

State: District of Columbia **Filing Company:** Great American Insurance Company
TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity
Product Name: ICB Fraudulent Transfer Instructions
Project Name/Number: ICB Fraudulent Transfer Instructions/DC161570100017

Filing at a Glance

Company: Great American Insurance Company
Product Name: ICB Fraudulent Transfer Instructions
State: District of Columbia
TOI: 23.0 Fidelity
Sub-TOI: 23.0000 Fidelity
Filing Type: Form
Date Submitted: 11/22/2016
SERFF Tr Num: GACX-G130808540
SERFF Status: Submitted to State
State Tr Num:
State Status:
Co Tr Num: DC161570100017

Effective Date: 01/21/2017
Requested (New):
Effective Date: 01/21/2017
Requested (Renewal):
Author(s): SPI GAICSPI
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State: District of Columbia **Filing Company:** Great American Insurance Company
TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity
Product Name: ICB Fraudulent Transfer Instructions
Project Name/Number: ICB Fraudulent Transfer Instructions/DC161570100017

General Information

Project Name: ICB Fraudulent Transfer Instructions Status of Filing in Domicile: Pending
 Project Number: DC161570100017 Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 11/22/2016
 State Status Changed: Deemer Date:
 Created By: SPI GAICSPI Submitted By: SPI GAICSPI
 Corresponding Filing Tracking Number: DC161570100016

Filing Description:

With this filing we are introducing a new insuring agreement to be used with our Finical Institution Investment Company Bond. The new optional insuring agreement will provide coverage for Fraudulent Transfers when the Insured having, in good faith, transferred Money on deposit in a Customer's account, or a Customer's Certificated Securities, in reliance upon a fraudulent Instruction transmitted to the Insured.

Additionally, we are revising our Investment Company Bond Declarations page to include the new insuring agreement.

The following bond and declaration are included in this filing:
 FI 75 10 (Ed. 11/16) - INVESTMENT COMPANY BOND DECLARATIONS
 FI 75 16 (Ed. 11/16) - (N) FRAUDULENT TRANSFER INSTRUCTIONS

Along with the above bond and declaration we are also submitting a corresponding rule which will explain how the Fraudulent Transfer Instruction premium is derived.

Company and Contact

Filing Contact Information

Katelyn Harrell, State Filer kharrell@gaig.com
 49 East 4th Street 513-579-6362 [Phone]
 Cincinnati, OH 45202 513-333-6996 [FAX]

Filing Company Information

Great American Insurance Company	CoCode: 16691	State of Domicile: Ohio
301 E. 4th Street	Group Code: 84	Company Type:
Cincinnati, OH 45202	Group Name: Great American Insurance Group	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 31-0501234	

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:

SERFF Tracking #:

GACX-G130808540

State Tracking #:

Company Tracking #:

DC161570100017

State: District of Columbia

Filing Company:

Great American Insurance Company

TOI/Sub-TOI: 23.0 Fidelity/23.0000 Fidelity

Product Name: ICB Fraudulent Transfer Instructions

Project Name/Number: ICB Fraudulent Transfer Instructions/DC161570100017

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
							Previous Filing Number:	Replaced Form Number:		
1		INVESTMENT COMPANY BOND DECLARATION	FI 75 10	(Ed. 11/16)	DEC	Replaced	Previous Filing Number: GACX-G130241297	Replaced Form Number: FI 75 10	54.800	FAU_FI7510_1116.PDF
2		(N) FRAUDULENT TRANSFER INSTRUCTIONS	FI 75 16	(Ed. 11/16)	PCF	New			71.600	FAU_FI7516_1116.PDF

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

INVESTMENT COMPANY BOND

GREAT AMERICAN INSURANCE COMPANY
 (A Stock Insurance Company, Herein Called the Underwriter)

DECLARATIONS

Bond No.

-

Item 1. Name of Insured (herein called Insured):

Principal Address:

Item 2. Bond Period: from 12:01 a.m. on _____ to _____ 12:01 a.m. the effective date of the termination or cancellation of this Bond, standard time at the Principal Address as to each of said dates.

Item 3. Limit of Liability - Subject to Sections 9, 10, and 12 hereof,

Amount applicable to

	<u>Limit of Liability</u>	<u>Deductible</u>
Insuring Agreement (A)-Fidelity	\$	\$
Insuring Agreement (B)-On Premises	\$	\$
Insuring Agreement (C)-In Transit	\$	\$
Insuring Agreement (D)-Forgery or Alteration	\$	\$
Insuring Agreement (E)-Securities	\$	\$
Insuring Agreement (F)-Counterfeit Currency	\$	\$
Insuring Agreement (G)-Stop Payment	\$	\$
Insuring Agreement (H)-Uncollectible Items of Deposit	\$	\$
Insuring Agreement (I)-Audit Expense	\$	\$
Insuring Agreement (J)-Telefacsimile Transmissions	\$	\$
Insuring Agreement (K)-Unauthorized Signatures	\$	\$

Optional Insuring Agreements and Coverages

Insuring Agreement (L)-Computer Systems	\$	\$
Insuring Agreement (M)-Automated Phone Systems	\$	\$
Insuring Agreement (N)-Fraudulent Transfer Instructions	\$	\$

If "Not Covered" is inserted above opposite any specified Insuring Agreement or Coverage, such Insuring Agreement or Coverage and any other reference thereto in this Bond shall be deemed to be deleted therefrom.

Item 4. Offices or Premises Covered-Offices acquired or established subsequent to the effective date of this Bond are covered according to the terms of General Agreement **A**. All the Insured's offices or premises in existence at the time this Bond becomes effective are covered under this Bond except the offices or premises located as follows:

Item 5. The liability of the Underwriter is subject to the terms of the following Riders attached hereto:

See Form FI8801

Item 6. The Insured by the acceptance of this Bond gives to the Underwriter terminating or cancelling prior Bond(s) or Policy(ies) No.(s)

such termination or cancellation to be effective as of the time this Bond becomes effective.

RIDER NO.

(N) FRAUDULENT TRANSFER INSTRUCTIONS

To be attached to and form part of the **INVESTMENT COMPANY BOND**

Bond No. -

in favor of

1. It is agreed that the following Insuring Agreement is added to the above Bond:

Loss resulting directly from the Insured having, in good faith, transferred Money on deposit in a Customer's account, or a Customer's Certificated Securities, in reliance upon a fraudulent Instruction transmitted to the Insured via electronic mail; provided, however that

- (1) The fraudulent instruction purports, and reasonably appears, to have originated from:
 - (a) such Customer,
 - (b) an Employee acting on instructions of such Customer; or
 - (c) another financial institution acting on behalf of such Customer with authority to make such instructions; and
- (2) The sender of the fraudulent instruction verified the instruction with the password, PIN, or other security code of such Customer; and
- (3) The sender was not, in fact, such Customer, was not authorized to act on behalf of such Customer, and was not an Employee of the Insured; and
- (4) The instruction was received by an Employee of the Insured specifically authorized by the Insured to receive and act upon such instructions; and
- (5) For any transfer exceeding the amount set forth in item 7 of this Rider, the Insured verified the instruction via a call back to a predetermined telephone number set forth in the Insured's written agreement with such Customer or other verification procedure approved in writing by the Underwriter; and
- (6) The Insured preserved a contemporaneous record of the call back, if any, and of the instruction which verifies use of the authorized password, PIN or other security code of the Customer.

2. As used in this Rider, Customer means a natural person or entity which has a written agreement with the Insured authorizing the Insured to transfer Money on deposit in an account or Certificated Securities in reliance upon instructions transmitted to the Insured via the means utilized to transmit the fraudulent instruction.

3. It shall be a condition precedent to coverage under this Insuring Agreement that the Insured assert any available claims, offsets or defenses against such Customer, any financial institution or any other party to the transaction.

4. The following additional Exclusions are added to the Bond applicable only to this Insuring Agreement:
 - (a) loss resulting directly or indirectly from the fraudulent instruction if the sender, or anyone acting in collusion with the sender, ever had authorized access to such Customer's password, PIN or other security code; and
 - (b) loss resulting directly or indirectly from the fraudulent alteration of an instruction to initiate an automated clearing house (ACH) entry, or group of ACH entries, transmitted as an electronic message, or as an attachment to an electronic message, sent via the Internet, unless:
 - (1) each ACH entry was individually verified via the call back procedure without regard to the amount of the entry; or
 - (2) the instruction was formatted, encoded or encrypted so that any alteration in the ACH entry or group of ACH entries would be apparent to the Insured.
5. For purposes of this Insuring Agreement, all loss or losses involving one natural person or entity, or one group of natural persons or entities acting together, shall be a Single Loss without regard to the number of transfers or the number of instructions involved. A series of losses involving unidentified natural persons or entities but arising from the same method of operation shall be deemed to involve the same natural person or entity and shall be treated as Single Loss.
6. The Limit of Liability and Deductible amount applicable to loss under this Insuring Agreement is as stated in the Declarations of the attached bond.
7. The amount of any single transfer for which verification via a call back will be required is: \$.
8. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements, or limitations of the above mentioned bond other than as stated herein
9. This rider shall become effective as of 12:01 a.m. on standard time.

SERFF Tracking #:

GACX-G130808540

State Tracking #:**Company Tracking #:**

DC161570100017

State:

District of Columbia

Filing Company:

Great American Insurance Company

TOI/Sub-TOI:

23.0 Fidelity/23.0000 Fidelity

Product Name:

ICB Fraudulent Transfer Instructions

Project Name/Number:

ICB Fraudulent Transfer Instructions/DC161570100017

Supporting Document Schedules

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	NA
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Readability Certificate
Comments:	See Forms Tab.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Explanatory Memorandum
Comments:	
Attachment(s):	Explanatory Memo.PDF
Item Status:	
Status Date:	

Satisfied - Item:	Side By Side
Comments:	
Attachment(s):	FI7510 Mock Up.PDF
Item Status:	
Status Date:	

Explanatory Memorandum

With this filing we are introducing a new insuring agreement to be used with our Finical Institution Investment Company Bond. The new optional insuring agreement will provide coverage for Fraudulent Transfers when the Insured having, in good faith, transferred Money on deposit in a Customer's account, or a Customer's Certificated Securities, in reliance upon a fraudulent Instruction transmitted to the Insured.

Additionally, we are revising our Investment Company Bond Declarations page to include the new insuring agreement.

The following bond and declaration are included in this filing:

FI 75 10 (Ed. 11/16) - INVESTMENT COMPANY BOND DECLARATIONS

FI 75 16 (Ed. 11/16) - (N) FRAUDULENT TRANSFER INSTRUCTIONS

Along with the above bond and declaration we are also submitting a corresponding rule which will explain how the Fraudulent Transfer Instruction premium is derived.



Administrative Offices
301 E 4th Street
Cincinnati OH 45202
513 369 5000 ph

INVESTMENT COMPANY BOND

GREAT AMERICAN INSURANCE COMPANY
(A Stock Insurance Company, Herein Called the Underwriter)

DECLARATIONS

Bond No.

-

Item 1. Name of Insured (herein called Insured):

Principal Address:

Item 2. Bond Period: from 12:01 a.m. on _____ to _____ 12:01 a.m. the effective date of the termination or cancellation of this Bond, standard time at the Principal Address as to each of said dates.

Item 3. Limit of Liability - Subject to Sections 9, 10, and 12 hereof,

Amount applicable to

	<u>Limit of Liability</u>	<u>Deductible</u>
Insuring Agreement (A)-Fidelity	\$	\$
Insuring Agreement (B)-On Premises	\$	\$
Insuring Agreement (C)-In Transit	\$	\$
Insuring Agreement (D)-Forgery or Alteration	\$	\$
Insuring Agreement (E)-Securities	\$	\$
Insuring Agreement (F)-Counterfeit Currency	\$	\$
Insuring Agreement (G)-Stop Payment	\$	\$
Insuring Agreement (H)-Uncollectible Items of Deposit	\$	\$
Insuring Agreement (I)-Audit Expense	\$	\$
Insuring Agreement (J)-Telefacsimile Transmissions	\$	\$
Insuring Agreement (K)-Unauthorized Signatures	\$	\$

Optional Insuring Agreements and Coverages

Insuring Agreement (L)-Computer Systems	\$	\$
Insuring Agreement (M)-Automated Phone Systems	\$	\$
Insuring Agreement (N)-Fraudulent Transfer Instructions	\$	\$

If "Not Covered" is inserted above opposite any specified Insuring Agreement or Coverage, such Insuring Agreement or Coverage and any other reference thereto in this Bond shall be deemed to be deleted therefrom.

By: _____
(Authorized Representative)

space
between
next
paragraph

Item 4. Offices or Premises Covered-Offices acquired or established subsequent to the effective date of this Bond are covered according to the terms of General Agreement **A**. All the Insured's offices or premises in existence at the time this Bond becomes effective are covered under this Bond except the offices or premises located as follows:

Item 5. The liability of the Underwriter is subject to the terms of the following Riders attached hereto:

See Form F18801

Item 6. The Insured by the acceptance of this Bond gives to the Underwriter terminating or cancelling prior Bond(s) or Policy(ies) No.(s)

such termination or cancellation to be effective as of the time this Bond becomes effective.