

SERFF Tracking Number: PERR-125881916 State: Arkansas
Filing Company: Mitsui Sumitomo Insurance USA Inc. State Tracking Number: #104082 \$50
Company Tracking Number: MSIG-IM-VWP-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Vortex Weather Insurance
Project Name/Number: MSIG-IM-VWP-AR-08-01-F/MSIG-IM-VWP-AR-08-01-F

Filing at a Glance

Company: Mitsui Sumitomo Insurance USA Inc.

Product Name: Vortex Weather Insurance SERFF Tr Num: PERR-125881916 State: Arkansas
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: #104082 \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine Co Tr Num: MSIG-IM-VWP-AR-08-01-F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
Authors: Neresia Torres, Olga E. Garcia Disposition Date: 11/06/2008
Date Submitted: 11/03/2008 Disposition Status: Approved
Effective Date Requested (New): 12/01/2008 Effective Date (New): 12/01/2008
Effective Date Requested (Renewal): 12/01/2008 Effective Date (Renewal): 12/01/2008

State Filing Description:

General Information

Project Name: MSIG-IM-VWP-AR-08-01-F Status of Filing in Domicile: Pending
Project Number: MSIG-IM-VWP-AR-08-01-F Domicile Status Comments:
Reference Organization: N/A Reference Number: N/A
Reference Title: N/A Advisory Org. Circular: N/A
Filing Status Changed: 11/06/2008
State Status Changed: 11/05/2008 Deemer Date:
Corresponding Filing Tracking Number: N/A

Filing Description:

On behalf of Mitsui Sumitomo Insurance USA, Inc. (the "Company"), we are submitting this filing to propose a new program called Vortex Weather Insurance for uncontrolled commercial inland marine insurance. Please refer to filing memorandum for further details.

In addition to these forms, ISO forms have been adopted for use with the program by the Company. Please note the

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corresponding rates and rules are exempt from filing requirements per AR statute 23-67-206.

The Company respectfully requests that the proposed forms be implemented for all policies effective on December 12, 2008 for new and renewal business.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. If there are any requests for additional information related to items in this filing, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Olga E. Garcia, Filing Analyst doi@perrknight.com
 881 Alma Real Dr Suite 205 (310) 230-9339 [Phone]
 Pacific Palisades, CA 90272

Filing Company Information

Mitsui Sumitomo Insurance USA Inc.	CoCode: 22551	State of Domicile: New York
560 Lexington Avenue	Group Code: 2978	Company Type:
20th Floor		
New York, NY 10022-6828	Group Name:	State ID Number:
(908) 604-2902 ext. [Phone]	FEIN Number: 13-3467153	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 for forms filing
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Mitsui Sumitomo Insurance USA Inc.	\$0.00	11/03/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
104082	\$50.00	10/14/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/06/2008	11/06/2008

SERFF Tracking Number: *PERR-125881916* *State:* *Arkansas*
Filing Company: *Mitsui Sumitomo Insurance USA Inc.* *State Tracking Number:* *#104082 \$50*
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TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *Vortex Weather Insurance*
Project Name/Number: *MSIG-IM-VWP-AR-08-01-F/MSIG-IM-VWP-AR-08-01-F*

Disposition

Disposition Date: 11/06/2008

Effective Date (New): 12/01/2008

Effective Date (Renewal): 12/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memo, Company's Forms List and Letter of Authorization	Approved	Yes
Form	Policyholder Disclosure Notice Of Terrorism	Approved	Yes
Form	Policy Information Page	Approved	Yes
Form	Vortex Weather Insurance Declarations	Approved	Yes
Form	Vortex Weather Insurance Coverage Form	Approved	Yes
Form	Vortex Weather Insurance TRIA Disclosure Endorsement	Approved	Yes
Form	Vortex Weather Insurance Change Endorsement	Approved	Yes
Form	Vortex Weather Insurance Endorsement - Policy Changes	Approved	Yes
Form	Vortex Weather Insurance Supplemental Declarations - Additional Weather Definitions	Approved	Yes
Form	Vortex Weather Insurance Supplemental Declarations - Description of Occurrence	Approved	Yes
Form	Vortex Weather Insurance Supplemental Declarations - Primary Reporting Agency and Locations	Approved	Yes
Form	Vortex Weather Insurance Supplemental Declarations - Secondary Reporting Agency and Locations	Approved	Yes
Form	Exclusion - U.S. Economic or Trade Sanctions	Approved	Yes
Form	Vortex Weather Insurance Application	Approved	Yes
Form	Arkansas Changes	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Policyholder Disclosure Notice Of Terrorism	IM NOTICE 98		Disclosure/ Notice	New		0.00	IM NOTICE 98 - Vortex Weather Insurance Policyholder Disclosure Notice Of Terrorism 09 08 (Final).pdf
Approved	Policy Information Page	MS 0012	09 08	Other	New		0.00	MS 0012 09 08 Policy Information Page (MSIU only).pdf
Approved	Vortex Weather Insurance Declarations	MS 8028	09 08	Declaration	New s/Schedule		0.00	MS 8028 09 08 Vortex Weather Insurance Declarations (Final).pdf
Approved	Vortex Weather Insurance Coverage Form	MS 8202	09 08	Policy/Cove	New rge Form		0.00	MS 8202 09 08 Vortex Weather Insurance Coverage Form.pdf
Approved	Vortex Weather Insurance TRIA Disclosure Endorsement	MS 8406	09 08	Endorseme	New nt/Amendm ent/Condi tions		0.00	MS 8406 09 08 Vortex Weather Insurance TRIA Disclosure

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Approval	Product	Policy	Effective Date	Description	Amount	Attachment
Approved	Vortex Weather Insurance	MS 8603	09 08	Endorsement/Amendment/Conditions	0.00	Endorsement (Final).pdf
Approved	Vortex Weather Insurance	MS 8604	09 08	Endorsement/Amendment/Conditions	0.00	Vortex Weather Insurance Change Endorsement MS 8603 09 08.pdf
Approved	Vortex Weather Insurance	MS 8604	09 08	Endorsement - Policy Changes	0.00	Vortex Weather Insurance Endorsement - Policy Changes MS 8604 09 08.pdf
Approved	Vortex Weather Insurance	MS 8032	09 08	Supplemental Declarations - Additional Weather Definitions	0.00	MS 8032 09 08 - Vortex Weather Insurance Supplemental Declarations - Additional Weather Definitions (Final).pdf
Approved	Vortex Weather Insurance	MS 8029	09 08	Supplemental Declarations - Description of Occurrence	0.00	MS 8029 09 08 - Vortex Weather Insurance Supplemental Declarations - Description of Occurrence

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							(Final).pdf
Approved	Vortex Weather Insurance Supplemental Declarations - Primary Reporting Agency and Locations	MS 8030	09 08	Endorsement/Amendment/Conditions	New	0.00	MS 8030 09 08 - Vortex Weather Insurance Supplemental Declarations - Primary Reporting Agency and Locations (Final).pdf
Approved	Vortex Weather Insurance Supplemental Declarations - Secondary Reporting Agency and Locations	MS 8031	09 08	Endorsement/Amendment/Conditions	New	0.00	MS 8031 09 08 - Vortex Weather Insurance Supplemental Declarations - Secondary Reporting Agency and Locations (Final).pdf
Approved	Exclusion - U.S. Economic or Trade Sanctions	MS 0504	10 04	Endorsement/Amendment/Conditions	New	0.00	MS 0504 10 04 Exclusion - U.S. Economic or Trade Sanctions.pdf
Approved	Vortex Weather Insurance Application	MS 8602	09 08	Application/ New Binder/Enrollment		0.00	MS 8602 09 08 - Vortex Weather Insurance Application (Final

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Approved	Arkansas	MS 83116 09 08	Endorseme New nt/Amendm ent/Condi tions	0.00	Updated).pdf MS 83116 09 08 AR Changes ~ Vortex Weather Coverage Form.pdf
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VORTEX WEATHER INSURANCE

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Insured: _____
Policy: _____
Company: _____
Policy Period: _____

Agent: _____

You are hereby notified that under the Terrorism Risk Insurance Act, as amended (the "Act"), that you have a right to purchase insurance coverage for loss resulting from acts of terrorism, as defined in Section 102(1) of the Act.

Coverage for terrorism is being provided at no charge. The portion of your annual premium that is attributable to coverage for acts of terrorism is: \$ 0, and does not include any charges for the portion of losses covered by the United States Government under the Terrorism Risk Insurance Act, as amended.

You are hereby notified that the Terrorism Risk Insurance Act, as amended, revised the definition of an **Act of Terrorism** in Section 102(1)(A) to the following:

The term "**act of terrorism**" means any act that is certified by the Secretary, in concurrence with the Secretary of State, and the Attorney General of the United States –

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to – (I) human life; (II) property; or (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside the United States in case of – (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and
- (iv) to have been 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.

UNDER YOUR COVERAGE, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY THE TERRORISM RISK INSURANCE ACT, AS AMENDED. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE.

THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES EXCEEDS \$100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.



Policy Number

POLICY INFORMATION PAGE

MITSUI SUMITOMO INSURANCE USA INC.
(A New York Stock Company)

Home Office: 560 Lexington Avenue, 20th Floor
New York, New York 10022
(212) 446-3600

Administrative Offices: 15 Independence Boulevard
Warren, New Jersey 07059
(800) 388-1802

and

312 Elm Street, Suite 1100
Cincinnati, Ohio 45202
(877) 679-4032

Policyholders may use the telephone numbers shown above for any purpose.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.

A handwritten signature in blue ink, appearing to read "Tetsuro Kihara".

Tetsuro Kihara
President

A handwritten signature in blue ink, appearing to read "Takeshi Takato".

Takeshi Takato
Secretary

MITSUI SUMITOMO INSURANCE USA INC.



Policy Number _____

VORTEX WEATHER INSURANCE DECLARATIONS

Insurance is afforded by Mitsui Sumitomo Insurance USA Inc. (a capital stock corporation)

Named Insured and Address:

Agent Name and Address:

Agent Number:

PLEASE READ THIS POLICY CAREFULLY.

Note: This policy does not provide coverage for bodily injury or property damage liability, loss to property, or loss of value of any property. This is an agreed amount insurance policy.

Advance premium payment is required. This policy cannot be cancelled or renewed.

Coverage Dates

Beginning Date: _____ Ending Date: _____

Coverage Hours

Beginning Time: _____ Ending Time: _____

Limits of Insurance

\$ _____ Per Occurrence Limit \$ _____ Aggregate Limit

Insured Peril

Description of Occurrence

This Declarations and the Supplemental Declarations, if any, together with the coverage form and any forms and endorsements stated in these Declarations, complete the above numbered policy.

Primary Reporting Agency and Location(s)

Secondary Reporting Agency and Location(s) (if applicable)

Additional Weather Definitions

Premium:	\$	
Taxes:	\$	
Terrorism Insurance Coverage:	\$	00.00
Total:	\$	

Forms and Endorsements made a part of this policy at issuance:

Countersigned:

Date: _____ By: _____
Authorized Representative

VORTEX WEATHER INSURANCE COVERAGE FORM

Coverage under this policy is governed by the language, conditions and agreements contained within it, the Declarations, and the forms and endorsements listed in the Declarations. The terms “you” and “your” used in this policy refer to the Named Insured listed in the Declarations. The terms “we”, “us” and “our” used in this policy refer to the company providing this insurance. Additional words and phrases within this policy which carry important meanings appear in quotation marks and are identified in section III.

Definitions.

I. Insuring Agreement

In consideration of the payment of the premium amount specified in the Declarations if made prior to the “coverage dates” of this policy, we shall indemnify you for loss caused by an “occurrence”. However:

- A. The indemnification is limited as described in section II. **Limits of Insurance**; and
- B. The “occurrence” must occur:
 - 1. During the “coverage hours”; and
 - 2. During the “coverage dates”;
at the location of the “Reporting Agency”.

II. Limits of Insurance

- A. Regardless of the number of “occurrences”, the Aggregate Limit shown in the Declarations is the most we will pay for all loss resulting from the “insured peril”.
- B. Subject to A. above, the most we will pay for loss from any one “occurrence” is the amount of insurance shown as the Per Occurrence Limit in the Declarations, which is the agreed amount of the loss.
- C. Subject to B. above, the loss shall be calculated as described under Description of Occurrence in the Declarations. If other limits of insurance are stated under Description of Occurrence in the Declarations, such limits become the agreed amount of loss, subject to B. above.

III. Definitions

Terms that appear in quotation marks have special meaning. Please refer to the definitions of the terms that follow for their meaning as used in this policy.

- A. “Agreed weather readings” mean those “weather readings” which both you and we agree are accurate.
- B. “Certified act of terrorism” is defined within the Cap On Losses From Certified Acts Of Terrorism endorsement, attached to this policy.
- C. “Claim support information” means the detailed report of loss, described in VI.D. **Notice of Loss**, and the “agreed weather readings”.
- D. “Coverage dates” means the policy period for this insurance, and consists of the Beginning Date through the Ending Date stated in the Declarations. The “coverage dates” are subject to the “coverage hours”, and are subject to any additional provisions included under Description of Occurrence in the Declarations.
- E. “Coverage hours” means the period of time on the “coverage dates” to which this insurance applies. If no entry is made under Coverage Hours in the Declarations, then the “coverage hours” shall be 12:01 A.M. on the Beginning Date of the Coverage Dates through 12:01 A.M. on the Ending Date of Coverage Dates in the Declarations. Additional time criteria may be indicated under Description of Occurrence in the Declarations.

However, if the "Reporting Agency" records data on a limited basis, and the necessary "weather reading" for the "occurrence" described under the Description of Occurrence in the Declarations falls outside the period of time included within the "coverage dates", then:

1. We will use such information outside the "coverage dates" which is necessary to complete the "weather readings"; and
2. Use of that data will not extend the "coverage dates" for this policy.

The "coverage hours" are Standard Time of day at the location of the "Reporting Agency". When Daylight Savings Time is in effect at the location of the "Reporting Agency", Standard Time shall mean Daylight Savings Time.

- F. "Insured peril" means the peril(s) described as Insured Peril in the Declarations.
- G. "Occurrence" means the weather event described under the Description of Occurrence in the Declarations which results from an "insured peril".
- H. "Rain" means rain, snow, sleet, hail, dew, frost or rime, and is measured as rainfall in accordance with the melting method used by the "Reporting Agency".
- I. "Reporting Agency" means the reporting agency and its location described under the Primary Reporting Agency and Location(s) in the Declarations.
- J. "Weather readings" means the recordings published by the "Reporting Agency".

Any "insured peril" other than "rain", or any other weather definitions applicable to your policy, may be found under Additional Weather Definitions in the Declarations.

IV. Conditions Pertaining to Weather

- A. The data used to calculate the loss will be obtained from the "Reporting Agency" at its location.
- B. In the event that any portion of the pertinent data for the "weather readings" is incorrect or incomplete, then that specific portion of the pertinent data for the "weather readings" will be obtained from the reporting agency listed under Secondary Reporting Agency and Location(s) in the Declarations. For the purposes of this provision, with respect to the incorrect or incomplete pertinent data only, any reference in this policy to "Reporting Agency" shall apply instead to the Secondary Reporting Agency. If the Secondary Reporting Agency data is incorrect or incomplete or if no Secondary Reporting Agency is designated, then that data will come from a reporting agency agreed to by both you and us, and the provisions of this Paragraph **B.** will apply to that reporting agency.

V. Exclusions

This policy does not cover loss caused by, resulting from, contributing to, or made worse by:

A. Other Perils or Other Causes of Loss

Any peril or reason other than the "insured peril" except a "certified act of terrorism" as limited by the Cap On Losses From Certified Acts Of Terrorism endorsement attached to this policy.

B. Weather Manipulation

Manipulation of the weather except a "certified act of terrorism" as limited by the Cap On Losses From Certified Acts Of Terrorism endorsement attached to this policy.

C. War And Military Action

1. War, including undeclared or civil war;
2. 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
3. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these;

except a "certified act of terrorism" as limited by the Cap On Losses From Certified Acts Of Terrorism endorsement attached to this policy.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

D. Nuclear Hazard

Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, except a “certified act of terrorism” as limited by the Cap On Losses From Certified Acts Of Terrorism endorsement attached to this policy.

E. Terrorism

Any acts or attempted acts of terrorism except a “certified act of terrorism” as limited by the Cap On Losses From Certified Acts Of Terrorism endorsement attached to this policy.

VI. General Conditions

A. Application

The application for this coverage is the basis of this contract, and is attached to and made a part of this policy. The statements, answers and requests within the application were relied upon to issue this policy.

B. Assignment

This policy shall not be assigned or transferred without our written consent.

C. Agreed Amount of Loss Insured

You represent to us that the limits of insurance described in section **II Limits of Insurance** and shown under Limits of Insurance in the Declarations, and any limit that may be specified under Description of Occurrence, is a reasonable estimate, or a smaller portion, of the actual economic loss that will be suffered by you in the event of the “occurrence” described under Description of Occurrence in the Declarations, resulting from an “insured peril”.

D. Notice of Loss

You shall furnish us with a detailed report of any loss which may become a claim under this policy within thirty (30) days of the Ending Date of the “coverage dates”.

E. Settlement of Loss

1. We will pay you for covered claims after we receive all of the “claim support information”. Payments will be made to you within thirty (30) days after the later of the following:
 - a. The Ending Date of this policy; or
 - b. The date we receive all of the “claim support information”.
2. If any portion of the pertinent data from the “Reporting Agency” is known to be incorrect or incomplete, then the provisions of **IV.B. Conditions Pertaining to Weather** shall apply.
3. Weather data that is incorrect or incomplete may be corrected or completed by the reporting agency and we will use that updated data, subject to policy provisions. Whenever updated data is available from the Primary Reporting Agency as described in the Declarations, we will use that data. If updated data is not available from the Primary Reporting Agency but is available from the Secondary Reporting Agency as described in the Declarations, then we will use data from the Secondary Reporting Agency. If updated data is not available from either the Primary Reporting Agency or the Secondary Reporting Agency, but is available from the reporting agency agreed to by both you and us as described in **IV.B.**, we will use data from the reporting agency agreed to by you and us.
4. If the “weather readings” are updated within 120 days after we have paid you the loss, we will adjust the loss payment based upon the updated “weather readings”. If the adjusted loss is more than we paid you, we will provide the additional loss payment to you within thirty (30) days after our receipt of the updated “weather readings”. If the adjusted loss is less than we paid you, you shall pay us the excess amount paid to you within thirty (30) days after notification to you of the modified “weather readings”.

F. Legal Action Against Us

No one may bring a legal action against us under this policy unless:

1. There has been full compliance with all the terms of this policy; and
2. The action is brought within two (2) years after you first have knowledge of the loss.

G. Concealment, Misrepresentation or Fraud

This policy shall be void if, whether before or after a loss, you have intentionally concealed or misrepresented any material fact or circumstances concerning:

1. This policy;
2. Your exposure to economic loss under this policy;
3. Your interest in this insurance; or
4. Any claim under this policy.

H. Books and Records

We may examine your books and records as they relate to this policy at any time during the "coverage dates" and up to two (2) years thereafter.

I. Titles of Paragraphs

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

J. Conformance to Statute

Terms of this policy which are in conflict with the laws and regulations of the state wherein this policy is issued or delivered are amended to conform to the minimum requirements of such laws and regulations.

K. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not constitute a waiver or a change in any part of this policy or stop us from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

L. Other Insurance

We shall be excess over any other insurance including, but not limited to, any self-insured retention. If there is other insurance that applies to the loss caused by an "insured peril", the other insurance shall pay first. This policy applies to the amount of loss that is more than:

1. The limits of insurance of the other insurance;
2. The total of all deductibles and self-insured retentions under all such other insurance; and
3. Any other self-insured retentions approved by you and by us and made a part of this policy prior to the "coverage dates".

Subject to the Aggregate Limit shown in the Declarations, we shall not pay more than the Per Occurrence Limit shown in the Declarations.

M. Cancellation and Nonrenewal

This policy cannot be cancelled by you or us after the premium has been accepted by us from you. Upon expiration, this policy will not be renewed.



VORTEX WEATHER INSURANCE COVERAGE FORM

Policy Number _____

TERRORISM PROGRAM INFORMATION

Named Insured

Agent Name

Agent No.

Coverage Dates

From: _____ To: _____

THIS ENDORSEMENT AMENDS THE POLICY IDENTIFIED ABOVE. PLEASE READ IT CAREFULLY.

PREMIUM DISCLOSURE NOTICE - TERRORISM RISK INSURANCE ACT OF 2002 (AS AMENDED)

Coverage for insured losses covered by the Terrorism Insurance Program ("the Program") is provided by the Cap on Losses From Certified Acts Of Terrorism endorsement attached to this policy, and the provisions of the policy.

The following provides information on the Program and coverage provided by the Cap on Losses From Certified Acts Of Terrorism endorsement, as well as premium information:

- 1. The premium for this policy includes coverage for insured losses covered by the Program established by the Terrorism Risk Insurance Act of 2002 (the "Act") as amended by the Terrorism Risk Insurance Extension Act of 2005 (the "Extension Act") and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (the "Reauthorization Act"). The amount shown below is the premium for this coverage and does not include any charges for the portion of loss covered by the Federal Government under the Act, the Extension Act and the Reauthorization Act. As used in this notice, the Act, the Extension Act and the Reauthorization Act will collectively be referred to as "TRIA".
2. This policy provides terrorism coverage at no premium charge for losses which are otherwise covered.
3. The Terrorism Insurance Program established by TRIA applies to certain losses, if otherwise covered by your policy, that result from an "act of terrorism" as defined in and certified under TRIA. The United States Government shares in the payment of insured losses under the Program and the amount of its share is 85% of such losses that exceed the applicable insurer deductible. If the aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100,000,000,000 in a Program Year (January 1 through December 31) for all insurers, the United States Treasury Department shall not make any payment for any portion of the amount of such losses that exceeds \$100,000,000,000 and your coverage may be reduced.

If the Secretary of the Treasury determines that aggregate insured losses attributable to terrorist acts certified under TRIA exceeded \$100,000,000,000 in a Program Year (January 1 through December 31) and we have met our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100,000,000,000, 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 under TRIA, as amended.

SCHEDULE

The premium for coverage for an "act of terrorism" as defined by the Act, and as amended, is \$ 0.00

All other terms and conditions remain unchanged.



Policy Number _____

VORTEX WEATHER INSURANCE COVERAGE FORM

Named Insured

Agent Name

Agent No.

Coverage Dates

From: _____ To: _____

THIS ENDORSEMENT AMENDS THE POLICY IDENTIFIED ABOVE. PLEASE READ IT CAREFULLY.

CHANGE ENDORSEMENT

POLICY CHANGES

The following item(s):

	Named Insured		Description of Occurrence
	Named Insured's Mailing Address		Reporting Agency and Location(s)
	Coverage Dates		Substitute Reporting Agency and Location(s)
	Coverage Hours		Additional Weather Definitions
	Limits of Insurance		Forms and Endorsements
	Insured Peril		Premium – Taxes - Surcharges

is (are) amended to read:

PREMIUM ADJUSTMENT

Additional Premium

Return Premium

\$

\$

All other terms and conditions remain unchanged.



Policy Number _____

VORTEX WEATHER INSURANCE COVERAGE FORM

Named Insured

Agent Name

Agent No.

Coverage Dates

From: _____ To: _____

THIS ENDORSEMENT AMENDS THE POLICY IDENTIFIED ABOVE. PLEASE READ IT CAREFULLY.

ENDORSEMENT – POLICY CHANGES

POLICY CHANGES

The following amendments apply to this insurance:

PREMIUM ADJUSTMENT

Additional Premium

Return Premium

\$

\$

All other terms and conditions remain unchanged.



Policy Number _____

VORTEX WEATHER INSURANCE
SUPPLEMENTAL DECLARATIONS – ADDITIONAL WEATHER DEFINITIONS

Named Insured

Agent Name

Agent No.

Coverage Dates

From: _____ To: _____

THIS SECTION MODIFIES THIS POLICY. PLEASE READ IT CAREFULLY.

Additional Weather Definitions:

These Declarations are part of the policy Declarations containing the named insured and the coverage dates.



Policy Number _____

VORTEX WEATHER INSURANCE
SUPPLEMENTAL DECLARATIONS – DESCRIPTION OF OCCURRENCE

Named Insured

Agent Name

Agent No.

Coverage Dates

From: _____ To: _____

THIS SECTION MODIFIES THIS POLICY. PLEASE READ IT CAREFULLY.

Description of Occurrence:

These Declarations are part of the policy Declarations containing the named insured and the coverage dates.



Policy Number _____

VORTEX WEATHER INSURANCE
SUPPLEMENTAL DECLARATIONS – PRIMARY REPORTING AGENCY AND LOCATION(S)

Named Insured

Agent Name

Agent No.

Coverage Dates

From: _____ To: _____

THIS SECTION MODIFIES THIS POLICY. PLEASE READ IT CAREFULLY.

Primary Reporting Agency and Location(s):

These Declarations are part of the policy Declarations containing the named insured and the coverage dates.



Policy Number _____

VORTEX WEATHER INSURANCE
SUPPLEMENTAL DECLARATIONS – SECONDARY REPORTING AGENCY AND LOCATION(S)

Named Insured

Agent Name

Agent No.

Coverage Dates

From: _____ To: _____

THIS SECTION MODIFIES THIS POLICY. PLEASE READ IT CAREFULLY.

Secondary Reporting Agency and Location(s):

These Declarations are part of the policy Declarations containing the named insured and the coverage dates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – U.S. ECONOMIC OR TRADE SANCTIONS

This endorsement modifies Insurance provided under the following:

ABUSE OR MOLESTATION COVERAGE FORM
BOILER AND MACHINERY COVERAGE PART
CHURCH DIRECTORS AND OFFICERS COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL BUSINESSOWNERS POLICY
COMMERCIAL CRIME AND FIDELITY COVERAGE PART
COMMERCIAL EXCESS LIABILITY POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL OUTPUT COVERAGE PART (AAIS)
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA EXCESS LIABILITY COVERAGE
DWELLING PROPERTY
EDUCATOR'S PROFESSIONAL LIABILITY INSURANCE POLICY
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM EXCLUDING FIDUCIARY LIABILITY
EMPLOYEE BENEFIT PROGRAMS ERRORS AND OMISSIONS COVERAGE
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
FARM COVERAGE PART
FINANCIAL INSTITUTIONS COMMERCIAL GENERAL LIABILITY COVERAGE PART
FUNERAL DIRECTORS OR CEMETERY LIABILITY COVERAGE FORM
JAPANESE NONPROFIT ORGANIZATION'S DIRECTORS AND OFFICERS COVERAGE FORM
JAPANESE TEMPLE DIRECTORS AND OFFICERS COVERAGE FORM
PASTORAL PROFESSIONAL LIABILITY INSURANCE COVERAGE FORM

This insurance does not apply under any coverage part to “bodily injury”, “property damage” or loss in whole or in part:

- A. when the United States of America has imposed any trade or economic sanction or embargo prohibiting the insurance of such “bodily injury”, “property damage” or loss; or
- B. occurring in any jurisdiction that is the subject of any trade or economic sanction or embargo imposed by the United States of America.

All other terms and conditions remain unchanged.



VORTEX WEATHER INSURANCE APPLICATION

Agent Name _____ Agent No. _____

Name of Applicant _____
 Applicant's Address _____
 City _____ State _____ Zip Code _____ Telephone _____
 Contact Person (First name) _____ (Last name) _____
 Email Address _____ Fax _____
 Website _____

Your Operations Describe your business, your operations that may have a weather-related loss, and describe the potential loss. (Example: Municipal government is the business; snow plowing is the operation subject to loss; and increased material and overtime costs from heavier storms is the potential loss.)

☀ Weather Insurance

Section I. Short Term Policies

(For events longer than one week, do not complete this section, and refer to Section II, Long-Term Policies.)

Event Type:

Event Location (Example: Taos, NM, 87571)	Event Date(s) (Example: 3/24/08 to 3/28/08)	Event Hours (Example: 7:00AM to 7:00PM)	Hours of Coverage (Example: 10:00AM to 4:00PM)	Limit Per Day (Example: \$5,000)

Rain

Total Accumulation (in inches) Describe how you wish to be protected for rain, and indicate the amount in a box below.

<input type="checkbox"/>	Describe						
.01"	.05"	.10"	.25"	.50"	1.0"	Other	

Dry Hours

Check this box* when you want *less than* the amount of rain indicated in the table above for:

_____ Consecutive dry hours (or) _____ Total dry hours

*Example: For insurance for less than a twentieth of an inch of rain for at least 3 hours in total, place an "x" in the box above "0.5" and write "3" for Total dry hours.

Additional Comments _____

Temperature

Describe fully how you wish to be protected from temperature. (Example: I would like to be protected from temperatures of 90°F or higher between 5PM and 7PM on 9/5/08.)

Description

Short Term Policies *Continued*

Other

Describe fully other weather perils (not addressed above) for which you need protection, and how you wish to be protected. *Please be specific.*

Section II. Long Term Policies

Location (Ex: Rye, NY, 10580)	Coverage Dates (Ex: 11/1/08 to 3/31/09)	Coverage Hours* (Ex: 7:00AM to 7:00PM)	Weights by Location* (Ex: 3 locations: .40, .35 & .25)

* *If applicable.* **Note:** Weighting is used when more than one location is needed to measure a single weather event.
 (Example: A manufacturer sells snow shovels in the Northwest, and primary buyers are in Northern CA, Western OR, and Western WA. Weather reporting stations are picked in those 3 areas, and weights are assigned to them based upon their sales volumes. In all cases, the chosen Weights by Location must add up to 1.0.)

Rain

Coverage Per Inch

Limit (payment) of \$_____+ for every inch that the total rainfall is above below _____ inches, up to a maximum insurance limit of \$_____+.

(Example: You need insurance of \$10,000 per inch for rainfall amounts below 12 inches in order to cover estimated losses, subject to a maximum limit of \$100,000.)

Coverage Per Day

Limit (payment) of \$_____+ per day for every day that the rain exceeds _____ inches after _____ such days, up to a maximum insurance limit of \$_____+.

(Example: You need insurance of \$25,000 per day for every day that rain exceeds 2 inches, after 3 days of 2 inches or more of rain per day, to pay estimated losses, subject to a maximum limit of \$500,000.)

+ *These will be your Each Occurrence and Aggregate insurance limits, respectively.*

Other

Describe fully how you wish to be protected from rain or lack of rain. Note: Minimum rain level request is .01" (Example: I do not want any more than .01 inches of rain between 5PM and 8PM every Saturday between June 15th and September 1st.)
Description

Long Term Policies *Continued*

Snow

Coverage Per Inch

Limit (payment) of \$_____+ for every inch that the total snowfall is above below _____ inches, up to a maximum insurance limit of \$_____+.

(Example: You need insurance of \$20,000 for each inch above 40 inches to pay estimated losses, subject to a maximum limit of \$500,000.)

Coverage Per Day

Limit (payment) of \$_____+ per day for every day that the snow exceeds _____ inches after _____ such days, up to a maximum insurance limit of \$_____+.

(Example: You need a payment of \$25,000 per day for every day that snow exceeds 4 inches, after 2 days of 4 inches or more of snow per day, to pay estimated losses, subject to a maximum limit of \$150,000.)

+ *These will be your Each Occurrence and Aggregate insurance limits, respectively.*

Other

Describe fully how you wish to be protected from snow or lack of snow. (Example: I need insurance that the snow will exceed 10 inches per week from November 15th 2008 to March 31st, 2009.)

Temperature

Describe fully how you wish to be protected from temperature. (Example: I would like to be protected from temperatures of 90°F or higher during the month of August 2009)

Description

Other Weather Perils

Describe fully other weather perils (not addressed above) which you need insured, and how you wish to be protected. *Please be specific.*

Section III. Limits of Insurance

(Limits requested must be no greater than a reasonable estimate of your potential weather loss.)

If you have not indicated the limits of insurance you require above, please read and complete the following:

Per Occurrence Limit is the limit that would apply to a single insured weather event. The Aggregate Limit is the total limit for the policy, regardless of how many weather events take place. For some insurance, you may want additional limits. Please describe those limits, and how they would apply.

Per Occurrence Limit: _____ Aggregate Limit: _____ Additional Limits: _____ (Be specific; explain over)

Section IV. History & Loss Information

Has weather insurance been purchased to cover this operation before? Yes No
If "Yes", please provide the insurance company used, and the dates of coverage:

Were there ever any prior losses for this operation? Yes No If "Yes", please provide full details of the losses, including dates, expenses/costs and description of the weather event:

Additional Comments

IMPORTANT NOTICE TO APPLICANTS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY MATERIALLY FALSE INFORMATION OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND CIVIL PENALTIES. IN THE DISTRICT OF COLUMBIA, LOUISIANA, MAINE, TENNESSEE AND VIRGINIA, INSURANCE BENEFITS MAY ALSO BE DENIED.

Settlement of Loss

Should a policy be issued, claims will be paid within 30 (thirty) days after Coverage Ending Date and after receipt of both the detailed report of loss and the agreed weather readings.

REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS

Application

This application does not bind the applicant nor the insurer, but it is agreed that this form shall be the basis of the contract should a policy be issued, and it will be attached to and made a part of the policy. The applicant agrees that if the information changes between the date of this application and the time when the policy is issued, the applicant will immediately notify Mitsui Sumitomo Insurance USA Inc. of such changes.

Agreed Loss Statement

The applicant represents that the coverage being applied for will not exceed the maximum potential losses incurred by the applicant, net of all other insurance to which applicant now or hereafter has recourse for loss caused by the same peril for which insurance is being sought.

Reliance on Answers

The applicant warrants to Mitsui Sumitomo Insurance USA Inc. that the answers in the application are to the best of the applicant's knowledge and belief, true and complete, and that no material facts have been misstated in this application or concealed.

Acknowledgement / No Coverage Bound

The applicant acknowledges that:

1. The applicant understands that this application for insurance may not be accepted for coverage, and that the applicant has no coverage unless and until the applicant's premium payment has been received by Mitsui Sumitomo Insurance USA Inc., and a coverage binder or policy has been issued by Mitsui Sumitomo Insurance USA Inc.;
2. The applicant understands that this application and premium payment must be received by Mitsui Sumitomo Insurance USA Inc. at least fifteen (15) days prior to the requested inception date of coverage;

3. The applicant understands that, if issued, the policy cannot be cancelled by the applicant or the insurer after the premium has been accepted by the insurer from the applicant;
4. The applicant understands that, if issued, the policy will not be renewed; and
5. The applicant understands that, if issued, the entire binder or policy shall be null and void if, whether before or after a loss, the applicant has concealed or misrepresented any material fact or circumstance regarding this insurance or the subject thereof, or the interest herein, or in case of any fraud or false swearing by the applicant relating thereto. Premiums that are already paid for the time period for which coverage has been rescinded will be refunded.

I have read and understand the above Important Notice to Applicants and Representations, Warranties and Acknowledgements, and I am authorized by the Applicant to apply for this coverage.

Signature: Authorized Representative for the Applicant

Date

Agent's Signature

Date

(and license number, if applicable)

Fraud Warning Statements

- | | |
|-----------------------------|--|
| Alaska | A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law. |
| Arkansas | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. |
| Arizona | For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties. |
| California | For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison. |
| Colorado | It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies. |
| District of Columbia | WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant. |
| Delaware | Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony. |
| Florida | Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree. |
| Idaho | Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement containing any false, incomplete, or misleading information is guilty of a felony. |
| Indiana | Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony. |
| Kentucky | Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. |
| Louisiana | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. |

Maine	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
Maryland	Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison
Minnesota	A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.
New Hampshire	Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638.20.
New Jersey	Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.
New Mexico	ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.
New York	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.
Ohio	Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
Oklahoma	WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Oregon	Any person who makes an intentional misstatement that is material to the risk may be found guilty of insurance fraud by a court of law.
Pennsylvania	Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
Puerto Rico	Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. If aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.
Tennessee	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Texas	Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.
Virginia	It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
Washington	It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.
West Virginia	Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

The following amends the **Legal Action Against Us** Condition:

The two-year (2-year) limitation in the **Legal Action Against Us** Condition is changed to five (5) years.

SERFF Tracking Number: *PERR-125881916* *State:* *Arkansas*
Filing Company: *Mitsui Sumitomo Insurance USA Inc.* *State Tracking Number:* *#104082 \$50*
Company Tracking Number: *MSIG-IM-VWP-AR-08-01-F*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *Vortex Weather Insurance*
Project Name/Number: *MSIG-IM-VWP-AR-08-01-F/MSIG-IM-VWP-AR-08-01-F*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125881916 State: Arkansas
Filing Company: Mitsui Sumitomo Insurance USA Inc. State Tracking Number: #104082 \$50
Company Tracking Number: MSIG-IM-VWP-AR-08-01-F
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Vortex Weather Insurance
Project Name/Number: MSIG-IM-VWP-AR-08-01-F/MSIG-IM-VWP-AR-08-01-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/06/2008

Comments:

Attachment:

2007 NAIC FFS.pdf

Satisfied -Name: Memo, Company's Forms List and
Letter of Authorization **Review Status:** Approved 11/06/2008

Comments:

Attachments:

Vortex Weather Filing Explanatory Memorandum - Non-California.pdf

AR Forms List.pdf

LOA.pdf

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 #	MSIG-IM-VWP-AR-08-01-F			
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	Policyholder Disclosure Notice Of Terrorism	IM NOTICE 98	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Policy Information Page	MS 0012 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Vortex Weather Insurance Declarations	MS 8028 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Vortex Weather Insurance Coverage Form	MS 8202 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Vortex Weather Insurance TRIA Disclosure Endorsement	MS 8406 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Vortex Weather Insurance Change Endorsement	MS 8603 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Vortex Weather Insurance Endorsement - Policy Changes	MS 8604 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Vortex Weather Insurance Supplemental Declarations - Additional Weather Definitions	MS 8032 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Vortex Weather Insurance Supplemental Declarations - Description of Occurrence	MS 8029 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Vortex Weather Insurance Supplemental Declarations - Primary Reporting Agency and Locations	MS 8030 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Vortex Weather Insurance Supplemental Declarations - Secondary Reporting Agency and Locations	MS 8031 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Exclusion - U.S. Economic or Trade Sanctions	MS 0504 10 04	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Vortex Weather Insurance Application	MS 8602 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Arkansas Changes	MS 83116 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Filing Memorandum
Mitsui Sumitomo Insurance USA Inc.

Vortex Weather Insurance

Background

Weather insurance helps protect the insured from lost profits, revenue, or increased costs due to an occurrence of the selected weather peril. The selected weather peril might be insufficient or excessive rainfall, snowfall, wind, or temperature conditions. Weather insurance also helps protect against the loss of revenues or increased costs if the weather affects ticket/concession sales even if the event is not cancelled. It helps to stabilize revenues, such as profits or costs of seasonal, weather dependent operations such as ski hills and other resorts or municipalities. Typical insureds include municipalities, resorts, sporting events, retail stores, restaurants, condominium associations, and shopping malls. However, weather insurance may be offered to any organization that may suffer a loss in the event of extreme weather conditions.

Each risk is priced individually, based on a computerized history of weather statistics and trends for the exact time of year at the insured location. The cost varies by time of year, location, and policy specifics such as the limits of insurance and length of coverage. Coverage triggers are tailor-made for each event or business. All limits are an agreed amount. There are no co-insurance penalties. The trigger for payment is the agreed peril occurring during the agreed time period.

The nearest National Oceanographic and Atmospheric Administration (NOAA) weather station or an agreed substitute is utilized to verify that a loss has occurred.

Vortex Weather Insurance

Our proposed Vortex Weather Insurance policy is generally designed for risks with a \$250,000 or less per occurrence limit of insurance and a negotiated maximum aggregate limit of insurance. Policies are on an agreed amount basis and will be issued to applicants that have an insurable interest. The amount of the insurance will be set at an amount that will indemnify the applicant for some or all of its anticipated loss after taking into account the applicant's potential recovery from any other insurance.

The proposed Vortex Weather Insurance program is a new program for uncontrolled commercial inland marine insurance (i.e. not written according to a manual). As such, data on insureds similar to those expected to be insured by this program is not available. The proposed rating methodology is based on the methodology currently utilized by AIG for their Commerce and Industry Insurance Company and ACE's WeatherBacker program. This information was located in a California filing; however, we believe each competitor utilizes the same program for all states. It should be noted that we modified the competitors' language slightly to clarify the provisions of the insuring agreement, application of limits, definitions, and settlement of losses.

The Declarations clearly indicate that the policy will not be cancelled or renewed. The Vortex Weather Insurance policies will terminate by its terms at a specified expiration date and is not cancellable or renewable. The policies are specifically negotiated and agreed to by the insured to be in effect for the period of time the insured requests. Because the policies are generally short-term policies, sending non-renewal notices would often result in the coverage being extended well past the negotiated period of coverage, and, as with similar short-term event coverages, would be detrimental to this insurance process.

In addition to these forms, ISO forms have been adopted for use with the program by the Company.

Mitsui Sumitomo Insurance USA Inc.
VORTEX WEATHER INSURANCE
FORMS LIST

Form Title	Form Number and Edition Date	Premium Bearing (Y/N)	Restricts (R)/ Broadens (B)/ Clarifies (C)	Mandatory (M) /Optional (O)
Policyholder Disclosure Notice Of Terrorism	IM NOTICE 98	N	C	M
Policy Information Page	MS 0012 09 08	N	C	M
Vortex Weather Insurance Declarations	MS 8028 09 08	Y	C	M
Vortex Weather Insurance Coverage Form	MS 8202 09 08	(Y)	C	M
Vortex Weather Insurance TRIA Disclosure Endorsement	MS 8406 09 08	Y (\$0.0)	C	M
Vortex Weather Insurance Change Endorsement	MS 8603 09 08	Y, could be	C,B,R	O
Vortex Weather Insurance Endorsement - Policy Changes	MS 8604 09 08	Y, could be	C,B,R	O
Vortex Weather Insurance Supplemental Declarations - Additional Weather Definitions	MS 8032 09 08	N	C,B,R	O
Vortex Weather Insurance Supplemental Declarations - Description of Occurrence	MS 8029 09 08	N	C,B,R	O
Vortex Weather Insurance Supplemental Declarations - Primary Reporting Agency and Locations	MS 8030 09 08	N	C,B,R	O
Vortex Weather Insurance Supplemental Declarations - Secondary Reporting Agency and Locations	MS 8031 09 08	N	C,B,R	O
Exclusion - U.S. Economic or Trade Sanctions	MS 0504 10 04	N	C	M
Vortex Weather Insurance Application	MS 8602 09 08	N	C	M
State Specific				
Arkansas Changes	MS 83116 09 08	N	C	M



MSIG

July 31, 2008

Re: Mitsui Sumitomo Insurance Company USA Inc. NAIC# 2978-22551 FEIN# 13-3467153
Commercial Inland Marine
Vortex Weather Insurance

To Whom It May Concern:

Perr & Knight, Inc. is authorized to submit rate, rule and form filings on behalf of Mitsui Sumitomo Insurance Company USA INC. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondence and inquires related to this filing to Perr & Knight, Inc. at the following address:

State Filings Department
Perr & Knight
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230 - 9339
Fax: (310) 230 - 1061

Please contact me at (908) 604 – 2829 with any questions or concerns regarding this authorization.

Regards,

Bernadette DeBlasio
Government Affairs Manager
Phone: 908-604-2829
Fax: 419-730-1836
Email: bdeblasio@msigusa.com

**Mitsui Sumitomo Marine Management (U.S.A.), Inc., for
Mitsui Sumitomo Insurance USA Inc.
Mitsui Sumitomo Insurance Company of America**
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