

<i>SERFF Tracking Number:</i>	<i>PRAE-125267722</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Praetorian Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025983</i>
<i>Company Tracking Number:</i>	<i>PIC-OP-AR-IM-F-001</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>Contractors' Equipment Program</i>		
<i>Project Name/Number:</i>	<i>On-Point/</i>		

Filing at a Glance

Company: Praetorian Insurance Company

Product Name: Contractors' Equipment Program

SERFF Tr Num: PRAE-125267722 State: Arkansas

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: AR-PC-07-025983

Sub-TOI: 09.0005 Other Commercial Inland Marine

Co Tr Num: PIC-OP-AR-IM-F-001

State Status:

Filing Type: Form

Co Status:

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

Author: Danelle Hill

Disposition Date: 09/06/2007

Date Submitted: 09/04/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 09/06/2007

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: On-Point

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization: AAIS

Reference Number: Most Current

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 09/06/2007

State Status Changed: 09/04/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Praetorian Insurance Company submits for your review this initial form filing for our new Contractors' Equipment Program. Pursuant to AR S 23-67-206, the rates and rules for this program are exempt from filing. Therefore, no corresponding rate and rule filing has been submitted with this form filing.

This program offers independent forms, that will be used in conjunction with AAIS forms.

Company and Contact

SERFF Tracking Number: PRAE-125267722 State: Arkansas
 Filing Company: Praetorian Insurance Company State Tracking Number: AR-PC-07-025983
 Company Tracking Number: PIC-OP-AR-IM-F-001
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Contractors' Equipment Program
 Project Name/Number: On-Point/

Filing Contact Information

Danelle Hill, Senior Filing Analyst dhill@pfgi.com
 88 Pine Street (212) 805-9879 [Phone]
 New York, NY 10005 (212) 805-9806[FAX]

Filing Company Information

Praetorian Insurance Company CoCode: 37257 State of Domicile: Illinois
 Wall Street Plaza Group Code: 796 Company Type: Property & Casualty
 88 Pine Street
 New York, NY 10005 Group Name: QBE Insurance State ID Number:
 Group Ltd
 (212) 805-9700 ext. [Phone] FEIN Number: 36-3030511

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Praetorian Insurance Company	\$50.00	09/04/2007	15404795

SERFF Tracking Number: PRAE-125267722

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/06/2007	09/06/2007

SERFF Tracking Number: PRAE-125267722

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Disposition

Disposition Date: 09/06/2007

Effective Date (New): 09/06/2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRAE-125267722 State: Arkansas
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 Product Name: Contractors' Equipment Program
 Project Name/Number: On-Point/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Form	Policy Jacket	Approved	Yes
Form	Weight of Load Endorsement	Approved	Yes
Form	Rental Reimbursement Endorsement	Approved	Yes
Form	Amendment of Covered Property	Approved	Yes
Form	Replacement Cost Endorsement	Approved	Yes
Form	Earth Movement and Flood Exclusion	Approved	Yes
Form	Equipment Leases or Rented From Others Endorsement	Approved	Yes
Form	Equipment Schedule Contractors' Equipment	Approved	Yes
Form	Minimum Earned Premium Endorsement	Approved	Yes
Form	Non-Certified Act of Terrorism Exclusion and War and Military Action Exclusion	Approved	Yes
Form	Certified and Non-Certified Act of Terrorism Exclusion and War and Military Action Exclusion	Approved	Yes
Form	Terrorism Exclusion	Approved	Yes
Form	Certified Terrorism Loss Disclosure of Premium and Federal Share of Insured Loss	Approved	Yes
Form	Certified Terrorism Loss Disclosure of Premium and Federal Share of Insured Loss	Approved	Yes

SERFF Tracking Number: PRAE-125267722

State: Arkansas

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TOI: 09.0 Inland Marine

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Product Name: Contractors' Equipment Program

Project Name/Number: On-Point/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Policy Jacket	PIC JACKET	07-07	Other	New		0.00	PIC Jacket_07-07_.pdf
Approved	Weight of Load Endorsement	OP 0001	06 07	Endorsement/Amendment/Conditions	New		0.00	OP 0001 06 07 OnPoint Weight of Load Endorsement.pdf
Approved	Rental Reimbursement Endorsement	OP 0002	06 07	Endorsement/Amendment/Conditions	New		0.00	OP 0002 06 07 OnPoint Rental Reimbursement Endorsement.pdf
Approved	Amendment of Covered Property	OP 0003	06 07	Endorsement/Amendment/Conditions	New		0.00	OP 0003 06 07 Amendment of Covered Property.pdf
Approved	Replacement Cost Endorsement	OP 0004	06 07	Endorsement/Amendment/Conditions	New		0.00	OP 0004 06 07 OnPoint Replacement Cost Endorsement.pdf
Approved	Earth Movement and Flood Exclusion	OP 0005	06 07	Endorsement/Amendment/Conditions	New		0.00	OP 0005 06 07 OnPoint Flood Exclusion Endorsement.pdf
Approved	Equipment	OP 0006	06 07	Endorsement	New		0.00	OP 0006 06

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Leases or Rented From Others Endorsement	nt/Amendment/Conditions	07 OnPoint Rented, Leased FROM Others Endorsement.pdf
Approved Equipment Schedule Contractors' Equipment OP 0007 06 07	Declaration New s/Schedule	0.00 OP 0007 06 07 Contractors Equipment Schedule.pdf
Approved Minimum Earned Premium Endorsement OP 0008 08 07	Endorsement New nt/Amendment/Conditions	0.00 OP 0008 08 07 Min. Earned Premium End.pdf
Approved Non-Certified Act of Terrorism Exclusion and War and Military Action Exclusion CL 0630 12 02	Endorsement New nt/Amendment/Conditions	0.00 CL06301202 .pdf
Approved Certified and Non-Certified Act of Terrorism Exclusion and War and Military Action Exclusion CL 0634 06 06	Endorsement New nt/Amendment/Conditions	0.00 CL06340606 .pdf
Approved Terrorism Exclusion CL 2630 06 04	Endorsement New nt/Amendment/Conditions	0.00 CL26300604 .pdf
Approved Certified Terrorism Loss Disclosure of Premium and Federal Share of Insured Loss CL 0605 06 06	Endorsement New nt/Amendment/Conditions	0.00 CL06050606 .pdf

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Product Name: Contractors' Equipment Program
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Approved	Certified	CL 1605	06 06	Endorseme New	0.00	CL16050606
	Terrorism Loss			nt/Amendm		.pdf
	Disclosure of			ent/Condi		
	Premium and			ons		
	Federal Share of					
	Insured Loss					

COMMERCIAL LINES POLICY



PRAETORIAN INSURANCE COMPANY

Member of the QBE Insurance Group
A Stock Company
Wall Street Plaza
88 Pine Street
New York, New York 10005

THIS POLICY CONSISTS OF:

- DECLARATIONS
- COMMON POLICY CONDITIONS
- COVERAGE FORMS
- APPLICABLE ENDORSEMENTS

ATTACH DECLARATIONS, POLICY AND ENDORSEMENTS (IF ANY) HERE

PRAETORIAN INSURANCE COMPANY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in black ink that reads "Susan Rivera". The signature is written in a cursive, flowing style.

Susan Rivera, President

A handwritten signature in blue ink that reads "Peter T. Maloney". The signature is written in a cursive, flowing style.

Peter T. Maloney, Secretary

WEIGHT OF LOAD ENDORSEMENT

PERILS EXCLUDED

Exclusion 2.k., **Weight of Load** is hereby deleted.

RENTAL REIMBURSEMENT ENDORSEMENT

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

SCHEDULE

	Limit
The most "we" pay in any one day for rental reimbursement expense is:	\$ _____
The most "we" pay in any one policy year for rental reimbursement expense is:	\$ _____
Waiting Period	_____

SUPPLEMENTAL COVERAGES

Rental Reimbursement --

1. **Coverage** -- In the event of a direct physical loss by a covered peril to "your" "contractors' equipment", "we" reimburse "you" for "your" expense to rent similar equipment while "your" equipment is inoperable. The deductible amount indicated on the "schedule of coverages" does not apply to a loss covered under this supplemental coverage.
2. **Waiting Period** -- "We" will not reimburse "you" for the rental of equipment until after the first 72 hours (unless otherwise indicated on the schedule) following the direct physical loss to "your" "contractors' equipment" caused by a covered peril.
3. **Incurred Rental Expenses** -- After the waiting period has passed, "we" will only reimburse "you" for the rental expenses that "you" actually incur.
4. **Coverage After Expiration Date** -- "We" will continue to reimburse "you" for the rental of equipment after the expiration date of this coverage, provided the loss occurred before the expiration date.
5. **Coverage Limitations** -- "We" will not reimburse "you":
 - a. if "you" can continue or resume "your" operations with similar equipment that is available to "you" at no additional expense to "you"; or
 - b. for the rental expense of any equipment unless "you" make every reasonable effort to repair, replace, or rebuild the inoperable equipment after the loss by a covered peril occurs.

AMENDMENT OF COVERED PROPERTY

PROPERTY NOT COVERED

Paragraph 6. Vehicles is deleted and replaced by the following:

6. Vehicles – “We” do not cover automobiles, motor trucks, tractors, trailers and similar conveyances designed for highway use. However, this does not include:

- a. Self-propelled vehicles designed and used primarily to carry mounted equipment whether licensed or not;
- b. Vehicles designed for highway use that are unlicensed and not operated on public road; and
- c. Trailers used to transport mobile contractors' equipment.

REPLACEMENT COST ENDORSEMENT

Schedule

Item #	Year	Make	Description	Value	Deductible
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VALUATION

The Actual Cash Value provision under Valuation is replaced by the following:

Replacement Cost -- The value of covered property will be based on the replacement cost at the time of the loss without any deduction for depreciation.

1. **Replacement Cost Limitation** -- The replacement cost is limited to the cost of repair or replacement with similar equipment and used for the same purpose. The payment will not exceed the amount "you" spend to repair or replace the damaged or destroyed property.
2. **Replacement Cost Does Not Apply Until Repair Or Replacement** -- Replacement cost valuation does not apply until the damaged or destroyed property is repaired or replaced.
3. **Time Limitation** -- "You" may make a claim for actual cash value before repair or replacement takes place, and later for the replacement cost if "you" notify "us" of "your" intent within 180 days after the loss.

With respect to all equipment scheduled above the Coinsurance is 100%.

EARTH MOVEMENT AND FLOOD EXCLUSION

(The entries required to complete this endorsement
will be shown below ".)

DEFINITIONS

The following definitions are added to the DEFINITIONS section:

"Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water all whether driven by wind or not. This includes spray that results from any of these whether driven by wind or not.

"Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or cost of filling sinkholes.

"Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter, or lava flow. It does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss to the covered property.

PERILS EXCLUDED

The following exclusions if designated below are added to Paragraph 1. of PERILS EXCLUDED:

() Earth Movement – "We" do not pay for loss caused by any earth movement (other than sinkhole collapse) or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to: earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

() Flood – "We" do not pay for loss caused by "flood". However, "we" do cover the resulting loss if fire, explosion, or sprinkler leakage results.

EQUIPMENT LEASED OR RENTED FROM OTHERS ENDORSEMENT

(The entries required to complete this schedule will be shown below or on the "Schedule of Coverages" or Declarations.)

Limit

Equipment Limit – The most "we" pay for any one piece that is leased or rented from others is: \$ _____

Catastrophe Limit – The most "we" pay in any one occurrence for loss to equipment leased or rented from others is: \$ _____

DEDUCTIBLE

Deductible Amount per piece of equipment leased or rented from others is: \$ _____

REPORTING CONDITIONS

Rate \$ _____

Deposit Premium \$ _____

Minimum Premium \$ _____

Additional Premium Due After Expiration – When the premium for the coverage provided by this policy is based upon reports of value any additional premium owed to "us" is due on the due date that appears on the billing notice.

() Reporting Conditions Do Not Apply

SUPPLEMENTAL COVERAGES

Equipment Leased Or Rented From Others -- "We" cover direct physical loss caused by a covered peril to "contractors' equipment" that "you" have leased or rented from others.

HOW MUCH WE PAY

Deductible -- "We" pay only that part of "your" loss over the deductible amount indicated on the schedule in any one occurrence.

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REPORTING CONDITIONS

Reporting Conditions --

1. Reports --

- a. **You Will Report To Us** -- Within 30 days after the end of the policy period, "you" will report to "us" the total amount of "your" expenditures for "contractors' equipment" that "you" lease or rent from others.

- b. **Cancellation** -- If this policy is canceled, "you" will report the total amount of expenditures up to and including the date of cancellation.

2. **Premium Computation And Adjustment** --

- a. The premium will be adjusted at the end of the policy period. The total computed premium will be determined by multiplying "your" total equipment expenditures by the rate indicated on the Equipment Leased or Rented From Others Schedule.
- b. "We" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the Equipment Leased or Rented From Others Schedule.

3. **Provisions That Affect How Much We Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay:

- a. **Failure To Submit Reports** -- If "you" have failed to submit the required reports of value at the time of a loss "we" will not pay "you" more than the amount included in "your" last report.
- b. **Reported Values Are Less Than The Full Value** -- If "your" last report before a loss shows less than the actual value of "your" expenditures for "contractors' equipment" that "you" lease or rent from others, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total expenditures "you" reported divided by "your" actual expenditures for "contractors' equipment" that "you" lease or rent from others during the reporting period.
- c. **We Will Not Pay More Than The Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

MINIMUM EARNED PREMIUM ENDORSEMENT

In consideration of the premium at which this policy is written, it is agreed if the policy is cancelled for any reason within the first 90 days after the effective date of the policy a minimum earned premium of 25% will apply.

NON-CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION

1. The following definitions are added.
 - a. "Non-certified act of terrorism" means a violent act or an act that is dangerous to human life, property, or infrastructure that:
 - 1) is committed by an individual or individuals; and
 - 2) appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
 - 3) is not certified as a terrorist act pursuant to the Federal Terrorism Risk Insurance Act of 2002 or any amendments thereto.
 - b. "Non-certified terrorism loss" means any loss that results from a "non-certified act of terrorism".
2. Under Perils Excluded (or under Exclusions in form GS-200), the War Exclusion, wherever it appears, is deleted and replaced by the following:

WAR AND MILITARY ACTION EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction or radiation or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

3. The following Non-certified Act of Terrorism Exclusion is added. Regardless of the amount of damage and losses, the Non-certified Act of Terrorism Exclusion applies to any incident of "non-certified terrorism loss":
 - a. that is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - b. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

However, the Non-certified Act of Terrorism Exclusion does not apply to any loss that results from an act that is not certified by the Secretary of the Treasury to be an act of terrorism solely because the property and casualty insurance losses resulting from that act do not exceed \$5,000,000 in the aggregate.

Except as provided in 3.a. or 3.b. above, the Non-certified Act of Terrorism Exclusion will only apply to an incident of "non-certified terrorism loss" in which the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, "we" will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property.

For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "non-certified terrorism loss" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

The preceding paragraph describes the threshold used to measure the magnitude of an incident of "non-certified terrorism loss" and the circumstances in which the threshold will apply, for the purpose of determining whether the Non-certified Act of Terrorism Exclusion will apply to that incident. When the Non-certified Act of Terrorism Exclusion applies to an incident of terrorism, there is no coverage under this Coverage Part.

NON-CERTIFIED ACT OF TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by a "non-certified act of terrorism", including action in hindering or defending against an actual or expected "non-certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

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CERTIFIED AND NON-CERTIFIED ACT OF TERRORISM EXCLUSION AND WAR AND MILITARY ACTION EXCLUSION

1. The following definitions are added.

a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- 1) to be an act of terrorism;
- 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and

4) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act will be certified by the Secretary of the Treasury as an act of terrorism if property and casualty insurance losses resulting from the act do not exceed \$5,000,000 in the aggregate.

b. "Non-certified act of terrorism" means a violent act or an act that is dangerous to human life, property, or infrastructure that:

- 1) is committed by an individual or individuals; and
- 2) appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion; and
- 3) is not certified as a terrorist act pursuant to the Federal Terrorism Risk Insurance Extension Act of 2005 or any amendments thereto.

c. "Non-certified terrorism loss" means loss that results from a "non-certified act of terrorism".

2. Under Perils Excluded (or under Exclusions in form GS-200), the War Exclusion, wherever it appears, is deleted and replaced by the following:

WAR AND MILITARY ACTION EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

With respect to any action that comes within the "terms" of this exclusion and involves nuclear reaction or radiation or radioactive contamination, this War And Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

3. The following exclusion is added.

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism" or a "non-certified act of terrorism", including action in hindering or defending against an actual or expected "non-certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

With respect to an incident of "non-certified terrorism loss", this Terrorism Exclusion only applies when one or more of the following are attributed to a "non-certified act of terrorism":

- a. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- b. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or
- c. the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, "we" will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property.

For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "non-certified terrorism loss" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident.

Item 3.c. above describes the threshold used to measure the magnitude of an incident of "non-certified terrorism loss" and the circumstances in which the threshold will apply, for the purpose of determining whether the Terrorism Exclusion will apply to that incident.

When this Terrorism Exclusion applies to an incident of terrorism, there is no coverage under the Coverage Part to which this endorsement applies.

4. The following provisions are added.

- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that policy under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
- b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

TERRORISM EXCLUSION

1. The word terrorism, when shown in this endorsement in quotation marks, has the following meaning:

"Terrorism" means activities against persons, organizations, or property of any nature:

- a. that involve the following or preparation for the following:
 - 1) use or threat of force or violence; or
 - 2) commission or threat of a dangerous act; or
 - 3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. when one or both of the following applies:
 - 1) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - 2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

2. The following exclusion is added:

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- b. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- e. the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, "we" will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or

common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

Item 2.e. above describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Terrorism Exclusion will apply to that incident. When this Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under the Coverage Part to which this endorsement applies.

3. When the Terrorism Exclusion set forth by this endorsement applies due to an incident of "terrorism" described above under items 2.a. or 2.b., that Terrorism Exclusion supersedes the Nuclear Hazard Exclusion in the Coverage Part to which this endorsement applies.

4. The following provisions are added.

- a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.
- b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

CERTIFIED TERRORISM LOSS DISCLOSURE OF PREMIUM AND FEDERAL SHARE OF INSURED LOSSES

(The entries required to complete this endorsement will be shown below, on the "declarations", or on the "schedule of coverages".)

SCHEDULE

- A. Certified Terrorism Loss Premium through _____: \$ _____
- B. (This item may be left blank; see Paragraph 2. below for more information.)
- Federal share of terrorism losses: _____%, for losses occurring in year 20____
- Federal share of terrorism losses: _____%, for losses occurring in year 20____

Additional information, if any, concerning terrorism premium:

1. The portion of "your" premium that is attributed to coverage for "certified terrorism loss" is shown under item A. in the Schedule above.
2. Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Government, Department of Treasury under a federal program. Under that program, the United States pays the following percentages of the amount of covered "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain:
 - a. 90% for losses occurring in 2006; and
 - b. 85% for losses occurring in 2007.

If the federal program is extended beyond 2007, the percentage of covered "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain and that is paid by the United States is shown under item B. in the Schedule above.

CERTIFIED TERRORISM LOSS DISCLOSURE OF PREMIUM AND FEDERAL SHARE OF INSURED LOSSES

(The entries required to complete this endorsement will be shown below, on the "declarations", or on the "schedule of coverages".)

SCHEDULE

A. Certified Terrorism Loss Premium through _____: \$ _____

B. (This item may be left blank; see item 4. below for more information.)

Estimated Certified Terrorism Loss Premium Beyond Date Shown Above: \$ _____

C. (This item may be left blank; see item 2. below for more information.)

Federal share of terrorism losses: _____%, for losses occurring in year 20____

Federal share of terrorism losses: _____%, for losses occurring in year 20____

Additional information, if any, concerning terrorism premium:

1. The portion of "your" premium that is attributed to coverage for "certified terrorism loss" is shown in the Schedule above.
2. Coverage for "certified terrorism loss", to the extent that such coverage is provided by this policy or Coverage Part, will be partially reimbursed by the United States Government, Department of Treasury under a federal program. Under that program, the United States pays the following percentages of the amount of covered "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain:
 - a. 90% for losses occurring in 2006; and
 - b. 85% for losses occurring in 2007.If the federal program is extended beyond 2007, the percentage of covered "certified terrorism loss" that exceeds the statutorily established deductible that "we" retain and that is paid by the United States is shown under item C. in the Schedule above.
3. The Certified Terrorism Loss Premium is calculated based in part on the federal reimbursement of terrorism losses established by the federal program. That program is scheduled to terminate on the date shown in item A. of the Schedule above, unless renewed, extended, or replaced by the federal government.
4. The following provisions apply if the Conditional Terrorism Exclusion endorsement is applicable.
 - a. Continuation of coverage for "certified terrorism loss", or termination of such coverage, will depend on whether the federal program is renewed, extended, or replaced without change or ceases on the date shown in item A. of the Schedule above, subject to the "terms" of the Conditional Terrorism Exclusion endorsement.

- b. If coverage for "certified terrorism loss" continues and no estimated premium is shown in item B. of the Schedule above, "we" will calculate the premium for "certified terrorism loss" for the period beyond the date shown in item A. of the Schedule; and "we" will charge additional premium, as determined by "our" calculations.
 - c. If an estimated premium is shown in item B. of the Schedule above for the period beyond the date shown in item A. of the Schedule, "we" will recalculate that premium when the status of the federal program is determined; and "we" will charge additional premium or refund excess premium, as determined by "our" calculations.
- 5. If the Conditional Terrorism Exclusion endorsement is not applicable, continuation of coverage for terrorism loss will not depend on whether the federal program is renewed, extended, or replaced without change or ceases on the date shown in item A. of the Schedule above. When the status of the federal program is determined, "we" will recalculate the estimated premium shown in item B. of the Schedule for the period beyond the date shown in item A. of the Schedule; and "we" will charge additional premium or refund excess premium, as determined by "our" calculations.
 - 6. If "we" notify "you" of an additional premium charge, the additional premium will be due as specified in "our" notice.

CL 1605 06 06

SERFF Tracking Number: PRAE-125267722

State: Arkansas

Filing Company: Praetorian Insurance Company

State Tracking Number: AR-PC-07-025983

Company Tracking Number: PIC-OP-AR-IM-F-001

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Contractors' Equipment Program

Project Name/Number: On-Point/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRAE-125267722

State: Arkansas

Filing Company: Praetorian Insurance Company

State Tracking Number: AR-PC-07-025983

Company Tracking Number: PIC-OP-AR-IM-F-001

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland Marine

Product Name: Contractors' Equipment Program

Project Name/Number: On-Point/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

09/06/2007

Comments:

Attachments:

F777.pdf

F778 - NSFP.pdf

Satisfied -Name: Filing Memorandum

Review Status:

Approved

09/06/2007

Comments:

Attachment:

Filing Memo - F .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:
	New Business
	Renewal Business
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

3. Group Name	Group NAIC #
QBE Insurance Group Ltd.	796

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Praetorian Insurance Company	Illinois	37257	36-3030511	

5. Company Tracking Number	PIC-OP-AR-IM-F-001
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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
	Danelle Hill, Wall Street Plaza, 88 Pine Street, NY, NY 10005	Senior Filing Analyst	(866) 390-7723 (212) 805-9879	(212) 894-7821	danelle.hill@qbeamericas.com
7.	Signature of authorized filer		<i>Danelle Hill</i>		
8.	Please print name of authorized filer		Danelle Hill		

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

9. Type of Insurance (TOI)	9.0000 Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	9.0005 Other Commercial Inland Marine
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Contractors' Equipment 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: Upon Approval Renewal:
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	AAIS
17. Reference Organization # & Title	Most Current
18. Company's Date of Filing	September 4, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	PIC-OP-AR-IM-F-001
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Praetorian Insurance Company submits for your review this initial form filing for our new Contractors' Equipment Program. Pursuant to AR S 23-67-206, the rates and rules for this program are exempt from filing. Therefore, no corresponding rate and rule filing has been submitted with this form filing.

This program offers independent forms, that will be used in conjunction with AAIS forms.

22. Filing Fees (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 #: N/A - Sent via EFT

Amount: 50.00

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

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

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 #	PIC-OP-AR-IM-F-001			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
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	Policy Jacket	PIC JACKET (07-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Weight of Load Endorsement	OP 0001 06 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Rental Reimbursement Endorsement	OP 0002 06 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amendment of Covered Property	OP 0003 06 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Replacement Endorsement Cost	OP 0004 06 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Earth Movement and Flood Exclusion	OP 0005 06 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Equipment Leased or Rented From Other Endorsement	OP 0006 06 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Equipment Schedule Contractors' Equipment	OP 0007 06 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Minimum Earned Premium Endorsement	OP 0008 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Non-Certified Act of Terrorism Exclusion and War and Military Action Exclusion	CL 0630 12 02	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Certified and Non-Certified Act of Terrorism Exclusion and War and Military Action Exclusion	CL 0634 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Terrorism Exclusion	CL 2630 06 04	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

13	Certified Terrorism Loss Disclosure of Premium and Federal Share of Insured Loss	CL 0605 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Certified Terrorism Loss Disclosure of Premium and Federal Share of Insured Loss	CL 1605 06 06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Praetorian Insurance Company Contractors' Equipment Program

Filing Memorandum

Praetorian Insurance Company is filing a new program for Contractors' Equipment Risk. This program offers independent forms used in combination with AAIS forms.

POLICY FORMS

The current American Association of Insurance Service Office (AAIS) Commercial Forms and Endorsements will be used, except for those forms listed on the Schedule of Forms and Endorsements.