

SERFF Tracking Number: WESA-125479793 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #1955 \$50  
Company Tracking Number: ARCH-08-039  
TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft  
Product Name: Aviation Products (Hull and Non-Owned)  
Project Name/Number: Submission of updated terrorism forms in response to reauthorization of TRIA/ARCH-08-039

## Filing at a Glance

Company: Arch Insurance Company  
Product Name: Aviation Products (Hull and Non-Owned) SERFF Tr Num: WESA-125479793 State: Arkansas  
TOI: 22.0 Aircraft SERFF Status: Closed State Tr Num: #1955 \$50  
Sub-TOI: 22.0000 Aircraft Co Tr Num: ARCH-08-039 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
Disposition Date: 02/22/2008  
Authors: Westmont Associates, Wesley Pohler  
Date Submitted: 02/10/2008 Disposition Status: Approved  
Effective Date Requested (New): 12/26/2007 Effective Date (New): 01/01/2008  
Effective Date Requested (Renewal): 12/26/2007 Effective Date (Renewal): 01/01/2008

State Filing Description:

## General Information

Project Name: Submission of updated terrorism forms in response to reauthorization of TRIA Status of Filing in Domicile: Pending  
Project Number: ARCH-08-039 Domicile Status Comments: Pending in MO  
Reference Organization: None Reference Number: None  
Reference Title: None Advisory Org. Circular: None  
Filing Status Changed: 02/22/2008  
State Status Changed: 02/15/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
Enclosed please find attached the Company's Aviation Products Terrorism Risk Insurance Program Reauthorization Act Endorsement submission. A letter permitting Westmont Associates, Inc. to submit this filing on Arch's behalf is enclosed.

SERFF Tracking Number: WESA-125479793 State: Arkansas  
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On December 26, 2007, the Federal Government reauthorized and extended the Terrorism Risk Insurance Program. In response to this action, the Company is filing the following attached forms:

- Certified Act of Terrorism Exclusion Endorsement - 00 CAA0048 00 01 08
- Exclusion of Terrorism Other Than a Certified Act of Terrorism Endorsement - 00 CAA0077 00 01 08
- Certified Act of Terrorism Exclusion - 00 NOA0004 00 01 08
- Exclusion of Terrorism Other Than a Certified Act of Terrorism - 00 NOA0007 00 01 08
- Terrorism Coverage Disclosure Notice - 00 MLT0031 00 01 08

Your acknowledgement of this submission is respectfully requested. If you have any questions or concerns regarding the filing, please do not hesitate to contact me. Thank you for your attention to this matter.

## Company and Contact

### Filing Contact Information

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

Wesley Pohler, AVP wes@westmontlaw.com  
25 Chestnut Street (856) 216-0220 [Phone]  
Haddonfield, NJ 08033 (856) 216-0303[FAX]

### Filing Company Information

Arch Insurance Company CoCode: 11150 State of Domicile: Missouri  
300 First Stamford Place Group Code: 1279 Company Type: Property and  
Casualty

5th Floor East  
Stamford, CT 06902 Group Name: State ID Number:  
(203) 388-3220 ext. [Phone] FEIN Number: 43-0990710  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$200.00  
Retaliatory? No  
Fee Explanation: Alabama filing fee

*SERFF Tracking Number:* WESA-125479793                      *State:* Arkansas  
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*Per Company:* No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Arch Insurance Company	\$0.00	02/10/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
1954	\$200.00	02/08/2008

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/22/2008	02/22/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Check Information	Note To Reviewer	Westmont Associates	02/11/2008	02/11/2008

*SERFF Tracking Number:* WESA-125479793      *State:* Arkansas  
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## **Disposition**

Disposition Date: 02/22/2008

Effective Date (New): 01/01/2008

Effective Date (Renewal): 01/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125479793 State: Arkansas  
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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Letter of Authorization	Approved	Yes
<b>Supporting Document</b>	Cover Letter	Approved	Yes
<b>Supporting Document</b>	Side by Side Comparisons	Approved	Yes
<b>Supporting Document</b>	Expedited Transmittal	Approved	Yes
<b>Form</b>	Certified Act of Terrorism Exclusion Endorsement	Approved	Yes
<b>Form</b>	Exclusion of Terrorism Other Than a Certified Act of Terrorism	Approved	Yes
<b>Form</b>	Certified Act of Terrorism Exclusion	Approved	Yes
<b>Form</b>	Exclusion of Terrorism Other Than a Certified Act of Terrorism	Approved	Yes
<b>Form</b>	Terrorism Disclosure Notice	Approved	Yes

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**Note To Reviewer**

**Created By:**

Westmont Associates on 02/11/2008 08:21 AM

**Subject:**

Check Information

**Comments:**

My apologies - the check should be for \$50. It's check number 1955. Thanks,

Wes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Certified Act of Terrorism Exclusion Endorsement	00 CAA0048	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 CAA0048 00 11 06 Previous Filing #:		00CAA0048 000108.pdf
Approved	Exclusion of Terrorism Other Than a Certified Act of Terrorism	00 CAA0077	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 CAA0077 00 11 06 Previous Filing #:		00CAA0077 000108.pdf
Approved	Certified Act of Terrorism Exclusion	00 NOA0004	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 NOA0004 00 04 06 Previous Filing #:		00NOA0004 000108.pdf
Approved	Exclusion of Terrorism Other Than a Certified Act of Terrorism	00 NOA0007	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 00 NOA0007 00 04 06 Previous Filing #:		00NOA0007 000108.pdf
Approved	Terrorism Disclosure Notice	00 MLT0031	01 08	Disclosure/ New Notice		0.00	00MLT0031 000108.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CERTIFIED ACT OF TERRORISM EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under this policy.

**AIRCRAFT HULL AND LIABILITY POLICY**

It is agreed that this Policy is amended as follows:

- A.** The following definition is added and applies under this endorsement whenever the phrase certified act of terrorism is bold typeface:

**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 and any amendments thereto. The criteria contained in the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto for a "**Certified Act of Terrorism**" include the following:

- a.** The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto; and
- b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; 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:

**EXCLUSION OF CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from a **Certified Act of Terrorism**, including action in hindering or defending against an actual or expected incident of **Certified Act of Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF TERRORISM  
OTHER THAN A CERTIFIED ACT OF TERRORISM ENDORSEMENT**

This endorsement modifies insurance provided under this policy.

**AIRCRAFT HULL AND LIABILITY POLICY**

It is agreed that this Policy is amended as follows:

**A.** The following definition is added and applies under this endorsement whenever the term terrorism or the phrase certified act of terrorism are in bold typeface:

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

**a.** that involve the following or preparation for the following:

**(1)** use or threat of force or violence; or

**(2)** commission or threat of a dangerous act; or

**(3)** commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

**b.** When:

**(1)** the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or

**(2)** it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

**Terrorism also includes a Certified Act of Terrorism.**

**2. 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 and any amendment(s) thereto.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

This exclusion does not apply to:

1. **Certified Act of Terrorism**; or
2. **Terrorism** that has not been certified solely due to the fact the event did not meet the threshold of \$5,000,000 as provided in the definition of "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto and would otherwise meet the requirements in the definition of "act of terrorism".

But, this exclusion also applies when one or more of the following are attributed to an incident of **Terrorism**, including a **Certified Act of Terrorism** and **Terrorism** that did not meet the \$5,000,000 threshold as described in the above paragraph:

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** involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any loss, damage or injury that is otherwise excluded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CERTIFIED ACT OF TERRORISM EXCLUSION**

This endorsement modifies insurance provided under this policy.

**NON-OWNED AIRCRAFT POLICY**

- A. The following definition is added and applies under this endorsement whenever the phrase certified act of terrorism is bold typeface:

**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 and any amendments thereto. The criteria contained in the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto for a "**Certified Act of Terrorism**" include the following:

- a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; 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:

**EXCLUSION OF CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from a **Certified Act of Terrorism**, including action in hindering or defending against an actual or expected incident of **Certified Act of Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF TERRORISM  
OTHER THAN A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under this policy.

**NON-OWNED AIRCRAFT POLICY**

A. The following definition is added and applies under this endorsement whenever the term terrorism or the phrase certified act of terrorism are in bold typeface:

1. **Terrorism** means activities against persons, organizations or property of any nature:
  - a. that involve the following or preparation for the following:
    - (1) use or threat of force or violence; or
    - (2) commission or threat of a dangerous act; or
    - (3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When:
    - (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
    - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

**Terrorism** also includes a **Certified Act of Terrorism**.

2. **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 and any amendment(s) thereto.

B. The following exclusion is added:

**EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

This exclusion does not apply to:

1. **Certified Act of Terrorism**; or
2. **Terrorism** that has not been certified solely due to the fact the event did not meet the threshold of \$5,000,000 as provided in the definition of "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto and would otherwise meet the requirements in the definition of "act of terrorism".

But, this exclusion also applies when one or more of the following are attributed to an incident of **Terrorism**, including a **Certified Act of Terrorism** and **Terrorism** that did not meet the \$5,000,000 threshold as described in the above paragraph:

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 involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The Terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the Terrorism was to release such materials.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any loss, damage or injury that is otherwise excluded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

# TERRORISM COVERAGE DISCLOSURE NOTICE

## TERRORISM COVERAGE PROVIDED UNDER THIS POLICY

The Terrorism Risk Insurance Act of 2002 and amendments thereto (collectively referred to as the "Act") established a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. An act of terrorism is defined as any act 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; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and 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.

In accordance with the Act we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. **This offer does not include coverage for incidents of nuclear, biological, chemical, or radiological terrorism which will be excluded from your policy.** Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.

If your policy provides commercial property coverage, in certain states, statutes or regulations may require coverage for fire following an act of terrorism. In those states, 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. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to Legal Liability coverage forms or Leasehold Interest coverage forms.

**Your premium will include the additional premium for terrorism as stated in the section of this Notice titled DISCLOSURE OF PREMIUM.**

### DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. **The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer deductible during Program Year 2008 and each Program Year thereafter through 2014.**

### DISCLOSURE OF CAP ON ANNUAL LIABILITY

If the aggregate insured terrorism losses of all insurers exceed \$100,000,000,000 during any Program Year provided in the Act, the Secretary of the Treasury shall not make any payments for any portion of the amount of such losses that exceed \$100,000,000,000, and if we have met our insurer deductible, we shall not be liable for the payment of any portion of such losses that exceeds \$100,000,000,000.

### DISCLOSURE OF PREMIUM

Your premium for terrorism coverage is:

(This charge/amount is applied to obtain the final premium.)

**You may choose to reject the offer by signing the statement below and returning it to us. Your policy will be changed to exclude the described coverage.** If you chose to accept this offer, this form does not have to be returned.

### REJECTION STATEMENT

I hereby decline to purchase coverage for certified acts of terrorism. I understand that an exclusion of certain terrorism losses will be made part of this policy.

\_\_\_\_\_  
Policyholder/Legal Representative/Applicant's  
Signature

\_\_\_\_\_  
Named Insured

\_\_\_\_\_  
Print Name of Policyholder/Legal  
Representative /Applicant

\_\_\_\_\_  
Insurance Company

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Policy Number:



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## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 02/22/2008

**Comments:**

Attached is the transmittal form.

**Attachment:**

AR Trans.pdf

**Satisfied -Name:** Letter of Authorization **Review Status:** Approved 02/22/2008

**Comments:**

Attached is the letter of authorization

**Attachment:**

2008 Use this Letter.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Approved 02/22/2008

**Comments:**

Attached is our cover letter.

**Attachment:**

Cover Letter.pdf

**Satisfied -Name:** Side by Side Comparisons **Review Status:** Approved 02/22/2008

**Comments:**

Attached are the side by side comparisons.

**Attachment:**

All Side by Sides.pdf

**Satisfied -Name:** Expedited Transmittal **Review Status:** Approved 02/22/2008

**Comments:**

Attached is the expedited transmittal form.

*SERFF Tracking Number:* WESA-125479793      *State:* Arkansas  
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**Attachment:**

Expedited Transmittal Form CW.pdf



## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:  
Amount:

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

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

PC TD-1 pg 2 of 2

## 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5. Overall Rate Information (Complete for Multiple Company Filings only)</b>			
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

www.archinsurance.com



One Liberty Plaza  
53rd Floor  
New York, NY 10006

T 212.651.6500  
F 212.651.6499

January 1, 2008

Arch Insurance Company  
NAIC: #11150  
Letter of Authorization  
Filing of Forms, Rates and Rules

Dear Sir or Madame:

In accordance with the applicable statutes and regulations in your state, Wesley Pohler and Westmont Associates are hereby authorized to file form, rate and rate filings on behalf of Arch Insurance Company.

Very truly yours,

Carol Kennedy  
Vice President & Director of Compliance



**WESTMONT  
ASSOCIATES, INC.**

February 10, 2008

Commissioner of Insurance  
Department of Insurance  
Property and Casualty Division  
Form Review Section

**RE: Arch Insurance Company /NAIC# 11150/ FEIN# 43-0990710  
Non-Owned Aircraft Program/Aircraft Hull & Liability Program (Aviation Products)  
Terrorism Risk Insurance Program Reauthorization Act Endorsement Submission  
EXPEDITED FILING  
Effective Date: December 26, 2007  
Filing Number: ARCH-08-039**

To Whom It May Concern:

Enclosed please find attached the Company's Aviation Products Terrorism Risk Insurance Program Reauthorization Act Endorsement submission. A letter permitting Westmont Associates, Inc. to submit this filing on Arch's behalf is enclosed.

On December 26, 2007, the Federal Government reauthorized and extended the Terrorism Risk Insurance Program. In response to this action, the Company is filing the following attached forms:

- Certified Act of Terrorism Exclusion Endorsement - 00 CAA0048 00 01 08
- Exclusion of Terrorism Other Than a Certified Act of Terrorism Endorsement - 00 CAA0077 00 01 08
- Certified Act of Terrorism Exclusion - 00 NOA0004 00 01 08
- Exclusion of Terrorism Other Than a Certified Act of Terrorism - 00 NOA0007 00 01 08
- Terrorism Coverage Disclosure Notice - 00 MLT0031 00 01 08

Your acknowledgement of this submission is respectfully requested. If you have any questions or concerns regarding the filing, please do not hesitate to contact me. Thank you for your attention to this matter.

Respectfully submitted,

***Wesley Pohler***

Assistant Vice-President  
wes@westmontlaw.com

Enclosures

cc: N. Stepanski – Westmont  
C. Kennedy – Arch

# Text Comparison

## Documents Compared

NonOwned Aircraft Exclusion of TRIA - 00 NOA0004 00 04 06.pdf

00NOA0004000108.pdf

## Summary

126 word(s) added

74 word(s) deleted

256 word(s) matched

5 block(s) matched

To see where the changes are, please scroll down.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT ~~CAREFULLY~~**

**CERTIFIED ACT OF TERRORISM EXCLUSION**

This endorsement modifies insurance provided under this policy.

**NON-OWNED AIRCRAFT POLICY**

- A. The following definition is added and applies under this endorsement whenever the phrase certified act of terrorism is bold typeface:

**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 ~~or any amendments thereto. The federal Terrorism Risk Insurance Act of 2002 or any amendments thereto sets forth the following criteria for a Certified Act of Terrorism:~~

- a. ~~The act resulted in aggregate losses in excess of \$5 million; and~~
- b. The act is a violent act or an act that is dangerous to human life, property ~~or infrastructure~~ and is committed by an individual or individuals ~~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.

- B. The following exclusion is added:

**EXCLUSION OF CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from a **Certified Act of Terrorism**, including action in hindering or defending against an actual or expected incident of **Certified Act of Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

~~Endorsement Effective Date: local Standard Time at the first Named Insured's address.~~

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CERTIFIED ACT OF TERRORISM EXCLUSION**

This endorsement modifies insurance provided under this policy.

**NON-OWNED AIRCRAFT POLICY**

- A. The following definition is added and applies under this endorsement whenever the phrase certified act of terrorism is bold typeface:

**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 and any amendments thereto. The criteria contained in the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto for a "Certified Act of Terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; 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:

**EXCLUSION OF CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from a **Certified Act of Terrorism**, including action in hindering or defending against an actual or expected incident of **Certified Act of Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

# Text Comparison

## Documents Compared

Cert Act of Terrorism - 00CAA0048001106.pdf

00CAA0048000108.pdf

## Summary

116 word(s) added

57 word(s) deleted

278 word(s) matched

5 block(s) matched

To see where the changes are, please scroll down.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CERTIFIED ACT OF TERRORISM EXCLUSION ENDORSEMENT**

It is agreed that this Policy is amended as follows:

- A. The following definition is added and applies under this endorsement whenever the phrase certified act of terrorism is bold typeface:

**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 ~~or any amendments thereto. The federal Terrorism Risk Insurance Act of 2002 or any amendments thereto sets forth the following criteria for a Certified Act of Terrorism:~~

- ~~a. The act resulted in aggregate losses in excess of \$5 million; and~~
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals ~~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.

- B. The following exclusion is added:

**EXCLUSION OF CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from a **Certified Act of Terrorism**, including action in hindering or defending against an actual or expected incident of **Certified Act of Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CERTIFIED ACT OF TERRORISM EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under this policy.

**AIRCRAFT HULL AND LIABILITY POLICY**

It is agreed that this Policy is amended as follows:

- A. The following definition is added and applies under this endorsement whenever the phrase certified act of terrorism is bold typeface:

**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 and any amendments thereto. The criteria contained in the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto for a "Certified Act of Terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5,000,000 in the aggregate, attributable to all types of insurance subject to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; 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:

**EXCLUSION OF CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from a **Certified Act of Terrorism**, including action in hindering or defending against an actual or expected incident of **Certified Act of Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

# Text Comparison

## Documents Compared

NonOwned Aircraft Terrorism Other than TRIA - 00 NOA0007 00 04 06.pdf

00NOA0007000108.pdf

## Summary

134 word(s) added

43 word(s) deleted

543 word(s) matched

6 block(s) matched

To see where the changes are, please scroll down.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT ~~CAREFULLY~~**

**EXCLUSION OF TERRORISM  
OTHER THAN A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under this policy.

**NON-OWNED AIRCRAFT POLICY**

A. The following definition is added and applies under this endorsement whenever the term terrorism or the phrase certified act of terrorism are in bold typeface:

1. **Terrorism** means activities against persons, organizations or property of any nature:
  - a. that involve the following or preparation for the following:
    - (1) use or threat of force or violence; or
    - (2) commission or threat of a dangerous act; or
    - (3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When:
    - (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
    - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
2. **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 and any amendment(s) thereto.

B. The following exclusion is added:

**EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

~~This exclusion does not apply to a **Certified Act of Terrorism**.~~

But, this exclusion also applies when one or more of the following are attributed to an incident of **Terrorism**, including a **Certified Act 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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF TERRORISM  
OTHER THAN A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under this policy.

**NON-OWNED AIRCRAFT POLICY**

A. The following definition is added and applies under this endorsement whenever the term terrorism or the phrase certified act of terrorism are in bold typeface:

1. **Terrorism** means activities against persons, organizations or property of any nature:
  - a. that involve the following or preparation for the following:
    - (1) use or threat of force or violence; or
    - (2) commission or threat of a dangerous act; or
    - (3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When:
    - (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
    - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

**Terrorism** also includes a **Certified Act of Terrorism**

2. **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 and any amendment(s) thereto.

B. The following exclusion is added:

**EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

2. Radioactive material is released, and it appears that one purpose of the **Terrorism** was to release such material; or
3. The **Terrorism** involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any loss, damage or injury that is otherwise excluded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

~~Endorsement Effective Date:~~      ~~local Standard Time at the first Named Insured's address:~~

This exclusion does not apply to:

- 1. Certified Act of Terrorism:** or
- 2. Terrorism** that has not been certified solely due to the fact the event did not meet the threshold of \$5,000,000 as provided in the definition of "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto and would otherwise meet the requirements in the definition of "act of terrorism".

But, this exclusion also applies when one or more of the following are attributed to an incident of **Terrorism**, including a **Certified Act of Terrorism and Terrorism that did not meet the \$5,000,000 threshold as described in the above paragraph:**

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 involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The Terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the Terrorism was to release such materials.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any loss, damage or injury that is otherwise excluded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

# Text Comparison

## Documents Compared

Terrorism Exc Other than TRIA 00CAA0077001106.pdf

00CAA0077000108.pdf

## Summary

127 word(s) added

29 word(s) deleted

562 word(s) matched

8 block(s) matched

To see where the changes are, please scroll down.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF TERRORISM  
OTHER THAN A CERTIFIED ACT OF TERRORISM ENDORSEMENT**

It is agreed that this Policy is amended as follows:

**A.** The following definition is added and applies under this endorsement whenever the term terrorism or the phrase certified act of terrorism are in bold typeface:

- 1. Terrorism** means activities against persons, organizations or property of any nature:
  - a.** that involve the following or preparation for the following:
    - (1)** use or threat of force or violence; or
    - (2)** commission or threat of a dangerous act; or
    - (3)** commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b.** When:
    - (1)** the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
    - (2)** it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
- 2. 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 and any amendment(s) thereto.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

~~This exclusion does not apply to a **Certified Act of Terrorism**.~~

But, this exclusion also applies when one or more of the following are attributed to an incident of **Terrorism**, including a **Certified Act 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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF TERRORISM  
OTHER THAN A CERTIFIED ACT OF TERRORISM ENDORSEMENT**

This endorsement modifies insurance provided under this policy.

**AIRCRAFT HULL AND LIABILITY POLICY**

It is agreed that this Policy is amended as follows:

A. The following definition is added and applies under this endorsement whenever the term terrorism or the phrase certified act of terrorism are in bold typeface:

1. **Terrorism** means activities against persons, organizations or property of any nature:
  - a. that involve the following or preparation for the following:
    - (1) use or threat of force or violence; or
    - (2) commission or threat of a dangerous act; or
    - (3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When:
    - (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
    - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

**Terrorism also includes a Certified Act of Terrorism.**

2. **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 and any amendment(s) thereto.

B. The following exclusion is added:

**EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM**

This insurance does not apply to any loss, damage, **Bodily Injury** or **Property Damage** that, in any way, in whole or in part, arises out of, relates to or results from **Terrorism**, including action in hindering or defending against an actual or expected incident of **Terrorism**. Any loss, damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to loss, damage or injury.

3. The **Terrorism** involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials.

In the event of any incident of **Terrorism** that is not subject to this ~~exclusion~~, coverage does not apply to any loss, damage or injury that is otherwise excluded under this ~~Policy~~.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

This exclusion does not apply to:

- 1. Certified Act of Terrorism: or**
- 2. Terrorism that has not been certified solely due to the fact the event did not meet the threshold of \$5,000,000 as provided in the definition of "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto and would otherwise meet the requirements in the definition of "act of terrorism".**

But, this exclusion also applies when one or more of the following are attributed to an incident of **Terrorism**, including a **Certified Act of Terrorism and Terrorism that did not meet the \$5,000,000 threshold as described in the above paragraph:**

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** involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The **Terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **Terrorism** was to release such materials.

In the event of any incident of **Terrorism** that is not subject to this Exclusion, coverage does not apply to any loss, damage or injury that is otherwise excluded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

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

This page applies to the following state(s) See attached

Indicate Type of Filing
<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

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Arch Insurance Company	MO	11150	43-0990710

**Contact Info for Filer**

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Westmont Associates, Inc 25 Chestnut Street Suite 105 Haddonfield, NJ 08033	(856) 216-0220	(856) 216-0303	wes@westmontlaw.com

**Filing information**

<b>Line of Insurance</b> (see attachment)	22.000 Aircraft
<b>Company Program Title</b> (Marketing title) (if applicable)	Aviation Products (Terrorism Form Filing)
<b>Filing Type</b> ** see note below	Replacement of current forms; filing of new disclosure
<b>This application is used with:</b>	Hull and Liability Product/Non-Owned Aircraft Product
<b>Effective Date Requested</b>	12/26/07
<b>Filing date</b>	2/10/08
<b>Company Tracking Number</b>	ARCH-08-039
<b>Date filing approved in domiciliary state, if applicable</b>	Pending in Missouri

	<u>Component/Form Name /Description/Synopsis</u>	<u>Form # or Rate Page Include edition date</u>	<u>Replacement Or withdrawn?</u>	<u>If replacement, give form # or rate page(s) it replaces</u>	<u>Previous State Filing Number, if required by state</u>
01	See attached forms tab		<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
02	See attached forms tab		<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

To be complete, a form 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.

**Wesley Pohler**

Signature

Wesley Pohler

Print Name:

AVP

Title: