

SERFF Tracking Number: CNNA-125465905 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CMISC-08-6004-AR
TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
Product Name: CMISC-08-6004-AR
Project Name/Number: /

Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CMISC-08-6004-AR

TOI: 01.0 Property

Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Filing Type: Form

SERFF Tr Num: CNNA-125465905 State: Arkansas

SERFF Status: Closed

Co Tr Num: CMISC-08-6004-AR

Co Status:

Author: Sharon Grubbs

Date Submitted: 01/30/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Becky Harrington, Betty Montesi, Brittany Yielding

Disposition Date: 01/30/2008

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal):

State Filing Description:

Sub-TOI should be commercial.

General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 01/30/2008

State Status Changed: 01/30/2008

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file form(s) per the attached memorandum.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Final copies are attached for your review.

Filing Fees are now set up through the Electronic Funds Transfer System (EFT).

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Your approval is respectfully requested for use on policies effective on or after your date of approval.

Company and Contact

Filing Contact Information

Sharon Grubbs, Senior Filings Analyst sharon_grubbs@cinfin.com
 6200 S. Gilmore Road (513) 870-2091 [Phone]
 Fairfield, OH 45014

Filing Company Information

The Cincinnati Insurance Company CoCode: 10677 State of Domicile: Ohio
 6200 S. Gilmore Road Group Code: 244 Company Type:
 Fairfield, OH 45014 Group Name: State ID Number:
 (513) 870-2000 ext. [Phone] FEIN Number: 31-0542366

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	01/30/2008	17737303

SERFF Tracking Number: CNNA-125465905 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	01/30/2008	01/30/2008

SERFF Tracking Number: *CNNA-125465905* *State:* *Arkansas*
Filing Company: *The Cincinnati Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CMISC-08-6004-AR*
TOI: *01.0 Property* *Sub-TOI:* *01.0002 Personal Property (Fire and Allied Lines)*

Product Name: *CMISC-08-6004-AR*
Project Name/Number: /

Disposition

Disposition Date: 01/30/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Effective upon approval

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125465905 State: Arkansas
 Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
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 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	FORM FILING SCHEDULE	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Form	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM	Approved	Yes
Form	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE	Approved	Yes
Form	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	Approved	Yes

SERFF Tracking Number: CNNA-125465905 State: Arkansas
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 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
 Product Name: CMISC-08-6004-AR
 Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM	IA 319	01 08	Other	Replaced	Replaced Form #:0.00 IA 319 01 06 Previous Filing #: CMISC-07-6005-AR		IA319 01-08.pdf
Approved	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE	IA 4236	01 08	Policy/Coverage Form	Replaced	Replaced Form #:0.00 IA 4236 01 06 Previous Filing #: CMISC-06-6002-AR		IA4236 01-08.pdf
Approved	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	IA 4238	01 08	Other	Replaced	Replaced Form #:0.00 IA 4238 01 06 Previous Filing #: CMISC-06-6005-AR		IA4238 01-08.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements except Medical Professional Liability (professional liability forms insuring dentists, optometrists, nurses, and nursing homes, among others)

A. The following definitions are added with respect to the provisions of this endorsement:

1. "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, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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.

2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce the civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

B. The following exclusion is added:

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

We will not pay for any loss, injury or damage caused directly or indirectly by a "certified act of terrorism" or an "other 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.

But with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

- 1.** The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
- 2.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;
- 3.** 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 "other acts 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;
- 4.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a.** Physical injury that involves a substantial risk of death;
 - b.** Protracted and obvious physical disfigurement; or
 - c.** Protracted loss of or impairment of the function of a bodily member or organ; or

5. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination.

Paragraphs **B.3.** and **B.4.** immediately preceding, describe the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part, Coverage Form, Policy or Endorsement, except as provided in this Endorsement.

However, Paragraph **B.4.** immediately preceding, is not to be used as a threshold to measure the magnitude of an "other act of terrorism" for the purposes of determining if this exclusion applies to a Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Machinery and Equipment Coverage Part, Commercial Crime Coverage Form, Commercial Crime Policy, Employee Theft and Forgery Policy, Farm Property Coverage Part, Government Crime Coverage Form, Government Crime Policy, Standard Property Policy, or Section **I** of the Business-owners Package Policy.

C. Exception Covering Certain Fire Losses

The following modifies insurance provided under the following: Commercial Inland Marine Coverage Part, Commercial Property Coverage Part, Farm Coverage Part and Standard Property Policy:

If a "certified act of terrorism" or an "other act of terrorism" causes fire damage to property that is subject to the Standard Fire Policy in a state that utilizes the Standard Fire Policy as its minimum fire coverage standard, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and / or Extra Expense coverages, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

This Section **C.** does not apply to:

1. A Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows an exception for fire resulting from terrorism; or
2. An Inland Marine Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows a commercial inland marine exception,

to its Standard Fire Policy minimum fire coverage regulations.

D. Exception Covering Minimum Financial Responsibility

The following applies to the Business Auto Coverage Form, Business Auto Physical Damage Coverage Form, Garage Coverage Form, Motor Carrier Coverage Form, Single Interest Automobile Physical Damage Insurance Policy and Truckers Coverage Form if they are included in, or are part of, this Policy and if the "certified act of terrorism" or "other act of terrorism" causes loss in a state that requires compulsory or financial responsibility minimum limits apply to excluded acts of terrorism:

The exclusion stated in Section **B.** of this endorsement does not apply to:

1. Liability or Personal Injury Protection Coverage, but only up to the state compulsory or financial responsibility law minimum limits of insurance for each coverage; and
2. Uninsured and / or Underinsured Motorists Coverage, if applicable, but only up to the minimum statutory permitted limits of insurance for each coverage.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or endorsement such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the "certified act of terrorism" or "other act of terrorism" contributes concurrently or in any sequence to the loss, injury or damage.

F. Conformity With Statute

If any terms or conditions of this endorsement are in conflict with the laws of the jurisdiction under which this policy is construed, then such terms and conditions will be deemed changed to conform with such laws, but only to the extent that such terms and conditions are otherwise covered by the Coverage Part, Coverage Form, Policy or Endorsement to which this endorsement applies.

G. Supersession

The exclusions for acts of terrorism in this endorsement supersede any offers of terrorism coverage.

H. Sunset Clause

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism except "other acts of terrorism" that takes place after the expiration or repeal of the Act.

POLICYHOLDER NOTICE

TERRORISM INSURANCE COVERAGE

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

Your policy may contain coverage for certain losses caused by terrorism.

Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act.

- Refer to the SUMMARY OF PREMIUMS CHARGED or DECLARATIONS PAGE for the portion of your premium that is attributable to coverage for terrorist acts certified under the Act.

Federal Participation:

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Under your policy, any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Cap on Insurer Participation:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

NOTE: IF YOUR POLICY IS A RENEWAL POLICY, THIS NOTICE IS PROVIDED TO SATISFY THE REQUIREMENTS UNDER THE TERRORISM RISK INSURANCE ACT FOR POLICYHOLDER DISCLOSURE: (1) AT THE TIME OF OUR OFFER TO RENEW THE POLICY AND (2) AT THE TIME THE RENEWAL IS COMPLETED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements subject to the federal Terrorism Risk Insurance Act and any amendments and extensions thereto

- A.** The following definition is added with respect to the provisions of this endorsement:

"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, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, 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.

- B. Cap On Losses from Certified Acts of Terrorism**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 bil-

lion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

- C. Application of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability, omission or absence of a terrorism exclusion, does not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or Endorsement such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the "certified act of terrorism" contributes concurrently or in any sequence to the loss.

- D. Sunset Clause**

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism that takes place after the expiration or repeal of the Act.

SERFF Tracking Number: CNNA-125465905 State: Arkansas
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TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)
Product Name: CMISC-08-6004-AR
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 01/30/2008

Comments:
PROPERTY AND CASUALTY TRANSMITTAL

Attachment:
F777AR_307[1].pdf

Satisfied -Name: FORM FILING SCHEDULE **Review Status:** Approved 01/30/2008

Comments:
FORM FILING SCHEDULE

Attachment:
F778AR_307[1].pdf

Satisfied -Name: MEMORANDUM **Review Status:** Approved 01/30/2008

Comments:
MEMORANDUM

Attachment:
MEMOF.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 #
The Cincinnati Insurance Company	0244

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Cincinnati Insurance Company	Ohio	0244-10677	31-0542366	03

5. Company Tracking Number	CMISC-08-6004-AR
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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
	Sharon Grubbs 6200 South Gilmore Road Fairfield, Ohio 45014	Senior Filing Analyst	513-870-2091	513-870-2097	sharon_grubbs@cinfin.com

7. Signature of authorized filer	<i>Sharon Grubbs</i>
8. Please print name of authorized filer	Sharon Grubbs

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

9. Type of Insurance (TOI)	Miscellaneous
10. Sub-Type of Insurance (Sub-TOI)	Miscellaneous
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	n/a
12. Company Program Title (Marketing title)	n/a
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 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	01/30/08
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 #	CMISC-08-6004-AR
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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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See Memorandum

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 #: EFT FILING

Amount: \$50

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 #	CMISC-08-6004-AR			
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	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM	IA 319 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	IA 319 01 06	CMISC-07-6005-AR
02	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE	IA 4236 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	IA 4236 01 06	CMISC-06-6002-AR
03	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	IA 4238 01 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	IA 4238 01 06	CMISC-06-6005-AR
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input 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		

**ARKANSAS
MISCELLANEOUS
FORMS MEMORANDUM**

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
IA 319 01 08	IA 319 01 06	<p>EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM All date references to the Terrorism Risk Insurance Act and its amendments are deleted. We now refer to just the Terrorism Risk Insurance Act.</p> <p>Under Section A.1.a., we revised "aggregate" losses to "insured" losses. Added the words: "in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act".</p> <p>Congress voided the distinction between foreign and domestic terrorism so all reference to foreign persons or interests are deleted in A.1.b.</p> <p>In E. Application of Other Exclusions we reference certain exclusions in particular to examples of exclusions which continue to apply. To that listing we added reference to pollutants, contamination, deterioration, fungi or bacteria.</p>
IA 4236 01 08	IA 4236 01 06	<p>POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE This form is attached to the policy. The insured is referred to the Summary of Premium page to see the charge for terrorism coverage.</p> <p>All date references to the Terrorism Risk Insurance Act and its amendments are deleted. We now refer to just the Terrorism Risk Insurance Act.</p> <p>The Federal Participation section is amended to reference specifically the \$100 billion cap on the United States Government participation.</p> <p>The Cap on Insurer Participation section is added to explain the limit of our total participation in payments under the Terrorism Risk Insurance Act.</p>

NEW FORM

IA 4238 01 08

OLD FORM

IA 4238 01 06

TITLE/DESCRIPTION OF CHANGE**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

All date references to the Terrorism Risk Insurance Act and its amendments are deleted. We now refer to just the Terrorism Risk Insurance Act.

Under Section A.1.a., we revised "aggregate" losses to "insured" losses. Added the words: "in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act".

Congress voided the distinction between foreign and domestic terrorism so all reference to foreign persons or interests are deleted in A.1.b.

Section B. Cap on Insurer Participation section is revised mention the \$100 billion cap on losses, to explain the limit of our total participation in payments under the Terrorism Risk Insurance Act and that the \$100 billion is subject to pro rata allocation.

In C. Application of Other Exclusions we reference certain exclusions in particular to examples of exclusions which continue to apply. To that listing we added reference to pollutants, contamination, deterioration, fungi or bacteria.