Form	Arkansas Changes	Approved	Yes

SERFF Tracking Number: GRTA-125963615 State: Arkansas
 Filing Company: Great American Security Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AW AR 0812 CL00
 TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
 Product Name: Contractual Obligation
 Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractual Obligation Protection Insurance Policy for Designated Contracts Declarations Page	GCLP-GN-0001	12/07	Endorsement/Amendment/Conditions	New	0.00	GCLP-0001 (12-07) DEC Page.pdf
Approved	Contractual Obligation Protection Insurance Policy for Designated Contracts Amended Declarations Page	GCLP-GN-0001A	12/07	Endorsement/Amendment/Conditions	New	0.00	GCLP-0001A (12-07) AMENDED DEC Page.pdf
Approved	Contractual Obligation Protection Insurance Policy for Designated Contracts	GCLP-GN-0002	12/07	Endorsement/Amendment/Conditions	New	0.00	GCLP-0002 (12-07) Policy.pdf
Approved	Contractual Obligation Protection Premium Schedule	GCLP-GN-0003	12/07	Endorsement/Amendment/Conditions	New	0.00	GCLP-0003 (12-07) Premium Schedule Endorsement.pdf
Approved	Contractual Obligation Protection Eligible	GCLP-GN-0004	12/07	Endorsement/Amendment/Conditions	New	0.00	GCLP-0004 (12-07) Eligible Contracts

SERFF Tracking Number: GRTA-125963615 State: Arkansas
 Filing Company: Great American Security Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AW AR 0812 CL00
 TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
 Product Name: Contractual Obligation
 Project Name/Number: /

	Designated Contracts Endorsement			Endorsement/Amendment/Conditions		Endorsement.pdf
Approved	Claim Filing Window Amendatory Endorsement	GCLP-GN-0005	12/07	Endorsement/Amendment/Conditions	0.00	GCLP-0005 (12-07) Claim Filing Amendatory.pdf
Approved	Arkansas Changes	GCLP-AR-0003	12/07	Endorsement/Amendment/Conditions		GCLP-AR-0003 (12-07) Arkansas Changes.pdf



CONTRACTUAL OBLIGATION PROTECTION INSURANCE POLICY
FOR DESIGNATED CONTRACTS
Declarations Page

NAMED INSURED & MAILING ADDRESS:

Named Insured:

Address: _____ City: _____ State: _____ Zip: _____

POLICY NUMBER:

POLICY PERIOD:

From: _____ To: Until Cancelled
(12:01 A.M. at the address of the named insured.)

LIMITS OF INSURANCE:

OUR LIABILITY FOR A DESIGNATED CONTRACT IS EQUAL TO THE LIMIT OF THE APPROVED DESIGNATED CONTRACT.

PREMIUM & PAYMENT TERMS:

GENERAL INFORMATION:

Agent Name & Mailing Address

Insuring Company

Great American Security Insurance Company®
580 Walnut Street
Cincinnati, OH 45202

Administrative Company

THE FORMS LISTED BELOW ARE ATTACHED TO THIS DECLARATIONS PAGE. PLEASE READ EACH CAREFULLY AND RETAIN FOR YOUR RECORDS.

FORM NUMBER

DESCRIPTION

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersignature or Broker Signature (if applicable) _____ Date: _____



CONTRACTUAL OBLIGATION PROTECTION INSURANCE POLICY

**FOR DESIGNATED CONTRACTS
Amended Declarations Page
Effective xx/xx/xxxx**

Supercedes any previous Declaration bearing the same number for this policy.

NAMED INSURED & MAILING ADDRESS:

Named Insured:

Address: City: State: Zip:

POLICY NUMBER:

POLICY PERIOD:

From: To: Until Cancelled
(12:01 A.M. at the address of the named insured.)

REASON AMENDED:

LIMITS OF INSURANCE:

OUR LIABILITY FOR A DESIGNATED CONTRACT IS EQUAL TO THE LIMIT OF THE APPROVED DESIGNATED CONTRACT.

PREMIUM & PAYMENT TERMS:

GENERAL INFORMATION:

Agent Name & Mailing Address

Insuring Company

Administrative Company

Great American Security Insurance Company®
580 Walnut Street
Cincinnati, OH 45202

THE FORMS LISTED BELOW ARE ATTACHED TO THIS DECLARATIONS PAGE. PLEASE READ EACH CAREFULLY AND RETAIN FOR YOUR RECORDS.

FORM NUMBER

DESCRIPTION

THESE DECLARATIONS, TOGETHER WITH THE POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersignature or Broker Signature (if applicable) _____ Date:



CONTRACTUAL OBLIGATION PROTECTION INSURANCE POLICY FOR DESIGNATED CONTRACTS

SECTION I. INSURING AGREEMENT

In consideration of the payment of the premium, in reliance upon the statements and representations made by the *Insured*, and subject to the conditions, provisions, and other requirements of this policy and related exhibits, the insurance company (hereafter referred to as "Insurer") agrees to pay to or on behalf of the *Insured* sums the *Insured* is contractually obligated to pay, expenses incurred by the *Insured*, or revenue forgone by the *Insured* which arise under each *Designated Contract* in accordance with the terms and conditions of such *Designated Contract* issued during the policy period shown on the Declarations Page, and subject to the limit of liability of this policy.

SECTION II. DEFINITIONS

The following words and phrases that appear throughout this policy are defined as follows:

Consumer

The purchaser, borrower, or lessee named in the *Finance Agreement* and the *Designated Contract*.

Contractual Obligation

The *Insured's* requirements arising under a *Designated Contract* unless excluded under Section III Policy Coverage, Part D Exclusions. The maximum *Contractual Obligation* shall not exceed the amount provided under a *Designated Contract*.

Covered Loss

The liability incurred by the *Insured* as the result of the *Insured's Contractual Obligations*.

Designated Contract

A contract, entered into by a *Consumer* and the *Insured*, described and approved for coverage in the attached Schedule, that amends a *Finance Agreement* issued while the policy is in-force and for which the proper premium is timely paid.

Finance Agreement

The retail installment sales contract, loan agreement, or lease entered into by a *Consumer* and the *Insured*, which sets forth the terms and conditions, inception date, expiration date, and the scheduled payments due to the *Insured* from the *Consumer*.

Insured

The entity listed as the Named Insured on the Declarations Page of this policy.

Lender

The holder, holder in due course, or assignee of a *Finance Agreement* which was modified by a *Designated Contract*

Termination

The cancellation or non-renewal of the policy.

SECTION III. POLICY COVERAGE

A. COVERAGES

The Insurer will pay the *Lender* for *Covered Loss* arising out of a *Designated Contract*.

B. POLICY PERIOD

This policy is issued with no fixed expiration date. The Policy Period is one (1) year from the effective date shown in the Declarations, subject to either party's rights of cancellation as set forth in Section V General Conditions, item A. It shall be continued automatically for successive policy periods of one (1) year commencing with the annual anniversary date subject to the policy terms and conditions.



C. LIMITS OF LIABILITY

The limit of the Insurer's liability for a **Designated Contract** is equal to the limit of liability indicated in such approved **Designated Contract**.

D. EXCLUSIONS

This policy does not apply to any liability for:

1. Bodily injury or property damage liability, medical payments, physical damage, uninsured motorist, underinsured motorist, personal injury protection, or losses other than those stated in the **Designated Contract**.
2. Liability for any consequential damages arising from performance by the **Insured**, the **Insured's** agents or employees, under a **Designated Contract**.
3. Any and all liability for negligence or defective products, including strict liability.
4. Any and all obligations and liability extending to anyone other than the **Consumer** under a **Designated Contract**.
5. Any duty to defend the **Insured** in any lawsuit or other judicial or administrative proceeding involving the **Insured** and any and all liability for punitive and/or exemplary damages including, but not limited to, defense costs except where the suit is brought against the **Insured** by a **Consumer** as the result of actual or alleged errors or omissions by the Insurer.
6. Any and all activity occurring prior to the effective date of this policy or after termination of the **Finance Agreement**.
7. Liability arising from a claim of an unfair sales practice or any similar law governing the relationship between the **Insured** and the **Consumer**.
8. Any loss which:
 - a. Resulted directly or indirectly from any dishonest, fraudulent, criminal, or illegal act committed by a **Consumer** or any employee or agent of the **Insured**.
 - b. Arose from an intentional act of a **Consumer**.
 - c. Occurred outside the United States, its territories or possessions, or Canada.

E. CONDITIONS PRECEDENT TO COVERAGE

The following is a condition precedent to the Insurer providing coverage for a **Covered Loss** on a **Designated Contract**.

There must exist an approved **Designated Contract** for which premium has been paid in accordance with the terms of this policy.

F. PROOF OF LOSS

1. There must have been a verifiable and valid **Covered Loss** in accordance with the terms of the **Designated Contract**.
2. **Consumer, Insured, or Lender** must notify the claims administrator shown on the **Designated Contract** or the Insurer as soon as practicable.
3. The **Consumer** or **Insured** shall give the Insurer written proof of **Covered Loss** in a form and manner acceptable to the Insurer. This proof shall include information sufficient to identify the **Insured**; the **Consumer**; the time, place and circumstances surrounding the **Covered Loss**; the nature and extent of the **Covered Loss**; and other details as required. The **Consumer** or **Insured** shall keep the Insurer advised of the disposition of each such **Covered Loss**. The **Consumer** or **Insured** shall submit to examination under oath by any person named by the Insurer as often as may reasonably be required in connection with proof of **Covered Loss**.

SECTION IV. PREMIUM AND REFUNDS

- A. The Named **Insured** shown in the Declarations is responsible for the payment of all premiums.
- B. The **Lender** for the **Designated Contract** will be the payee for any return premiums.
- C. Unless changed by filing or endorsement, the Insurer's premium for each **Designated Contract** shall be indicated on the Declarations page or endorsement attached hereto on the effective date of the policy, or as may be amended thereafter.



- D. Premiums may be changed by the Insurer by endorsement to this policy with ten (10) days written notice to the *Insured*, or in accordance with the applicable law.
- E. Cancellation terms are by *Designated Contract* and are defined therein.
- F. New *Designated Contracts* sold must be reported to our administrator on a monthly basis on forms provided by this administrator. Premium must accompany the form. No coverage will be put in force for contracts, which are received without premium or appropriate documentation as required by the administrator.

SECTION V. GENERAL CONDITIONS

A. CANCELLATION OF POLICY

- 1. Cancellation by Insurer: Insurer shall have the right to terminate this policy by giving thirty (30) days written notice to the *Insured*. Insurer retains the right to terminate this policy with ten (10) days written notice in the event of nonpayment of premium, any fraudulent act of *Insured*, or as required to do so by any regulatory authority.
- 2. Cancellation by *Insured*: *Insured* has the right to cancel the policy at any time by giving Insurer or its authorized agent and the *Lender* written notice of its intent to cancel the policy. However, any and all *Designated Contracts* issued and paid for prior to cancellation shall remain in force as provided for in this policy.
- 3. In the event of *Termination* of this policy, Insurer shall remain liable for the payment of *Covered Loss* to the *Lender* as previously described hereunder with respect to each *Designated Contract* issued by *Insured* and accepted by *Lender* prior to the effective date of *Termination*, as long as all premiums have been paid and policy requirements are met by *Insured*.
- 4. The time of surrender or the effective date of cancellation stated in the written notice shall become the end of the policy period, except as noted in item 3, above. Delivery of such written notice, whether by *Insured* or Insurer shall be equivalent to mailing.

B. SUBROGATION AND RECOVERIES

- 1. In the event of any payment by the Insurer of a *Covered Loss* under this policy, the Insurer shall be subrogated to all of *Insured*'s rights of recovery therefore against any person or organization, and the *Insured* shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. The *Insured* shall do nothing to prejudice such rights.
- 2. After a payment of *Covered Loss* by the Insurer, all amounts recovered by the *Insured* for which the *Insured* has been indemnified shall become the property of and be forwarded to the Insurer by the *Insured* up to the total amount of *Covered Loss* Paid by the Insurer.
- 3. Any action by *Insured*, including but not limited to, entering into any settlement without the written approval of the Insurer, which impairs the Insurer's right or ability to recover any *Covered Loss* payment(s) made under this policy, shall void such *Covered Loss* payment(s). *Insured* agrees immediately to reimburse such payment(s) to Insurer within ten (10) days of request for reimbursement by Insurer.



C. FRAUD AND MISREPRESENTATION

This policy is issued upon the truth of all representations made by the *Insured*. This policy may be voidable at the option of the Insurer if the *Insured* has concealed or misrepresented any material fact(s) or circumstances(s) concerning this insurance. It will also be voidable in case of any fraud, attempted fraud, or the false swearing by the *Insured* with respect to any matter relating to this insurance whether before or after any claim or *Covered Loss*.

D. INSPECTION AND AUDIT

The Insurer shall have the right, upon three days notice, to inspect and examine *Insured's* books and other records (insofar as they relate to the insurance provided by this policy) at Insurer's expense at any time during the policy period or any extension thereof and until one (1) year after *Designated Contracts* are no longer outstanding. Neither the rights set forth hereunder nor any report made by the Insurer in exercise of that right shall constitute any undertaking, on behalf of or for the benefit of the *Insured* or other, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule, or regulation.

E. ACTION AGAINST THE INSURER

No action shall lie against the Insurer unless the *Insured* shall have fully complied with all terms of this policy. Further, no action shall be commenced until at least ninety days after required proof of *Covered Loss* has been filed with the Insurer, nor at all unless commenced within one year from the date the *Insured* discovers the *Covered Loss*.

F. INSURED'S INDEMNIFICATION OF INSURER

Insured does hereby indemnify and hold the Insurer free and harmless against any and all claims, actions, demands, or liabilities arising out of *Covered Losses*, whether well founded or not, that may be asserted against the Insurer by third parties by reason of *Insured's* breach of or failure to perform any of its obligations under this policy.

G. OBLIGATIONS OF THE INSURER

1. The Insurer will expeditiously review and process all *Covered Losses* submitted by the *Insured* or *Lender* or *Consumer*.
2. The Insurer will promptly process all reports of *Designated Contracts* and notify *Insured* of any *Designated Contract* which is not an eligible contract. In such case, the Insurer will refund the premium paid, if any, for each such contract.
3. Bankruptcy or insolvency of *Insured* or *Insured's* estate shall not relieve the Insurer of any of its obligations for *Designated Contracts* already issued and paid for hereunder provided that in the event of this occurrence, the *Insured* shall issue no additional *Designated Contracts*.

H. AMENDMENTS

1. No waiver or change of the terms of this policy shall be made except when done in writing, and signed by an authorized representative of the Insurer. Written changes must be attached to and form a part of this policy.
2. Notice to agent or knowledge possessed by agent or by any other person shall not effect a waiver or amendment in any part of this policy or estop Insurer from asserting any right under the terms of this policy.

I. ASSIGNMENT

1. In the event of assignment of a *Finance Agreement* amended by a *Designated Contract* by the *Insured* to a third party, the benefits under this policy for such assigned *Designated Contract* are expressly assigned to such third party.
2. The *Lender* may subsequently assign any of the rights and benefits under this insurance to a grantor's trust or the secondary loan securitization markets.
3. No other assignment of interest under this policy shall bind the Insurer without its written consent. No liability to the Insurer shall occur under this policy until the assignment is accepted and the policy endorsed.



J. NOTICES

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed registered mail, return receipt requested, postage prepaid, to the Insurer's address shown on the policy Declarations or to any other addresses as may be designated in writing. Mailed notices shall be deemed given upon the third day after mailing to the Insurer as shown in policy Declarations or to the Insured as shown in policy Declarations.

K. CONFORMANCE WITH STATUTE

The terms of this policy, which at the time of issuance are in conflict with the statutes of the state wherein this policy is issued, are hereby amended to conform to such statutes in effect at the time of issuance. Furthermore, if any provision in this policy is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the Insurer has caused this policy to be executed by its President and Secretary, respectively.

Handwritten signature of Carl H. Lindner III in black ink.

Carl H. Lindner III
President

Handwritten signature of Karen Holley Horrell in black ink.

Karen Holley Horrell
Secretary



CONTRACTUAL OBLIGATION PROTECTION PREMIUM SCHEDULE

The following premium rate(s) shall be in effect for eligible designated contracts under this policy:

Designated Contract Form Number	Premium



CONTRACTUAL OBLIGATION PROTECTION
ELIGIBLE DESIGNATED CONTRACTS ENDORSEMENT

The following eligible designated contract(s) shall be in effect under this policy:

Program Description for Designated Contract	Designated Contract Form Number



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTUAL OBLIGATION PROTECTION INSURANCE POLICY
CLAIM REPORTING WINDOW AMENDATORY ENDORSEMENT**

The following amendment is hereby made for the purpose of amending the Policy to provide for an extended claim filing window.

Under **SECTION III. POLICY COVERAGE, F. PROOF OF LOSS**, Paragraph 2. is deleted in its entirety and replaced with the following:

Consumer, Insured, or Lender must notify the claims administrator shown on the *Designated Contract* or the Insurer within the number of days specified on the *Designated Contract*.

Nothing herein shall be held to vary, alter, waive or extend any of the terms, conditions or limitations of the Policy to which this endorsement is attached other than as stated above. This endorsement is subject to the provisions of the Policy and endorsements to which it is attached except where amended by this endorsement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

With respect to coverage provided by this endorsement, the provisions of the Policy Form apply unless modified by the endorsement. Words or phrases used in this endorsement that are printed in *bold italic* are defined in the Policy Form.

This endorsement modifies insurance provided under the following:

CONTRACTUAL OBLIGATION PROTECTION INSURANCE POLICY FOR DESIGNATED CONTRACTS

Under section **V. GENERAL CONDITIONS, A. CANCELLATION OF POLICY**, paragraph 1. is deleted in its entirety and replaced by the following:

1. Cancellation by Insurer:

a. **POLICIES IN EFFECT 60 DAYS OR LESS**

If this policy has been in effect for 60 days or less, the Insurer may cancel this policy by mailing or delivering to the *Insured* written notice of cancellation at least:

- 1) 10 days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
- 2) 30 days before the effective date of cancellation if the Insurer cancels for any other reason.

If this policy is cancelled, the Insurer will mail to the *Insured* any premium refund due.

The Insurer will refund the pro rata unearned premium if the policy is:

- 1) Cancelled by Insurer or at the Insurer's request;
- 2) Cancelled but rewritten with the Insurer or in the Insurer's company group;
- 3) Cancelled because the *Insured* no longer has an insurable interest in the property that is the subject of this insurance; or
- 4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.

If the policy is cancelled at the *Insured's* request, other than a cancellation described in Items 2), 3), or 4) above, the insurer will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by the Insurer to an amount less than the minimum premium for this policy.

The cancellation will be effective even if the Insurer has not made or offered a refund.

b. **POLICIES IN EFFECT MORE THAN 60 DAYS**

If this policy has been in effect for more than 60 days, or is a continuation of a policy the Insurer issued, the Insurer may cancel this policy only for one or more of the following reasons:

- 1) Nonpayment of premium;
- 2) Fraud or material misrepresentation made by the *Insured* or with the *Insured's* knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- 3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- 4) A material violation of a material provision of the policy.



If the Insurer cancels for nonpayment of premium, the Insurer will mail or deliver written notice of cancellation, stating the reason for cancellation to the ***Insured*** and any ***Lender*** named in the policy at least 10 days before the effective date of cancellation.

If the Insurer cancels for any other reason, the Insurer will mail or deliver written notice of cancellation, stating the reason for cancellation to the ***Insured*** and any ***Lender*** named in the policy at least 20 days before the effective date of cancellation.

Under section **V. GENERAL CONDITIONS**, the following is added to paragraph **B. SUBROGATION AND RECOVERIES**.

4. The Insurer will be entitled to recovery only after the ***Insured*** has been fully compensated for the ***Covered Loss***, including expenses incurred in obtaining full compensation for the ***Covered Loss***.

Under section **V. GENERAL CONDITIONS**, **E. ACTION AGAINST THE INSURER** is deleted and replaced by the following:

E. ACTION AGAINST THE INSURER

No action shall lie against the Insurer unless the ***Insured*** shall have fully complied with all terms of this policy. Further, no action shall be commenced until at least ninety days after required proof of ***Covered Loss*** has been filed with the Insurer, nor at all unless commenced within five (5) years from the date the ***Insured*** discovers the ***Covered Loss***.

SERFF Tracking Number: *GRTA-125963615* *State:* *Arkansas*
Filing Company: *Great American Security Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AW AR 0812 CL00*
TOI: *33.0 Other Lines of Business* *Sub-TOI:* *33.0004 Service Contracts*
Product Name: *Contractual Obligation*
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GRTA-125963615 State: Arkansas
Filing Company: Great American Security Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AW AR 0812 CL00
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0004 Service Contracts
Product Name: Contractual Obligation
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 01/07/2009

Comments:

Attachments:

AR Property & Casualty Trans..pdf
AR Form Filing Schedule.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 01/07/2009

Comments:

Attachment:

AR Cover Letter.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="border: none;">New Business</td> <td style="border: none; width: 100px;"></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 Great American Insurance Group	Group NAIC # 084
-----------	---	----------------------------

4.	Company Name(s)	Domicile	NAIC #	FEIN #	State #
	Great American Security Insurance Company	OH	31135	31-1209419	

5. Company Tracking Number	AW AR 0812 CL00
-----------------------------------	------------------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jackie Bisbe	Product Analyst	513.333.6927	513.333.6996	jbisbe@gaic.com
	49 E. 4 th Street, DTN 6 Cincinnati, OH 45202				

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

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

9.	Type of Insurance (TOI)	30.0000 - Other Lines of Business
10.	Sub-Type of Insurance (Sub-TOI)	33.0002 - Other Commercial Lines
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	N/A
12.	Company Program Title (Marketing title)	Contractual Obligation Protection Program
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: ASAP Renewal: ASAP

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

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

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

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 #	AW AR 0812 CL00			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	AW AR 0812 CL00			
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	Contractual Obligation Protection Insurance Policy for Designated Contracts Declarations Page	GCLP-GN-0001 (Ed. 12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Contractual Obligation Protection Insurance Policy for Designated Contracts Amended Declarations Page	GCLP-CN-0001A (Ed. 12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Contractual Obligation Protection Insurance Policy for Designated Contracts	GCLP-GN-0002 (Ed. 12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Contractual Obligation Protection Premium Schedule	GCLP-CN-0003 (Ed. 12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Contractual Obligation Protection Eligible Designated Contracts Endorsement	GCLP-GN-0004 (Ed. 12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Claim Filing Window Amendatory Endorsement	GCLP-GN-0005 (Ed. 12/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Arkansas Changes	GCLP-AR-0003 (Ed. 12/07)	<input checked="" 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		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

Specialty Operations
49 East Fourth Street
Dixie Terminal South Building
4th Floor
Cincinnati, OH 45202-3803
PO Box 5425
Cincinnati, OH 45201-5425
1-800-605-6713
513.333.6996 fax



December 22, 2008

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

Re: **Great American Security Insurance Company** **0084-31135** **31-1209419**
Aggregate Write-ins for Other Lines of Business
Contractual Obligation Protection Program
Existing Program filing – Forms
GAI Filing # AW AR 0812 CL00

Dear Sir or Madam:

The Great American Security Insurance Company wishes to place on file a Contractual Obligation Protection Insurance Program. The purpose of this filing is to add a new company to an already approved program for Great American Alliance Insurance Company in your state. Enclosed you will find an explanatory memorandum and all the necessary components required for as existing program filing.

We request an effective date concurrent with your approval or as soon thereafter as permissible by the laws of your state.

Please use the enclosed additional copy to acknowledge your approval and confirm your action. A postage-paid return envelope is enclosed for your convenience.

Thank you and please contact me with any further questions.

Sincerely,

Jackie Bisbe/js
Product Analyst
Product Development & Compliance
Phone: 513.333.6927
Fax: 513.333.6996
Email: jbisbe@gaic.com