

SERFF Tracking Number: LDRE-125477456 State: Arkansas
Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: G0708F
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Commercial Inland Marine
Project Name/Number: 2007 Terrorism/G0708F

Filing at a Glance

Company: Great West Casualty Company
Product Name: Commercial Inland Marine
TOI: 09.0 Inland Marine
Sub-TOI: 09.0000 Inland Marine Sub-TOI
Combinations
Filing Type: Form

SERFF Tr Num: LDRE-125477456 State: Arkansas
SERFF Status: Closed State Tr Num: EFT \$50
Co Tr Num: G0708F State Status: Fees verified and
received
Co Status: Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Author: Anne Klappal Disposition Date: 02/28/2008
Date Submitted: 02/19/2008 Disposition Status: Approved
Effective Date Requested (New): 04/01/2008 Effective Date (New): 04/01/2008
Effective Date Requested (Renewal): 04/01/2008 Effective Date (Renewal):
04/01/2008

State Filing Description:

General Information

Project Name: 2007 Terrorism
Project Number: G0708F

Reference Organization:
Reference Title:
Filing Status Changed: 02/28/2008
State Status Changed: 02/28/2008
Corresponding Filing Tracking Number:
Filing Description:

Status of Filing in Domicile: Authorized
Domicile Status Comments: Our home state of
Nebraska is a file & use state for forms.
Reference Number:
Advisory Org. Circular:
Deemer Date:

Great West Casualty Company would like to file with your Department the following forms to become effective April 1, 2008 on both new and renewal policies.

CM 49 10 01 08 Cap On Losses From Certified Acts of Terrorism
CM 49 11 01 08 Exclusion of Certified Acts of Terrorism

<i>SERFF Tracking Number:</i>	<i>LDRE-125477456</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great West Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>G0708F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine</i>		
<i>Project Name/Number:</i>	<i>2007 Terrorism/G0708F</i>		

CM 49 42 01 07 Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)

Form CM 49 10 01 08 Cap On Losses From Certified Acts of Terrorism replaces form GU 50 02 12 02 Cap On Losses From Certified Acts of Terrorism and form CM 49 11 01 08 Exclusion of Certified Acts of Terrorism replaces form GU 50 04 12 02 Excluion of Certified Acts And Other Acts of Terrorism, both approved by your Department to be effective May 1, 2003. Form CM 49 42 01 07 Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) replaces form CM 49 42 05 04 approved by your Department to be effective January 1, 2005.

CM 49 10 01 08 Cap On Losses From Certified Acts of Terrorism follows the changes made to ISO form IL 09 52 01 08 and form CM 49 11 01 08 Exclusion of Certified Acts of Terrorism follows the changes made to ISO form IL 09 53 01 08 both filed under ISO's Filing Designation Number CL-2007-OTRP1. CM 49 42 01 07 Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Insurance Act) follows form IL 09 95 01 07 filed under ISO's Filing Designation Number CL-2006-OTF01.

Please see the attached forms explanation and the mark up copies of the forms.

Company and Contact

Filing Contact Information

Anne Klappal, Reaseach/Compliance Coordinator II 1100 W. 29th Street South Sioux City,, NE 68776	a.klappal@gwccnet.com (402) 494-7345 [Phone] (402) 494-7480[FAX]
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Filing Company Information

Great West Casualty Company 1100 W. 29th Street So. Sioux City, NE 68776 (402) 494-2411 ext. [Phone]	CoCode: 11371 Group Code: 150 Group Name: FEIN Number: 47-6024508 -----	State of Domicile: Nebraska Company Type: P & C State ID Number:
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Filing Fees

Fee Required?	Yes
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<i>SERFF Tracking Number:</i>	<i>LDRE-125477456</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great West Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>G0708F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine</i>		
<i>Project Name/Number:</i>	<i>2007 Terrorism/G0708F</i>		
<i>Fee Amount:</i>	<i>\$50.00</i>		
<i>Retaliatory?</i>	<i>No</i>		
<i>Fee Explanation:</i>	<i>\$50.00 per filing</i>		
<i>Per Company:</i>	<i>No</i>		

SERFF Tracking Number: LDRE-125477456 State: Arkansas
Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: G0708F
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Commercial Inland Marine
Project Name/Number: 2007 Terrorism/G0708F

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great West Casualty Company	\$50.00	02/19/2008	18042924

SERFF Tracking Number: LDRE-125477456 State: Arkansas
Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: G0708F
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Commercial Inland Marine
Project Name/Number: 2007 Terrorism/G0708F

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/28/2008	02/28/2008

SERFF Tracking Number: LDRE-125477456 *State:* Arkansas
Filing Company: Great West Casualty Company *State Tracking Number:* EFT \$50
Company Tracking Number: G0708F
TOI: 09.0 Inland Marine *Sub-TOI:* 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Commercial Inland Marine
Project Name/Number: 2007 Terrorism/G0708F

Disposition

Disposition Date: 02/28/2008
Effective Date (New): 04/01/2008
Effective Date (Renewal): 04/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LDRE-125477456 State: Arkansas
 Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
 Company Tracking Number: G0708F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
 Product Name: Commercial Inland Marine
 Project Name/Number: 2007 Terrorism/G0708F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Mark Up Copies of form	Approved	Yes
Form	Cap On Losses From Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	Approved	Yes

SERFF Tracking Number: LDRE-125477456 State: Arkansas
 Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
 Company Tracking Number: G0708F
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
 Product Name: Commercial Inland Marine
 Project Name/Number: 2007 Terrorism/G0708F

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Cap On Losses From Certified Acts of Terrorism	CM 49 10	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GU 50 02 12 02 Previous Filing #:		CM 49 10 01 08 Cap On Losses From Certified Acts of Terrorism.pdf
Approved	Exclusion of Certified Acts of Terrorism	CM 49 11	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GU 50 04 12 02 Previous Filing #:		CM 49 11 01 08 Exclusion of Certified Acts of Terrorism.pdf
Approved	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	CM 49 42	01 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CM 49 42 05 04 Previous Filing #:		CM 49 42 01 07 Conditional Exclusion of Terrorism _Relating to Disposition of Federal Terrorism Risk Insurance Act_.pdf

POLICY NUMBER:

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:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART - CARGO COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number >>>
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

A. Cap On Certified Terrorism Losses

"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.

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.

B. Application Of 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 or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

- C. Any deductible or "retained amount" in this Coverage Part or Policy shall not apply to any "loss" caused by a "certified act of terrorism".

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART - CARGO COVERAGE FORM

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s):

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. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for "loss" or damage caused directly or indirectly by a "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".

C. **Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph B. above applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, 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".

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.

D. 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 or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART – CARGO COVERAGE

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

The **Exception Covering Certain Fire Losses** (Paragraph D.) applies to property located in the following state(s):

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. APPLICABILITY OF THE PROVISIONS OF THIS ENDORSEMENT

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

b. A renewal, extension or replacement of the "Program" has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the "Program" for terrorism losses. (That deductible determines the amount of all

certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
 - 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

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

- 1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:
 - a. 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
 - b. 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.

- C. The following exclusion is added:

EXCLUSION OF TERRORISM

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. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1. 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
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5. 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.

With respect to this item C.5., the immediately preceding paragraph 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 Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

D. EXCEPTION COVERING CERTAIN FIRE LOSSES

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property.

E. APPLICATION OF OTHER EXCLUSIONS

1. When the Exclusion of Terrorism applies in accordance with the terms of C.1. or C.2. above, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. 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 or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

<i>SERFF Tracking Number:</i>	<i>LDRE-125477456</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great West Casualty Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>G0708F</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0000 Inland Marine Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Commercial Inland Marine</i>		
<i>Project Name/Number:</i>	<i>2007 Terrorism/G0708F</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LDRE-125477456 State: Arkansas
Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: G0708F
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Commercial Inland Marine
Project Name/Number: 2007 Terrorism/G0708F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 02/28/2008

Comments:

I have used the NAIC Terrorism Expedited form instead of the NAIC transmittal form. Please let me know if this is not correct.

Attachment:

Expedited Form.pdf

Satisfied -Name: Mark Up Copies of form **Review Status:** Approved 02/28/2008

Comments:

I have attached mark up copies of the forms showing the changes that were made. I have also attached a forms listing and forms explanation.

Attachments:

CM 49 10 01 08 Mark Up Copy.pdf
CM 49 11 01 08 Mark Up Copy GU 50 04.pdf
CM 49 42 01 07 Mark Up Copy.pdf
Forms List.pdf
Side-by-side Explanation.pdf

**EXPEDITED FILING TRANSMITTAL DOCUMENT
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

This page applies to the following state(s) Arkansas

Indicate Type of Filing	Department Use only
<input type="checkbox"/> Filing Related to <i>Certified Losses</i> <input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i> <input checked="" type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses	

Company Name(s)	Domicile	NAIC #	FEIN #
Great West Casualty Company	Nebraska	0150-11371	47-6024508

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Mark Galvin, Forms Attorney P. O. Box 277 South Sioux City NE 68776	1-800-228-8602 Ext. 7731	1-402-494-7480	m.galvin@gwccnet.com

Filing Information

Line of Insurance (see attachment)	09.0 - Inland Marine
Company Program Title (Marketing title) (if applicable)	Commercial Inland Marine
Filing Type **see note below	Endorsement
This application is used with:	CM4954, CM4956, IM1002, IM1003, IM5000 or IM6000
Effective Date(s) Requested	April 1, 2008
Filing Date	February 19, 2008
Company Tracking Number	G0708F
Date filing approved in domiciliary state, if applicable	Our home state of Nebraska is a use & file state, April 1, 2008

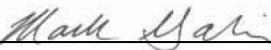
	Component/Form Name <u>Description/Synopsis</u>	Form # or Rate Page Include edition date	Replacement Or withdrawn?	If replacement, give form # or rate page(s) it replaces	Previous State Filing Number, if required by state
01	Cap on Losses From Certified Acts of Terrorism	CM 49 10 01 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	GU 50 02 12 02	
02	Exclusion of Certified Acts of Terrorism	CM 49 11 01 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	GU 50 04 12 02	
03	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	CM 49 42 01 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CM 49 42 05 04	
04			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
05			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

To be complete, a filing must include the following:

- A completed Expedited Filing Transmittal Document for each insurer or advisory organization.
- One copy of each endorsement, disclosure form or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf.
- A copy of the rates, rating systems and supporting documentation.
- The appropriate filing fees, if required
- A postage-paid, self-addressed envelope **large enough to accommodate the return.**

The insurer(s) submitting this filing certifies that it:

- Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and the laws of this state; and
- Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

	Mark Galvin	Forms Attorney
Signature	Print Name	Title

POLICY NUMBER:

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:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART - CARGO COVERAGE FORM
~~SPECIAL MULTI-LINE COVERAGE FORM~~

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

A. Cap On Certified Terrorism Losses

"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 ~~of 2002~~. The criteria contained in ~~that~~ [the Terrorism Risk Insurance Act](#) for a "certified act of terrorism" include the following:

1. The act resulted in ~~aggregate 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 ~~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.

~~With respect to any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act of 2002, 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.~~

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.

B. Application Of 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 or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

- C. Any deductible or "retained amount" in this Coverage Part or Policy shall not apply to any "loss" caused by a "certified act of terrorism".

POLICY NUMBER:

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:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART - CARGO COVERAGE FORM
~~SPECIAL MULTI-LINE COVERAGE FORM~~

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

[The Exception Covering Certain Fire Losses \(Paragraph C\) applies to property located in the following state\(s\):](#)

A. The following definitions ~~are~~ is 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 ~~of 2002~~. The criteria contained in ~~that~~ the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

~~1.a.~~ The act resulted in ~~aggregate 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.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 ~~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.

~~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 a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002.~~

B. The following exclusion is added:

~~Exclusion of Certified Acts and Other Acts Of Terrorism~~

CERTIFIED ACTS OF TERRORISM EXCLUSION

We will not pay for "loss" 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; or~~
- ~~2. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials; or~~
- ~~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.~~

~~With respect to this item B.3. above, the immediately preceding paragraph describes 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 or Special Multi-Line Coverage Form.~~

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph B. above applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, 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".

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 Treasurer.

D.G. 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 or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT ~~OF 2002~~)

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
[COMMERCIAL INLAND MARINE COVERAGE PART – CARGO COVERAGE](#)

The provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

[The Exception Covering Certain Fire Losses \(Paragraph D.\) applies to property located in the following state\(s\):](#)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. APPLICABILITY OF THE PROVISIONS OF THIS ENDORSEMENT

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs: But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act ~~of 2002~~, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

b. A renewal, extension or ~~continuation~~ replacement of the "Program" has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the "Program" for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must

pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

~~The "Program" is scheduled to terminate at the end of December 31, 2005 unless renewed, extended or otherwise continued by the federal government.~~

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" ~~and/or "other acts of terrorism"~~, but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "~~other acts of terrorism~~"; will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks:

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

1. That involve the following or preparation for the following:

- a. Use or threat of force or violence; or
- b. Commission or threat of a dangerous act; or
- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

2. When one or both of the following applies:

- a. 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
- b. 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.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

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. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. 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
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. 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.

With respect to this item C.5., the immediately preceding paragraph 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 Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Coverage Part or Policy.

D. EXCEPTION COVERING CERTAIN FIRE LOSSES

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement

If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all

applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property.

E.D. APPLICATION OF OTHER EXCLUSIONS

1. When the Exclusion of Terrorism applies in accordance with the terms of C.1. or C.2. above, such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
2. 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 or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

**COMMERCIAL LINES POLICY
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART – CARGO COVERAGE**

(Forms are listed in order of presentation. The side-by-side explanations are attached to the filing)

CM 49 10 01 08 Cap On Losses From Certified Acts of Terrorism

(replaces GU 50 02 12 02 Cap On Losses From Certified Acts of Terrorism)

CM 49 11 01 08 Exclusion of Certified Acts of Terrorism

(replaces GU 50 04 12 02 Exclusion of Certified Acts And Other Acts of Terrorism)

CM 49 42 01 07 Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act) replaces CM 49 42 05 04 Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act of 2002)

**GREAT WEST CASUALTY COMPANY
1100 W. 29TH STREET
SOUTH SIOUX CITY, NEBRASKA 68776**

**COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART – CARGO COVERAGE**

CM 49 10 01 08

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

GWCC Form

We have revised our form following the changes to ISO form IL0952 under ISO Filing Designation Number CL-2007-OTRP1.

This form replaces form GU 50 02 12 02 Cap on Losses From Certified Acts of Terrorism approved by your Department effective May 1, 2003.

ISO FORM

IL 09 52 01 08 – Cap on Losses From Certified Acts of Terrorism

CM 49 11 01 08

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

GWCC Form

We have revised our form following the changes to ISO form IL0953 under ISO Filing Designation Number CL-2007-OTRP1.

This form replaces form GU 50 04 12 02 Exclusion of Certified Acts and Other Acts of Terrorism approved by your Department to be effective May 1, 2003.

ISO FORM

IL 09 53 01 08 – Exclusion of Certified Acts of Terrorism

CM 49 42 01 07

**CONDITIONAL EXCLUSION OF TERRORISM
(RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)**

GWCC Form

We have revised our form following the changes to ISO form IL0995 under ISO Filing Designation Number CL-2006-OTF01.

This form replaces CM 49 42 05 04 Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act of 2002) approved by your Department to be effective January 1, 2005.

ISO FORM

ISO form IL 09 95 01 07 – Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act).