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**BEFORE THE INSURANCE COMMISSIONER
OF THE STATE OF CALIFORNIA**

In the Matter of the Rate Application of	File No. NC-2024-00015
GUIDEONE INSURANCE	STIPULATION AND ORDER
COMPANY (NAIC #15032),	
Respondent.	

The California Department of Insurance (“Department”) and GUIDEONE INSURANCE COMPANY(NAIC#15032) (“Respondent”) (collectively, the “Parties”) hereby stipulate and agree to the resolution of this matter on the terms stated herein, and request the Insurance Commissioner of the State of California approve the terms of the Stipulation and adopt those terms as an Order based on the Parties’ agreement as set forth here.

RECITALS

- A. The Department has jurisdiction over the Respondent, who is and was, at all relevant times, an insurer licensed to transact the business of insurance in California.
- B. At all relevant times, Respondent transacted the business of insurance in California on risks and lines subject to the provisions of the California Insurance Code and the California Code of Regulations.
- C. Respondent sells a commercial package policy called NIF Artisan Contractors insurance comprised of liability and non-liability insurance.

1 D. On or around July 7, 2020, Respondent submitted a prior approval filing for the NIF Artisan
2 Contractors commercial package.

3 E. On or around November 16, 2020, Respondent provided the following response to an
4 objection filed by the Department on November 12, 2020, in its review of the NIF Artisan
5 Contractors commercial package filing:

6 2. Please confirm this program is sold as a package, not mono line.

7 Response: The lines included in the filing are intended to be written as a package.
8 There may be instances where an insured only wants coverage for a single line, in
9 which case that line will be written as monoline. There may also be cases where an
10 insured does not meet the underwriting guidelines for all lines. The policy would
include only those lines for which the insured did meet underwriting guidelines.

11 F. Respondent had not submitted any prior approval New Program filings to the Department for
12 the sale of any of the NIF Artisan Contractors mono line coverage.

13 G. On or around November 19, 2020, Respondent provided the following response to a further
14 objection filed by the Department in its review of the NIF Artisan Contractors commercial
15 package filing:

16 4. Please submit the mono line coverage filing by the end of February 2021. The
17 product should be offered as a package before the mono line filings are approved.

18 Response: Mono line coverage filings will be submitted by the end of February,
19 2021. The product will be offered as a package before the mono line filings are
approved.

20 H. Subsequently, Respondent did not submit a separate prior approval New Program filing for
21 any of the NIF Artisan Contractors mono line policy coverage until March 2025, and no mono
22 line filing was approved for use until October 2025.

23 I. Respondent continued to sell the NIF Artisan Contractors mono line policy coverage without
24 obtaining prior approval.

25 J. On or around February 28, 2019, Respondent submitted a prior approval filing for the Aegis
26 Oil & Gas monoline commercial general liability policy, which was approved on or around
27 May 3, 2019.
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- 1 K. On or around March 1, 2019, Respondent submitted a prior approval filing for the Aegis Oil
2 & Gas monoline commercial property liability policy, which was approved on or around May
3 17, 2019.
- 4 L. Respondent currently sells a commercial package policy called Aegis Oil & Gas, which
5 includes commercial general liability, commercial burglary and theft, fidelity, commercial
6 property, and other commercial inland marine insurance.
- 7 M. Respondent did not submit a prior approval New Program application or obtain prior approval
8 for the sale of the package described in paragraph 11.
- 9 N. As outlined in the Notice of Noncompliance, the Department alleges that, based on the above
10 Allegations, Respondent violated Insurance Code sections 1861.01, subd.(c), 1861.05, subds.
11 (a) and (b), and 10 CCR sections 2630.3 and 2630.4.

12 **STIPULATION**

13 The Department and Respondent stipulate as follows:

- 14 1. The purpose of this Stipulation is to resolve contested issues resulting from the
15 Allegations.
- 16 2. The Department and Respondent believe it is in the public interest to resolve this matter
17 without the need for a hearing or any further administrative action.
- 18 3. This Stipulation is entered into as a result of arm's length and good faith discussions and
19 negotiations between representatives of the Department and Respondent. Respondent is
20 fully aware of its legal rights in this matter, including the right to a hearing, the right to
21 confront and cross-examine witnesses, the right to the issuance of subpoenas to compel
22 the attendance of witnesses and production of documents, the right to reconsideration and
23 court review of an adverse decision, and all other rights accorded by the Administrative
24 Procedure Act and other applicable laws. Respondent voluntarily and knowingly waives
25 and gives up each and every right set forth above, including without limitation any and all
26 rights in which it may be entitled pursuant to California Insurance Code sections 1858.1,
27 et seq.
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- 1 4. This Stipulation represents a full and final settlement of the issues raised in the
2 Allegations. This Stipulation is intended by the parties to be an integrated writing
3 representing the complete, final, and exclusive embodiment of the Parties' agreement
4 regarding the contested issues. It supersedes any and all prior contemporaneous
5 agreements, understandings, discussions, negotiations, and commitments (written or oral).
6 This Stipulation may not be altered, amended, modified, supplemented, or otherwise
7 changed, except by a writing executed by an authorized party representative of each of the
8 parties.
- 9 5. If any provision of this Stipulation is held illegal or unenforceable in a judicial
10 proceeding, such provision shall be severed and shall be inoperative, and the remainder of
11 this Stipulation shall remain operative and binding on the Parties.
- 12 6. This Stipulation may be executed in one or more counterparts and shall become effective
13 when the counterparts have been signed by each party and delivered to the other party.
14 The Parties understand and agree that the Portable Document Format (PDF) and facsimile
15 copies of this Stipulation, including PDF and facsimile signatures thereto, shall have the
16 same force and effect as originals.
- 17 7. Other than as outlined in the Applications and this Stipulation, the Parties agree that no
18 factual findings or legal conclusions have been made.
- 19 8. Respondent denies the allegations contained in the Notice of Noncompliance and by
20 entering into this stipulated agreement, memorialized by this Stipulation, Respondent
21 makes no admission of liability, wrongdoing, or violation of law.
- 22 9. Respondent has met and conferred with the Department and will continue to meet and
23 confer with the Department as necessary to address concerns arising from the Allegations.
- 24 10. In order to resolve the Allegations, Respondent agrees it is required to refund any and all
25 premium overcharges to its policyholders with interest on the overcharges at the rate
26 provided in Cal. Code Civ. Proc. §685.010. Respondent represents and warrants that it
27 has not overcharged policyholders.
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11. In further compromise of the issues arising from the Allegations, Respondent agrees to and shall pay, within 30 days of receipt of an invoice from the California Department of Insurance, Accounting Services Bureau, a fine in the amount of One Hundred Thirty-Three Thousand Dollars (\$133,000).
12. Respondent acknowledges that this Stipulation is a public record as required by Government Code section 11517(d) and that this Stipulation will be accessible to the public pursuant to the Public Records Act, Government Code sections 6250 et seq. The Stipulation will be posted on the Departments Internet website pursuant to Insurance Code section 12968.
13. At the present time, the Department agrees that by paying any refunds due, and filing and receiving the Department's approval of its rate applications in connection with the Allegations, Respondent will have achieved compliance with the California insurance laws with respect to the Allegations.
14. Respondent acknowledges that it freely and voluntarily executed this Stipulation with full realization of its legal rights.
15. This Stipulation and Consent Order includes all acts covered in the Allegations up to the date of this Stipulation and Consent Order. Nothing in this Stipulation precludes any action of the Department in pursuing further action against Respondent for failure to correct the actions which are the subject of this Stipulation and Consent Order.
16. Nothing contained in this Stipulation and Consent Order constitutes a limitation upon, or a waiver of the right and powers of the Commissioner to enforce any California law, to examine the rating, underwriting and other business practices of Respondent, to take corrective or disciplinary action, to assess penalties against Respondent as provided for by law, or to take such other action as necessary to protect the public. But the Department shall not seek any additional penalty against Respondent based on the Allegations arising from acts occurring before the issuance of the Insurance Commissioner's final order settling this matter.

- 1 17. Respondent acknowledges that California Insurance Code section 12921(a)(1) requires the
2 Insurance Commissioner (“Commissioner”) to approve the final settlement of this matter.
3 Both the settlement terms and conditions in this Stipulation and the acceptance of those
4 terms and conditions are contingent on the Commissioner’s approval. This Stipulation
5 shall have no force or effect if not approved by the Commissioner.
- 6 18. Respondent understands and agrees that counsel for the Department and Department staff
7 may communicate directly with the Commissioner regarding the Stipulation and the
8 Order, without notice to or participation by Respondent or its counsel.
- 9 19. By signing this Stipulation, Respondent understands and agrees that it may not withdraw
10 its agreement or seek to rescind the Stipulation prior to the time the Commissioner
11 considers and acts upon the Stipulation and Order. If the Commissioner rejects the
12 Stipulation and Order, the Stipulation shall be of no force or effect, except for this
13 paragraph, and it shall be inadmissible in any legal action between the parties, and the
14 Commissioner shall not be disqualified from further action by having considered the
15 matter.
- 16 20. This Stipulation is made solely for the purpose of reaching a compromise and resolution
17 of the disputes concerning the Allegations, and shall not be used for any other purpose by
18 any other party.
- 19 21. The Commissioner retains jurisdiction to ensure that the parties comply with the
20 provisions and terms of this Stipulation and Order.
- 21 22. The Parties agree that submission of this Stipulation to the Commissioner and/or the
22 Administrative Law Judge shall constitute closing the record and submission of the matter
23 in this matter in accordance with Government Code section 11517, subdivision (c), and
24 Insurance Code section 1861.055, subdivision (d).
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3 Dated: 8/27/2026



On behalf of GUIDEONE INSURANCE COMPANY

4
5 Dated: 8/27/2026



Lisbeth Landsman-Smith

CALIFORNIA DEPARTMENT OF INSURANCE

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8 **ORDER**

9 Having reviewed the parties' Stipulation and good cause appearing, I approve the terms of
10 the Stipulation and adopt those terms as the Order of the Insurance Commissioner of the State of
11 California in this matter.

12 Dated: 9-24-26

RICARDO LARA
Insurance Commissioner

