

SERFF Tracking Number: GRTA-125614788 State: Arkansas  
Filing Company: Great American Spirit Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AW-AR-0802-GWDP-F  
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0002 Other Commercial Lines  
Product Name: Contractual Obligation Insurance Program for Debt Protection Contracts  
Project Name/Number: GWDP/AW-AR-0802-GWDP-F

## Filing at a Glance

Company: Great American Spirit Insurance Company

Product Name: Contractual Obligation Insurance Program for Debt Protection Contracts SERFF Tr Num: GRTA-125614788 State: Arkansas

TOI: 33.0 Other Lines of Business  
Sub-TOI: 33.0002 Other Commercial Lines

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: AW-AR-0802-GWDP-F

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Author: Kathy Kreiner

Disposition Date: 04/24/2008

Date Submitted: 04/18/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 04/24/2008

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):  
04/24/2008

State Filing Description:

## General Information

Project Name: GWDP

Project Number: AW-AR-0802-GWDP-F

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 04/24/2008

State Status Changed: 04/22/2008

Corresponding Filing Tracking Number: AW-AR-0802-GWDP-R

Filing Description:

April 18, 2008

Status of Filing in Domicile: Pending

Domicile Status Comments: Pending approval.

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

Honorable Julie Benafield Bowman

Commissioner of Insurance

*SERFF Tracking Number:*      *GRTA-125614788*                      *State:*                      *Arkansas*  
*Filing Company:*              *Great American Spirit Insurance Company*      *State Tracking Number:*      *EFT \$50*  
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Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

RE: Great American Spirit Insurance Company - #084-33723  
Aggregate Write-ins for Other Lines of Business  
Contractual Obligation Insurance Program for Debt Protection Contracts  
New Program Form Filing  
Company File No.: AW-AR-0802-GWDP-F

Dear Commissioner:

The Great American Spirit Insurance Company hereby wishes to place on file a form filing for our new Contractual Obligation Insurance Program for Debt Protection Contracts. Enclosed you will find an explanatory memorandum and all the necessary components required for this filing.

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

Your consideration and approval will be greatly appreciated. Please use the enclosed additional copy to acknowledge your approval and confirm your action. A self-addressed, stamped envelope is enclosed for your convenience. If you have any questions, please do not hesitate to contact me at the numbers or email address shown below.

Sincerely,

Kathy Kreiner  
Product Analyst  
Product Development and Compliance  
Ph: (513) 333-6910 or kkreiner@gaic.com  
Fax: (513) 333-6996

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## Company and Contact

### Filing Contact Information

Kathy Kreiner, Filer kkreiner@gaic.com  
 49 East 4th street (513) 369-5000 [Phone]  
 Cincinnati, OH 45202 (513) 333-6996[FAX]

### Filing Company Information

Great American Spirit Insurance Company CoCode: 33723 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: 31-1237970  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 for each form filing.

Total = \$50.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Spirit Insurance Company	\$50.00	04/18/2008	19684238

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	04/24/2008	04/24/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Corresponding Track Filing Number	Note To Reviewer	Kathy Kreiner	04/18/2008	04/18/2008

*SERFF Tracking Number:*      *GRTA-125614788*                      *State:*                      *Arkansas*  
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## **Disposition**

Disposition Date: 04/24/2008

Effective Date (New): 04/24/2008

Effective Date (Renewal): 04/24/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	GWDP Form Filing Explanatory Memorandum	Approved	Yes
Supporting Document	GWDP AR Forms List	Approved	Yes
Supporting Document	PC FFS-1	Approved	Yes
Form	Contractual Obligation Insurance Policy for Debt Protection Contracts Declarations Page	Approved	Yes
Form	Contractual Obligation Insurance Policy for Debt Protection Contracts Amended Declarations Page	Approved	Yes
Form	Contractual Obligation Insurance Policy for Debt Protection Contracts	Approved	Yes
Form	Contractual Obligation Insurance Policy for Debt Protection Contracts - Premium Schedule	Approved	Yes
Form	Contractual Obligation Insurance Policy for Debt Protection Contracts - Eligible Debt Protection Contracts Endorsement	Approved	Yes
Form	Arkansas Changes Endorsement	Approved	Yes
Form	Arkansas Fraud Statement	Approved	Yes

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**Note To Reviewer**

**Created By:**

Kathy Kreiner on 04/18/2008 07:43 AM

**Subject:**

Corresponding Track Filing Number

**Comments:**

Dear Reviewer,

Please disregard my Corresponding Track Filing Number: AW-AR-0802-GWDP-R. This was an oversight due to the fact that no filing requirements are needed Commercial Line rates.

Sincerely,

Kathy Kreiner

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractual Obligation Insurance Policy for Debt Protection Contracts Declarations Page	GWDP-GN-0001	02/08	Declaration News/Schedule		0.00	GWDP-GN-0001_02-08_DEC Contractual Obligation.pdf
Approved	Contractual Obligation Insurance Policy for Debt Protection Contracts Amended Declarations Page	GWDP-GN-0001A	02/08	Declaration News/Schedule		0.00	GWDP-GN-0001A_02-08_AMENDED DEC Contractual Obligation.pdf
Approved	Contractual Obligation Insurance Policy for Debt Protection Contracts	GWDP-GN-0002	02/08	Policy/Coverage New Form		0.00	GWDP-GN-0002_02-08_Contractual Obligation for Debt Protection Contracts.pdf
Approved	Contractual Obligation Insurance Policy for Debt Protection Contracts - Premium Schedule	GWDP-GN-0003	02/08	Declaration News/Schedule		0.00	GWDP-GN-0003_02-08_Premium Schedule Endt.pdf

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Approved	Contractual Obligation Insurance Policy for Debt Protection Contracts - Eligible Debt Protection Contracts Endorsement	GWDP- GN-0004	02/08	Endorseme nt/Amendm ent/Condi ons	New	0.00	GWDP-GN- 0004_02- 08_ Eligible Contracts Endt.pdf
Approved	Arkansas Changes Endorsement	GWDP- AR-1003	02/08	Endorseme nt/Amendm ent/Condi ons	New		GWDP-AR- 1003_02- 08_ Arkansas Changes Endt.pdf
Approved	Arkansas Fraud Statement	GWDP- AR-8003	02/08	Other	New		GWDP-AR- 8003_02- 08_ Arkansas Fraud Notice.pdf





**CONTRACTUAL OBLIGATION INSURANCE POLICY**  
**FOR DEBT PROTECTION 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 DEBT PROTECTION IS EQUAL TO THE LIMIT OF THE APPROVED DEBT PROTECTION CONTRACT.

**PREMIUM & PAYMENT TERMS:**

**GENERAL INFORMATION:**

**Agent Name & Mailing Address**

**Insuring Company**

**Administrative Company**

Great American Spirit 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 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 INSURANCE POLICY**  
**FOR DEBT PROTECTION CONTRACTS**  
**Amended Declarations Page**  
**Effective MM/DD/YYYY**

Supersedes 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 DEBT PROTECTION IS EQUAL TO THE LIMIT OF THE APPROVED DEBT PROTECTION CONTRACT.

**PREMIUM & PAYMENT TERMS:**

**GENERAL INFORMATION:**

<b>Agent Name &amp; Mailing Address</b>	<b>Insuring Company</b> Great American Spirit Insurance Company® 580 Walnut Street Cincinnati, OH 45202	<b>Administrative Company</b>
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THE FORMS LISTED BELOW ARE ATTACHED TO THIS DECLARATIONS PAGE. PLEASE READ EACH CAREFULLY AND RETAIN FOR YOUR RECORDS.

<u>FORM NUMBER</u>	<u>DESCRIPTION</u>

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 INSURANCE POLICY FOR DEBT PROTECTION CONTRACTS

Various provisions in this policy restrict coverage. Read the entire policy to determine rights, duties, and what is and is not covered.

Throughout this policy, the words **insured, you, your** and **yours** refer to the **Insured** shown in the Declarations. The words **we, us, and our** refer to the Company providing this insurance.

### SECTION I. INSURING AGREEMENT

In consideration of the payment of the premium, in reliance upon the statements and representations made by you and subject to the conditions of this policy, **we** agree to pay **you** or on **your** behalf sums that **you** are contractually obligated to pay which arise under each **Debt Protection Contract** in accordance with the terms of such **Debt Protection Contract** issued during the policy period.

### 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 **Debt Protection Contract**.

**Contractual Obligation**

**Your** requirements arising under a **Debt Protection Contract** unless excluded under Section III Policy Coverage, Part D Exclusions. The maximum **Contractual Obligation** will not exceed the amount provided under a **Debt Protection Contract**.

**Covered Loss**

The liability **you** incurred as the result of **your Contractual Obligations**.

**Debt Protection Contract**

A contract, entered into by **you** and a **Consumer**, 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 **Debt Protection Contract**

**Termination**

The cancellation or non-renewal of the policy.

### SECTION III. POLICY COVERAGE

#### A. COVERAGES

We will pay the **Lender** for **Covered Loss** arising out of a **Debt Protection 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 will 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 **our** liability for a **Debt Protection Contract** is equal to the limit of liability indicated in such approved **Debt Protection 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 **Debt Protection Contract**.
2. Liability for any consequential damages arising from **your** performance, **your** agents or employees, under a **Debt Protection 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 **Debt Protection Contract**.
5. Any duty to defend **you** in any lawsuit or other judicial or administrative proceeding involving **you** 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 **you** by a **Consumer** as the result of actual or alleged errors or omissions by **us**.
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 **you** 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 **yours**.
  - 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 **our** providing coverage for a **Covered Loss** on a **Debt Protection Contract**.

There must exist an approved **Debt Protection 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 **Debt Protection Contract**.
2. The **Consumer, Insured**, or the **Lender** must notify the claims administrator shown on the **Debt Protection Contract** or **us** as soon as practicable.
3. **You** or the **Consumer** will give **us** written proof of **Covered Loss** in a form and manner acceptable to **us**. This proof will include information sufficient to identify **you**; the **Consumer**; the time, place and circumstances surrounding the **Covered Loss**; the nature and extent of the **Covered Loss**; and other details as required. **You** or the **Consumer** will keep **us** advised of the disposition of each such **Covered Loss**. **You** or the **Consumer** will submit to examination under oath by any person named by **us** as often as may reasonably be required in connection with proof of **Covered Loss**

## SECTION IV. PREMIUM AND REFUNDS

- A. The **Insured** shown in the Declarations is responsible for the payment of all premiums.
- B. The **Lender** for the **Debt Protection Contract** will be the payee for any return premiums.

- C. Unless changed by filing or endorsement, **our** premium for each **Debt Protection Contract** is indicated on the Declarations Page or attached endorsement on the effective date of the policy, or as may be amended thereafter.
- D. Premiums may be changed by **us** by endorsement to this policy with ten (10) days written notice to **you**, or in accordance with the applicable law.
- E. Cancellation terms are by **Debt Protection Contract** and are defined therein.
- F. New **Debt Protection 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. ACTION AGAINST THE INSURER

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

### B. AMENDMENTS

- 1. No waiver or change of the terms of this policy will be made except when done in writing, and signed by **our** authorized representative. 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 will not affect a waiver or amendment in any part of this policy or stop **us** from asserting any right under the terms of this policy.

### C. ASSIGNMENT

- 1. In the event **you** assign a **Finance Agreement** amended by a **Debt Protection Contract** to a third party, the benefits under this policy for such assigned **Debt Protection 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 will bind **us** without its written consent. No liability to **us** will occur under this policy until the assignment is accepted and the policy endorsed.

### D. CANCELLATION AND NONRENEWAL OF POLICY

#### 1. Cancellation

- a. **Cancellation by Us:** We have the right to terminate this policy by giving **you** thirty (30) days written notice. We retain the right to terminate this policy with ten (10) days written notice in the event of nonpayment of premium, any fraudulent act committed by **your**, or as required to do so by any regulatory authority.
- b. **Cancellation by You:** **You** have the right to cancel the policy at any time by giving **us** or **our** agent and the **Lender** written notice of **your** intent to cancel the policy. However, any and all **Debt Protection Contracts** issued and paid for prior to cancellation remains in force.
- c. The time of surrender or the effective date of cancellation stated in the written notice will become the end of the policy period. Delivery of such written notice, whether by **you** or **us** will be equivalent to mailing.

**2. Nonrenewal**

If **we** decide not to continue this policy, **we** will mail or deliver to **you** written notice of the nonrenewal not less than 30 days before the policy expiration or anniversary date. If such notice is mailed, proof of mailing will be sufficient proof of notice.

**3. Effect of Cancellation or Nonrenewal**

In the event of cancellation or nonrenewal of this policy, **we** remain liable for the payment of **Covered Loss** to the **Lender** for each **Debt Protection Contract** issued by **you** and accepted by the **Lender** prior to the effective date of the **Termination**.

**E. 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 will nevertheless continue in full force without being impaired or invalidated in any way.

**F. FRAUD AND MISREPRESENTATION**

This policy is issued upon the truth of all representations made by **you**. This policy may be voidable at **our** option if **you** have 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 **you** with respect to any matter relating to this insurance whether before or after any claim or **Covered Loss**.

**G. INSPECTION AND AUDIT**

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

**H. INSURED'S INDEMNIFICATION OF INSURER**

**You** indemnify and hold **us** 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 **us** by third parties by reason of **your** breach of or failure to perform any of its obligations under this policy.

**I. NOTICES**

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

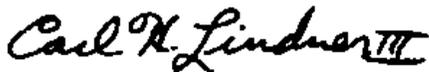
**J. OBLIGATIONS OF THE INSURER**

1. **We** review and process all **Covered Losses** submitted by **you** or the **Lender** or the **Consumer**.
2. **We** will promptly process all reports of **Debt Protection Contracts** and notify **you** of any **Debt Protection Contract** which is not an eligible contract. In such case, **we** will refund the premium paid, if any, for each such contract.
3. **Your** bankruptcy or insolvency will not relieve **us** of any of **our** obligations for **Debt Protection Contracts** already issued and paid for hereunder provided that in the event of this occurrence, the **Insured** will issue no additional **Debt Protection Contracts**.

**K. SUBROGATION AND RECOVERIES**

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

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



Carl H. Lindner III  
President



Karen Holley Horrell  
Secretary



## CONTRACTUAL OBLIGATION INSURANCE POLICY PREMIUM SCHEDULE

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

Debt Protection Contract Form Number	Premium

**CONTRACTUAL OBLIGATION INSURANCE POLICY**  
**ELIGIBLE DEBT PROTECTION CONTRACTS ENDORSEMENT**

**The following eligible debt protection contract(s) shall be in effect under this policy:**

<b>Program Description for Debt Protection Contract</b>	<b>Debt Protection Contract Form Number</b>

**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** are defined in the Policy Form.

This endorsement modifies insurance provided under the following:

**CONTRACTUAL OBLIGATION INSURANCE POLICY FOR DEBT PROTECTION CONTRACTS**

Under **SECTION V. GENERAL CONDITIONS**, paragraph **A.** is deleted in its entirety and replaced by the following:

**A. ACTION AGAINST THE INSURER**

No action shall lie against **us** unless **you** 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 **us**, nor at all unless commenced within five (5) years from the date **you** discover the **Covered Loss**.

Under **SECTION V. GENERAL CONDITIONS, D. CANCELLATION AND NONRENEWAL OF POLICY**, paragraph **1. a. Cancellation by Us**, the following is added and paragraph **2.** is deleted in its entirety and replaced by the following:

- 1. a.** If this policy has been in effect for more than 60 days, or is a continuation of a policy **we** issued, **we** may cancel this policy only for one or more of the following reasons:
  - 1)** Nonpayment of premium;
  - 2)** Fraud or material misrepresentation made by **you** or with **your** 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 **we** cancel for nonpayment of premium, **we** will mail or deliver written notice of cancellation, stating the reason for cancellation to **you** and any **Lender** named in the policy at least 10 days before the effective date of cancellation.

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

Under the same section, the following paragraph is added and supersedes any provision to the contrary:

If this policy is cancelled, **we** will mail to **you** any premium refund due.

**We** will refund the pro rata unearned premium if the policy is:

- 1)** Cancelled by **us** or at **our** request;
- 2)** Cancelled but rewritten with **us** or in **our** company group;
- 3)** Cancelled because **you** no longer have 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 **your** request, other than a cancellation described in Items **b)**, **c)**, or **d)** above, **we** 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 **us** to an amount less than the minimum premium for this policy.

The cancellation will be effective even if **we** have not made or offered a refund.

**2. Nonrenewal**

If **we** decide not to continue this policy, **we** will mail or deliver to **you** written notice of the nonrenewal not less than 60 days before the policy anniversary date. However, **we** are not required to send this notice if nonrenewal is due to **your** failure to pay any premium required for renewal.

**We** will mail **our** notice to **your** mailing address last known to **us**. If such notice is mailed, proof of mailing will be sufficient proof of notice.

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

- 4. We** will be entitled to recovery only after **you** have been fully compensated for the **Covered Loss**, including expenses incurred in obtaining full compensation for the **Covered Loss**.



## ARKANSAS FRAUD STATEMENT

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

*SERFF Tracking Number:*      *GRTA-125614788*                      *State:*                      *Arkansas*  
*Filing Company:*              *Great American Spirit Insurance Company*      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *AW-AR-0802-GWDP-F*  
*TOI:*                      *33.0 Other Lines of Business*                      *Sub-TOI:*                      *33.0002 Other Commercial Lines*  
*Product Name:*              *Contractual Obligation Insurance Program for Debt Protection Contracts*  
*Project Name/Number:*      *GWDP/AW-AR-0802-GWDP-F*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: GRTA-125614788 State: Arkansas  
Filing Company: Great American Spirit Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AW-AR-0802-GWDP-F  
TOI: 33.0 Other Lines of Business Sub-TOI: 33.0002 Other Commercial Lines  
Product Name: Contractual Obligation Insurance Program for Debt Protection Contracts  
Project Name/Number: GWDP/AW-AR-0802-GWDP-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 04/24/2008

**Comments:**

**Attachment:**

PCTD-1-Forms.pdf

**Satisfied -Name:** GWDP Form Filing Explanatory Memorandum **Review Status:** Approved 04/24/2008

**Comments:**

**Attachment:**

GWDP-GN-FormMemo\_02-08\_.pdf

**Satisfied -Name:** GWDP AR Forms List **Review Status:** Approved 04/24/2008

**Comments:**

**Attachment:**

GWDP AR Forms List.pdf

**Satisfied -Name:** PC FFS-1 **Review Status:** Approved 04/24/2008

**Comments:**

**Attachment:**

FFS-1.pdf

## 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: 50%;">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>
Great American Insurance Group	084

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Great American Spirit Insurance Company	OH	33723	31-1237970	

<b>5. Company Tracking Number</b>	<b>AW-AR-0802-GWDP</b>
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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
	Kathy Kreiner 49 East 4 <sup>th</sup> Street DTN-6 Cincinnati, OH 45202	Product Analyst	513-333-6910	513-333-6996	kkreiner@gaic.com

7. Signature of authorized filer	<i>Kathy Kreiner</i>
8. Please print name of authorized filer	Kathy Kreiner

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

9.	Type of Insurance (TOI)	33
10.	Sub-Type of Insurance (Sub-TOI)	Aggregate Write-ins for Other Lines of Business
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	n/a
12.	Company Program Title (Marketing title)	Contractual Obligation Insurance Program for Debt Protection Contracts
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: 05/20/2008      Renewal: 05/20/2008

## Property & Casualty Transmittal Document---

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	04/18/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AW-AR-0802-GWDP
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21.	<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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The Great American Spirit Insurance Company hereby wishes to place on file a form filing for our new Contractual Obligation Insurance Program for Debt Protection Contracts. Enclosed you will find an explanatory memorandum and all the necessary components required for this filing.

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

Your consideration and approval will be greatly appreciated. If you have any questions, please do not hesitate to contact me at the numbers or email address shown below.

Sincerely,



Kathy Kreiner  
Product Analyst  
Product Development and Compliance  
Ph: (513) 333-6910 or kkreiner@gaic.com  
Fax: (513) 333-6996

22.	<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]	
-----	---	--

**Check #: EFT**  
**Amount: \$50.00**

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to 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

# 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.

**GREAT AMERICAN SPIRIT INSURANCE COMPANY**  
**CONTRACTUAL OBLIGATION INSURANCE PROGRAM FOR DEBT PROTECTION CONTRACTS**  
**EXPLANATORY MEMORANDUM**

**PROGRAM AND COVERAGE OVERVIEW**

This type of Debt Protection is a new program for Great American Spirit Insurance Company. The purpose of this filing is to establish a contractual obligation program that will indemnify the insured for losses incurred under the terms and conditions of debt protection contracts to which the policy applies. Debt Protection Contracts refer to waiver contracts that will be issued by the insured to contract holders.

The Contractual Obligation Insurance Policy has been developed to provide expense reimbursement insurance to the administrator obligor, for expenses incurred in conjunction with the loss incurred under Debt Protections for the Loss Amount as elected by purchase of the Debt Protection Deficiency Addendum issued by the dealer/lender/lessor /administrator listed as the Insured under the policy. A loss is triggered by a Qualifying Event as defined the Debt Protection Contract. It falls under one of the following categories:

- Total Loss of Vehicle
- Critical Illness
- All Cause Death
- Involuntary Unemployment
- Physical or Mental Disability
- Loss of Driver's License Due To Medical Impairment
- International Employment Transfer
- Self-Employed Personal Bankruptcy
- Accidental Death

As defined in a Debt Protection Contract the Loss Amount equals the difference between the Outstanding Loan Balance and the Actual Cash Value for Total Loss of Vehicle; and the difference between the Outstanding Loan Balance and the Assessed Value for all other triggering events.

The Debt Protection Contracts may cover some or all of the above Qualifying Events. The premium for the Contractual Obligation Policy is the sum of the premiums for each Debt Protection Contract covered.

**The following Definitions appear in the Policy Form:**

**Consumer**

The purchaser, borrower, or lessee named in the *Finance Agreement* and the *Debt protection contract*.

**Contractual Obligation**

The *Insured's* requirements arising under a *Debt Protection Contract*.

**Covered Loss**

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

**Debt Protection Contract**

A contract, entered into by a *Consumer* and the *Insured*, described and approved for coverage in the Schedule of the policy, 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, finance 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 the policy.

**Lender**

The holder, holder in due course, or assignee of a *Finance Agreement* which was modified by a *Debt protection contract*.

**Below are examples of Definitions which appear in the debt protection contract, though subject to change based on each program's characteristics:**

**GREAT AMERICAN SPIRIT INSURANCE COMPANY**  
**CONTRACTUAL OBLIGATION INSURANCE PROGRAM FOR DEBT PROTECTION CONTRACTS**  
**EXPLANATORY MEMORANDUM**

**ACTUAL CASH VALUE (ACV):** The greater of: 1) the Retail Value of the Collateral, on the Date of Loss, as listed in the National Automobile Dealers Association (NADA) Guide for the territory in which the Collateral is principally garaged, 2) the Retail Value of the Collateral, on the Date of Loss, as established by the Primary Carrier, or 3) the amount paid by a third party.

**COLLATERAL:** Property as described on the front of this Debt protection contract.

**COMMERCIAL PURPOSE:** Use of Collateral for business purposes. This includes, but is not limited to, using the vehicle as a taxi-cab, public omnibus, jitney or sightseeing conveyance, or for carrying goods or passengers for compensation or hire on the Date of Loss.

**LOSS:** the difference between Net Payoff and the ACV.

**NET PAYOFF:** The amount of the Lender's interest as of the Date of Loss, as represented by the portion of the Borrower's unpaid balance, according to the original payment schedule of the Finance Contract that is secured by the Collateral.

**FORMS**

We propose to introduce the following forms and endorsements to be used with this program:

- 1. CONTRACTUAL OBLIGATION INSURANCE POLICY FOR DEBT PROTECTION CONTRACTS DECLARATIONS PAGE – GWDP-GN-0001 (02/08) AND AMENDED DECLARATIONS PAGE - GWDP-GN-0001A (02/08):**  
The Declarations Page to be used with this new program displays all of the pertinent information concerning the program. The Declarations displays the coverage, premium/rate information and a listing of all attachments. The Amended Declarations Page is intended to be used when issuing policy revisions i.e. change of mailing address, etc. The "Reason Amended" section captures the description of the revision.
- 2. CONTRACTUAL OBLIGATION INSURANCE POLICY FOR DEBT PROTECTION CONTRACTS – GWDP-GN-0002 (02/08):**  
The policy provides a description of the coverage and any exceptions, limitations or restrictions.
- 3. CONTRACTUAL OBLIGATION INSURANCE POLICY PREMIUM SCHEDULE - GWDP-GN-0003 (02/08):**  
This endorsement is designed to display the Form Number and Premium information for the eligible debt protection contract insured under our Contractual Obligation Protection Program.
- 4. CONTRACTUAL OBLIGATION INSURANCE POLICY FOR ELIGIBLE DEBT PROTECTION CONTRACTS ENDORSEMENT – GWDP-GN-0004 (02/08)**  
This endorsement is designed to provide a program description and form number for the eligible debt protection contracts.
- 5. STATE CHANGES ENDORSEMENT – GWDP-ST-1003 (02/08)**  
This Endorsement amends several provisions of the policy to comply with sections of State Insurance Laws.
- 6. FRAUD STATEMENT – GWDP-ST-8003 (02/08):**  
This form provides the insured with the applicable fraud warning applicable in the state.

**GREAT AMERICAN SPIRIT INSURANCE COMPANY  
 CONTRACTUAL OBLIGATION PROTECTION PROGRAM  
 FOR DEBT PROTECTION CONTRACTS**

**ARKANSAS FORMS LIST**

<b>Form #</b>	<b>Edition Date</b>	<b>Title</b>	<b>Mandatory/ Optional</b>	<b>Broaden/Restrict Clarify</b>
GWDP-GN-0001	Ed. 02/08	Contractual Obligation Insurance Policy for Debt Protection Contracts Declarations Page	Mandatory	Clarify
GWDP-GN-0001A	Ed. 02/08	Contractual Obligation Insurance Policy for Debt Protection Contracts Amended Declarations Page	Mandatory	Clarify
GWDP-GN-0002	Ed. 02/08	Contractual Obligation Insurance Policy for Debt Protection Contracts	Mandatory	Clarify
GWDP-GN-0003	Ed. 02/08	Contractual Obligation Insurance Policy for Debt Protection Contracts - Premium Schedule	Mandatory	Clarify
GWDP-GN-0004	Ed. 02/08	Contractual Obligation Insurance Policy for Debt Protection Contracts - Eligible Debt Protection Contracts Endorsement	Mandatory	Clarify
GWDP-AR-1003	Ed. 02/08	Arkansas Changes Endorsement	Mandatory	Clarify
GWDP-AR-8003	Ed. 02/08	Arkansas Fraud Statement	Mandatory	Clarify

### 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>	AW-AR-0802-GWDP			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	AW-AR-0802-GWDP			
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 Insurance Policy for Debt Protection Contracts Declarations Page	GWDP-GN-0001 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Contractual Obligation Insurance Policy for Debt Protection Contracts Amended Declarations Page	GWDP-GN-0001A 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Contractual Obligation Insurance Policy for Debt Protection Contracts	GWDP-GN-0002 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Contractual Obligation Insurance Policy for Debt Protection Contracts-Premium Schedule	GWDP-GN-0003 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Contractual Obligation Insurance Policy for Debt Protection Contracts-Eligible Debt Protection Contracts Endorsement	GWDP-GN-0004 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Arkansas Change Endorsement	GWDP-AR-1003 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Arkansas Fraud Statement	GWDP-AR-8003 02/08	<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.