

<i>SERFF Tracking Number:</i>	<i>CHUB-125507151</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Federal Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#369097 \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2-F</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>APEX TRIPRA</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Filing at a Glance

Companies: Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company

Product Name: APEX TRIPRA	SERFF Tr Num: CHUB-125507151	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: #369097 \$50
Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations	Co Tr Num: 08-CIM-2-F	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Elaine French, Debra Rodgers, Patricia Dattel	Disposition Date: 03/07/2008
	Date Submitted: 02/29/2008	Disposition Status: Approved
Effective Date Requested (New): On Approval		Effective Date (New): 12/26/2007
Effective Date Requested (Renewal): On Approval		Effective Date (Renewal): 12/26/2007

State Filing Description:

## General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number:	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 03/07/2008	
State Status Changed: 03/07/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

The purpose of this filing is to submit our terrorism forms for the line indicated in the caption above. This information is being filed in accordance with the provisions of the Federal Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA). Also enclosed to assist you in your review is an Explanatory Memorandum. Please note that the Important Notice to Policyholder is included for informational purposes only.

<i>SERFF Tracking Number:</i>	<i>CHUB-125507151</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Federal Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#369097 \$50</i>
<i>Company Tracking Number:</i>	<i>08-CIM-2-F</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>APEX TRIPRA</i>		
<i>Project Name/Number:</i>	<i>/</i>		

In accordance with the provisions of TRIPRA, these forms are effective December 26, 2007.

## Company and Contact

### Filing Contact Information

Jane Gutman, Unit Manager	jgutman@chubb.com
202 Hall's Mill Road	(908) 572-4422 [Phone]
Whitehouse Station, NJ 08889-1650	(908) 572-4820[FAX]

### Filing Company Information

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 13-1963496	
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Great Northern Insurance Company	CoCode: 20303	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 41-0729473	
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Pacific Indemnity Company	CoCode: 20346	State of Domicile: Wisconsin
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 95-1078160	
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Vigilant Insurance Company	CoCode: 20397	State of Domicile: New York
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 13-1963495	
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SERFF Tracking Number: CHUB-125507151 State: Arkansas  
 First Filing Company: Federal Insurance Company, ... State Tracking Number: #369097 \$50  
 Company Tracking Number: 08-CIM-2-F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations  
 Product Name: APEX TRIPRA  
 Project Name/Number: /

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$0.00	02/29/2008	
Great Northern Insurance Company	\$0.00	02/29/2008	
Pacific Indemnity Company	\$0.00	02/29/2008	
Vigilant Insurance Company	\$0.00	02/29/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
00369097	\$50.00	02/29/2008

SERFF Tracking Number: CHUB-125507151 State: Arkansas  
 First Filing Company: Federal Insurance Company, ... State Tracking Number: #369097 \$50  
 Company Tracking Number: 08-CIM-2-F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations  
 Product Name: APEX TRIPRA  
 Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/07/2008	03/07/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Effective Date	Note To Reviewer	Debra Rodgers	03/07/2008	03/07/2008

SERFF Tracking Number: CHUB-125507151 State: Arkansas  
First Filing Company: Federal Insurance Company, ... State Tracking Number: #369097 \$50  
Company Tracking Number: 08-CIM-2-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations  
Product Name: APEX TRIPRA  
Project Name/Number: /

## Disposition

Disposition Date: 03/07/2008  
Effective Date (New): 12/26/2007  
Effective Date (Renewal): 12/26/2007  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: CHUB-125507151 State: Arkansas  
 First Filing Company: Federal Insurance Company, ... State Tracking Number: #369097 \$50  
 Company Tracking Number: 08-CIM-2-F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations  
 Product Name: APEX TRIPRA  
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Informational Purposes only	Approved	Yes
Supporting Document	SIDE BY SIDES	Approved	Yes
Form	Cap On Certified Terrorism Losses	Approved	Yes
Form	Cap On Certified Terrorism Losses	Approved	Yes
Form	Exclusion Of Cerified Acts Of Terrorism Coverage For Certain Fire Losses	Approved	Yes
Form	Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses	Approved	Yes
Form	Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses	Approved	Yes

*SERFF Tracking Number:* CHUB-125507151                      *State:* Arkansas  
*First Filing Company:* Federal Insurance Company, ...                      *State Tracking Number:* #369097 \$50  
*Company Tracking Number:* 08-CIM-2-F  
*TOI:* 09.0 Inland Marine                      *Sub-TOI:* 09.0000 Inland Marine Sub-TOI Combinations  
*Product Name:* APEX TRIPRA  
*Project Name/Number:* /

**Note To Reviewer**

**Created By:**

Debra Rodgers on 03/07/2008 06:57 AM

**Subject:**

Effective Date

**Comments:**

Dear Sir/Madam,

We would like to use the December 26, 2007 effective date for these TRIPRA endorsements.

Thank you,

Deb Rodgers  
Chubb Group of Insurance Companies  
State Filings Dept.  
908-572-4634

SERFF Tracking Number: CHUB-125507151 State: Arkansas  
 First Filing Company: Federal Insurance Company, ... State Tracking Number: #369097 \$50  
 Company Tracking Number: 08-CIM-2-F  
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations  
 Product Name: APEX TRIPRA  
 Project Name/Number: /

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Cap On Certified Terrorism Losses	04-02-1212	Rev. 12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 04-02-1212 Ed. 2-03 Previous Filing #: 03-CIM-3-F		04-02-1212_12-07_Cap On Certified Terrorism Losses Apex Cl....pdf
Approved	Cap On Certified Terrorism Losses	04-02-1235	Rev. 12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 04-02-1235 Ed. 2-03 Previous Filing #: 03-CIM-3-F		04-02-1235_1207_Cap On Certified Terrorism Losses.pdf
Approved	Exclusion Of Certified Acts Of Terrorism Coverage For Certain Fire Losses	04-02-1213	Rev. 12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 04-02-1213 Ed. 2-03 Previous Filing #: 03-CIM-3-F		04-02-1213_1207_Exclusion Of Certified Terrorism-C....pdf
Approved	Exclusion Of Certified Acts Of Terrorism/Exception For Certain Fire Losses	04-02-1236	Rev. 12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 04-02-1236 Ed. 2-03 Previous Filing #: 03-CIM-3-F		04-02-1236_1207_Exclusion Of Certified Acts of Terrorism.pdf
Approved	Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses	04-02-1229	Rev. 12-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 04-02-1229 Ed. 2-03 Previous Filing #: 03-CIM-3-F		04-02-1229_1207_Certified Act Of Terrorism Sublimit-Except....pdf

# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

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This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract:

### *Terrorism Provisions*

#### *Cap On Certified Terrorism Losses*

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will 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.

---

A new section titled Terrorism Definitions is added.

### *Terrorism Definitions*

#### *Certified Act Of Terrorism*

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and

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## **Terrorism Definitions**

### **Certified Act Of Terrorism (continued)**

- B. that results in damage:
1. within the **United States**; or
  2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America, which was committed by an individual or individuals as part of an effort to:
      - coerce the civilian population; or
      - influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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### **State**

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### **Terrorism Law**

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### **United States**

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

**This Endorsement applies to the following forms:**

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### **SCHEDULE OF PREMISES**

---

**Policy language follows**

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# Inland Marine Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Provisions

#### Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will 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.

---

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

### Terrorism Definitions

#### Certified Acts Of Terrorism

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

---

## **Terrorism Definitions**

### *Certified Acts Of Terrorism (continued)*

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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### *State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

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### *Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

### *United States*

**United States** means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

A new section titled Terrorism Provisions is added to the end of this contract.

### *Terrorism Provisions*

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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## **Terrorism Provisions**

*(continued)*

### **Ordinance Or Law Loss Payment Basis**

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

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### **Ensuing Fire Loss Payment Basis Exception**

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

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### **Cap On Ensuing Fire Resulting From Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will 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.

---

A new section titled Terrorism Definitions is added.

## **Terrorism Definitions**

### **Certified Act Of Terrorism**

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  1. within the **United States**; or
  2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

# Inland Marine Insurance

## Endorsement

Effective Date

Policy Number

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### Terrorism Definitions

(continued)

*State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

*Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L. 109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

---

*United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative

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# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

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### **SCHEDULE OF PREMISES**

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**Policy language follows**

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# Inland Marine Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

### **Terrorism Provisions**

#### **Certified Act Of Terrorism Exclusion**

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage

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#### **Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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#### **Ordinance Or Law Loss Payment Basis**

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

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#### **Ensuing Fire Loss Payment Basis Exception**

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

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## **Terrorism Provisions**

(continued)

### **Cap On Ensuing Fire Resulting From Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will 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.

---

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

## **Terrorism Definitions**

### **Certified Acts Of Terrorism**

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
  - influence the policy or affect the conduct of the Government,
- of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

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### **State**

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

# *Inland Marine Insurance*

## *Endorsement*

*Effective Date*

*Policy Number*

---

### ***Terrorism Definitions***

*(continued)*

*Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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*United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# *Inland Marine Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

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### **SCHEDULE**

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**Policy language follows**

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# Inland Marine Insurance

## Endorsement

Effective Date

Policy Number

---

A new section titled Terrorism Provisions is added to the end of this contract.

### **Terrorism Provisions**

#### *Certified Act Of Terrorism Exclusion*

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  1. only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
  2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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#### *Application Of Other Exclusions*

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

---

#### *Ensuing Fire Loss Payment Basis Exception*

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

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## Terrorism Provisions

(continued)

### Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the **terrorism law**,

we will 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.

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### Coinsurance

Coinsurance on covered property does not apply to the Limits Of Insurance shown in the Schedule of this endorsement

---

### Terrorism Limits Of Insurance

A new section titled Terrorism Limits Of Insurance is added.

A. Terrorism Policy Aggregate Limit

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage and **business income** loss and **extra expense**, if such coverage is provided, caused by or resulting from a **certified act of terrorism**, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

B. Terrorism Per Occurrence Limit

Subject to the Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above, the most we will pay, in any one **certified act of terrorism** incident, for direct physical loss or damage and **business income** loss and **extra expense**, if such coverage is provided, at the premises shown in the Schedule above, caused by or resulting from a **certified act of terrorism**, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Terrorism Per Occurrence Limit shown in the Schedule above,

regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

# Inland Marine Insurance

## Endorsement

Effective Date

Policy Number

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### **Terrorism Limits Of Insurance** (continued)

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to covered property caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will also reduce the total amount of any other Limit Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

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A new section titled Terrorism Definitions is added.

### **Terrorism Definitions**

#### *Certified Act Of Terrorism*

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

---

## **Terrorism Definitions**

*(continued)*

### *State*

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

---

### *Terrorism Law*

**Terrorism law** means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

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### *United States*

**United States** means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

*Authorized Representative*

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*SERFF Tracking Number:* CHUB-125507151      *State:* Arkansas  
*First Filing Company:* Federal Insurance Company, ...      *State Tracking Number:* #369097 \$50  
*Company Tracking Number:* 08-CIM-2-F  
*TOI:* 09.0 Inland Marine      *Sub-TOI:* 09.0000 Inland Marine Sub-TOI Combinations  
*Product Name:* APEX TRIPRA  
*Project Name/Number:* /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125507151 State: Arkansas  
First Filing Company: Federal Insurance Company, ... State Tracking Number: #369097 \$50  
Company Tracking Number: 08-CIM-2-F  
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations  
Product Name: APEX TRIPRA  
Project Name/Number: /

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b> Approved	03/07/2008
<b>Comments:</b>		
<b>Attachment:</b> AR_transExpd.pdf		
<b>Satisfied -Name:</b> Explanatory Memorandum	<b>Review Status:</b> Approved	03/07/2008
<b>Comments:</b>		
<b>Attachment:</b> TRIPRA EM for CIM_APEX.pdf		
<b>Satisfied -Name:</b> Informational Purposes only	<b>Review Status:</b> Approved	03/07/2008
<b>Comments:</b>		
<b>Attachment:</b> 99-10-0732_1207_Important Notice To Policy Holder - TRIPRA....pdf		
<b>Satisfied -Name:</b> SIDE BY SIDES	<b>Review Status:</b> Approved	03/07/2008
<b>Comments:</b> Please see our attached side by sides.		
<b>Attachments:</b> 04-02-1212_Ed0203-Rev1207_SBS.pdf 04-02-1213_Ed0203-Rev1207_SBS.pdf 04-02-1229_Ed0203-Rev1207_SBS.pdf 04-02-1235_Ed0203-Rev1207_SBS.pdf 04-02-1236_Ed0203-Rev1207_SBS.pdf		

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

This page applies to the following state Arkansas

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

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Federal Insurance Company	Indiana	20281	13-1963496
Vigilant Insurance Company	New York	20397	13-1963495
Great Northern Insurance Company	Indiana	20303	41-0729473
Pacific Indemnity Company	Wisconsin	20346	95-1078160

**Contact Info for Filer**

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Jane G. Gutman 202 Hall's Mill Rd., P.O. Box 1650 Whitehouse Station, NJ 08889-1650	908-572-4422	908-572-4820	jgutman@chubb.com

**Filing information**

<b>Line of Insurance</b> (see attachment)	Commercial Inland Marine
<b>Company Program Title</b> (Marketing title) (if applicable)	APEX
<b>Filing Type</b> ** see note below	Form
<b>This application is used with:</b>	All applicable floaters and contracts for Comm'l Inland Marine
<b>Effective Date Requested</b>	December 26, 2007
<b>Filing date</b>	February 29, 2008
<b>Company Tracking Number</b>	08-CIM-2-F
<b>Date filing approved in domiciliary state, if applicable</b>	Pending

	<u>Component/Form Name</u> <u>/Description/Synopsis</u>	<u>Form # or Rate Page</u> Include edition date	<u>Replacement</u> <u>Or withdrawn?</u>	<u>If replacement,</u> <u>give form # or rate</u> <u>page(s) it replaces</u>	<u>Previous State</u> <u>Filing Number,</u> <u>if required</u> <u>by state</u>
01	Cap on Certified Terrorism Losses	04-02-1212 Rev. 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	04-02-1212 Ed. 2-03	Our filing# 03-CIM-3-F
02	Cap on Certified Terrorism Losses	04-02-1235 Rev. 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	04-02-1235 Ed. 2-03	Our filing# 03-CIM-3-F
03	Exclusion of Certified Acts of Terrorism Coverage for Certain Fire Losses	04-02-1213 Rev. 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	04-02-1213 Ed. 2-03	Our filing# 03-CIM-3-F
04	Exclusion of Certified Acts of Terrorism/Exception for Certain Fire Losses	04-02-1236 Rev. 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	04-02-1236 Ed. 2-03	Our filing# 03-CIM-3-F
05	Certified Acts of Terrorism Sublimit/Exception for Certain Fire Losses	04-02-1229 Rev. 12-07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	04-02-1229 Ed. 2-03	Our filing# 03-CIM-3-F

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.

Jane G. Gutman  
Signature

Jane G. Gutman  
Print Name:

Manager, Specialty Lines Division  
Title:

# **EXPLANATORY MEMORANDUM**

## **TRIPRA - CIM**

The following endorsements have been revised (as described below) so that they comply with the provisions of the Terrorism Risk Insurance Program Reauthorization Act of 2007.

Where possible, we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information. We also specify what provisions are new (both those that are included in a contract and those which are added by endorsement) and summarize the content of the new item.

Please be advised that we are working to add the forms to our policy issuance system. Once this is finalized, the final forms may be formatted differently due to systems constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated forms unless otherwise requested in response to this filing.

1. Certified Acts Of Terrorism Sublimit/Exception For Certain Fire Losses, 04-02-1229 (Rev. 12-07)
  - a. The Cap On Certified Terrorism Losses provision has been revised to reinforce the \$100 billion cap on aggregate losses.
  - b. The Terrorism Limits Of Insurance provision has been revised to remove all reference to terrorism deductible.
  - c. The Terrorism Deductible provision has been removed.
  - d. The Certified Act Of Terrorism definition has been revised to eliminate the distinction between foreign and domestic terrorism. Specifically, the definition of certified act of terrorism no longer requires that the act of terrorism be committed by or on behalf of a foreign interest.
  - e. The Terrorism Law definition has been revised so that, in addition to the Terrorism Risk Insurance Act of 2002, the definition also refers to the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007.
  
2. Exclusion Of Certified Acts Of Terrorism Coverage For Certain Fire Losses, 04-02-1213 (Rev. 12-07)  
Exclusion Of Certified Acts Of Terrorism Coverage For Certain Fire Losses, 04-02-1236 (Rev. 12-07)
  - a. The Cap On Certified Terrorism Losses provision has been revised to reinforce the \$100 billion cap on aggregate losses.
  - b. The Certified Act Of Terrorism definition has been revised to eliminate the distinction between foreign and domestic terrorism. Specifically, the definition of certified act of terrorism no longer requires that the act of terrorism be committed by or on behalf of a foreign interest.
  - c. The terrorism law definition has been revised so that, in addition to the Terrorism Risk Insurance Act of 2002, the definition also refers to the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007.

- 
3. Cap On Certified Terrorism Losses, 04-02-1212 (Rev. 12-07)  
Cap On Certified Terrorism Losses, 04-02-1235 (Rev. 12-07)
- a. The Cap On Certified Terrorism Losses provision has been revised to reinforce the \$100 billion cap on aggregate losses.
  - b. The Certified Act Of Terrorism definition has been revised to eliminate the distinction between foreign and domestic terrorism. Specifically, the definition of certified act of terrorism no longer requires that the act of terrorism be committed by or on behalf of a foreign interest.
  - c. The terrorism law definition has been revised so that, in addition to the Terrorism Risk Insurance Act of 2002, the definition also refers to the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Act of 2007.

The following "Disclosure Notices" and "Important Notice to Policyholder" are included for informational purposes only.

99-10-0732 (Rev. 12-07) Important Notice.

**THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.**

## **IMPORTANT NOTICE TO POLICYHOLDERS TERRORISM RISK INSURANCE ACT**

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

**Please note that if your policy:**

- *provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.*
- *is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.*

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

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.

**Inland Marine Insurance**

**Endorsement**

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

A new section titled Terrorism Provisions is added to the end of this contract:

**Terrorism Provisions**

**Cap On Certified  
Terrorism Losses**

With respect to any one, or more than one, certified act of terrorism under the terrorism law, we will not pay any amount for which we are not responsible pursuant to the terms of the terrorism law (including any subsequent action of Congress pursuant to the terrorism law) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

A new section titled Terrorism Definitions is added.

**Terrorism Definitions**

**Certified Act Of Terrorism**

Certified act of terrorism means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and

**Inland Marine Insurance**

**Endorsement**

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

A new section titled Terrorism Provisions is added to the end of this contract:

**Terrorism Provisions**

**Cap On Certified  
Terrorism Losses**

If:

- aggregate insured losses attributable to one or more certified acts of terrorism under the terrorism law exceeds \$100 billion in a Program Year (January 1 through December 31); and
  - we have met our insurer deductible under the terrorism law,
- we will 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.

A new section titled Terrorism Definitions is added.

**Terrorism Definitions**

**Certified Act Of  
Terrorism**

Certified act of terrorism means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and

## Terrorism Definitions

### Certified Act Of Terrorism (continued)

- B. that results in damage:
1. within the United States; or
  2. outside of the United States in the case of:
    - a. an air carrier or vessel as described in the terrorism law; or
    - b. the premises of a mission of the United States of America,
- which was 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; or
  - influence the policy or affect the conduct of the Government, of the United States.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the United States; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

### State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

### Terrorism Law

Terrorism law means the "Terrorism Risk Insurance Act of 2002" (Pub.L.107-297) of the United States of America.

### United States

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative

## Terrorism Definitions

### Certified Act Of Terrorism (continued)

- B. that results in damage:
1. within the United States; or
  2. outside of the United States in the case of:
    - a. an air carrier or vessel as described in the terrorism law; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the United States.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the United States; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the terrorism law.

### State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

### Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

### United States

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative

## **Inland Marine Insurance**

### **Endorsement**

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

This Endorsement applies to the following forms:

A new section titled **Terrorism Provisions** is added to the end of this contract.

### **Terrorism Provisions**

#### ***Certified Act Of Terrorism Exclusion***

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

## **Inland Marine Insurance**

### **Endorsement**

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

This Endorsement applies to the following forms:

A new section titled **Terrorism Provisions** is added to the end of this contract.

### **Terrorism Provisions**

#### ***Certified Act Of Terrorism Exclusion***

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### ***Application Of Other Exclusions***

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

**Terrorism Provisions**  
(continued)

**Ordinance Or Law Loss Payment Basis**

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

**Ensuing Fire Loss Payment Basis Exception**

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

**Cap On Ensuing Fire Resulting From Certified Terrorism Losses**

With respect to fire resulting from any one, or more than one, **certified act of terrorism** under the **terrorism law**, we will not pay any amount for which we are not responsible pursuant to the terms of the **terrorism law** (including any subsequent action of Congress pursuant to the **terrorism law**) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

A new section titled Terrorism Definitions is added.

**Terrorism Definitions**

**Certified Act Of Terrorism**

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was 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; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

**Terrorism Provisions**  
(continued)

**Ordinance Or Law Loss Payment Basis**

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**.

**Ensuing Fire Loss Payment Basis Exception**

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

**Cap On Ensuing Fire Resulting From Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more certified acts of terrorism under the terrorism law exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the terrorism law.

we will 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.

A new section titled Terrorism Definitions is added.

**Terrorism Definitions**

**Certified Act Of Terrorism**

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
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**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

**Inland Marine Insurance**

**Endorsement**

Effective Date

Policy Number

**Terrorism Definitions  
(continued)**

**State** State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

**Terrorism Law** Terrorism law means the "Terrorism Risk Insurance Act of 2002" (Pub.L.107-297) of the United States of America.

**United States** United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative \_\_\_\_\_

**Inland Marine Insurance**

**Endorsement**

Effective Date

Policy Number

**Terrorism Definitions  
(continued)**

**State** State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

**Terrorism Law** Terrorism law means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L. 109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

**United States** United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative \_\_\_\_\_

**Inland Marine Insurance**

**Endorsement**

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

This Endorsement applies to the following forms:

**SCHEDULE**

**Inland Marine Insurance**

**Endorsement**

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

This Endorsement applies to the following forms:

**SCHEDULE**

**Policy language follows**

A new section titled Terrorism Provisions is added to the end of this contract.

**Terrorism Provisions**

**Certified Act Of  
Terrorism Exclusion**

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  1. only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
  2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

**Application Of Other  
Exclusions**

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

**Ensuing Fire Loss  
Payment Basis Exception**

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

**Cap On Certified  
Terrorism Losses**

With respect to any one, or more than one, **certified act of terrorism under the terrorism law**, we will not pay any amount for which we are not responsible pursuant to the terms of that **terrorism law** (including any subsequent action of Congress pursuant to the **terrorism law**) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

**Coinsurance**

Coinsurance on covered property does not apply to the Limits Of Insurance shown in the Schedule of this endorsement

**Terrorism Provisions**

A new section titled Terrorism Provisions is added to the end of this contract.

**Certified Act Of  
Terrorism Exclusion**

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  1. only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
  2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

**Application Of Other  
Exclusions**

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

**Ensuing Fire Loss  
Payment Basis Exception**

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

**Cap On Certified  
Terrorism Losses**

With respect to any one, or more than one, **certified act of terrorism** under the terrorism law, we will not pay any amount for which we are not responsible pursuant to the terms of that **terrorism law** (including any subsequent action of Congress pursuant to the **terrorism law**) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

**Coinurance**

Coinurance on covered property does not apply to the Limits Of Insurance shown in the Schedule of this endorsement

**Inland Marine Insurance**

**Endorsement**

**Effective Date**

**Policy Number**

A new section titled Terrorism Provisions is added to the end of this contract.

**Terrorism Provisions**

**Certified Act Of  
Terrorism Exclusion**

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  1. only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
  2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

**Application Of Other  
Exclusions**

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

**Ensuing Fire Loss  
Payment Basis  
Exception**

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

A new section titled Terrorism Provisions is added to the end of this contract.

### Terrorism Provisions

#### Certified Act Of Terrorism Exclusion

This insurance does not apply to loss or damage caused directly or indirectly by a **certified act of terrorism**, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to:

- A. premises shown in the Schedule above; and
- B. ensuing loss or damage caused by or resulting from fire. This exception for fire applies:
  1. only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
  2. if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### Application Of Other Exclusions

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

#### Ensuing Fire Loss Payment Basis Exception

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism**, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

This provision applies only where there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

#### Cap On Certified Terrorism Losses

With respect to any one, or more than one, **certified act of terrorism** under the terrorism law, we will not pay any amount for which we are not responsible pursuant to the terms of that **terrorism law** (including any subsequent action of Congress pursuant to the **terrorism law**) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

#### Coinsurance

Coinsurance on covered property does not apply to the Limits Of Insurance shown in the Schedule of this endorsement

### Terrorism Provisions (continued)

#### Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more certified acts of terrorism under the terrorism law exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the terrorism law.

we will 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.

#### Coinsurance

Coinsurance on covered property does not apply to the Limits Of Insurance shown in the Schedule of this endorsement

### Terrorism Limits Of Insurance

A new section titled Terrorism Limits Of Insurance is added.

#### A. Terrorism Policy Aggregate Limit

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage and business income loss and extra expense, if such coverage is provided, caused by or resulting from a **certified act of terrorism**, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
  - in any sequence,
- to the loss or damage, even if such other cause or event would otherwise be covered.

#### B. Terrorism Per Occurrence Limit

Subject to the Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above, the most we will pay, in any one certified act of terrorism incident, for direct physical loss or damage and business income loss and extra expense, if such coverage is provided, at the premises shown in the Schedule above, caused by or resulting from a certified act of terrorism, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
  - Terrorism Per Occurrence Limit shown in the Schedule above,
- regardless of any other cause or event that directly or indirectly contributes:
- concurrently; or
  - in any sequence,
- to the loss or damage, even if such other cause or event would otherwise be covered.

## Inland Marine Insurance

### Endorsement

Effective Date

Policy Number

### Terrorism Limits Of Insurance

A new section titled Terrorism Limits Of Insurance is added.

#### A. Terrorism Policy Aggregate Limit

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage and business income loss and extra expense, if such coverage is provided, caused by or resulting from a certified act of terrorism, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

#### B. Terrorism Per Occurrence Limit

Subject to the

- Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above; and
- Terrorism Deductible described below and shown in the Schedule above.

the most we will pay, in any one certified act of terrorism incident, for direct physical loss or damage and business income loss and extra expense, if such coverage is provided, at the premises shown in the Schedule above, caused by or resulting from a certified act of terrorism, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Terrorism Per Occurrence Limit shown in the Schedule above,

regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to covered property caused by or resulting from fire which ensues from a certified act of terrorism and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will also reduce the total amount of any other Limit Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

### Terrorism Provisions (continued)

#### Cap On Certified Terrorism Losses

If:

- aggregate insured losses attributable to one or more certified acts of terrorism under the terrorism law exceeds \$100 billion in a Program Year (January 1 through December 31); and
- we have met our insurer deductible under the terrorism law.

we will 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.

#### Coinsurance

Coinsurance on covered property does not apply to the Limits Of Insurance shown in the Schedule of this endorsement.

A new section titled Terrorism Limits Of Insurance is added.

#### A. Terrorism Policy Aggregate Limit

The most we will pay at all premises shown in the Schedule above during any consecutive 12-month period, beginning with the effective date shown in the Declarations, for direct physical loss or damage and business income loss and extra expense, if such coverage is provided, caused by or resulting from a certified act of terrorism, is the Terrorism Policy Aggregate Limit shown in the Schedule above, regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

#### B. Terrorism Per Occurrence Limit

Subject to the Terrorism Policy Aggregate Limit described in paragraph A. above and shown in the Schedule above, the most we will pay, in any one certified act of terrorism incident, for direct physical loss or damage and business income loss and extra expense, if such coverage is provided, at the premises shown in the Schedule above, caused by or resulting from a certified act of terrorism, is the lesser of the applicable:

- Limits Of Insurance shown in the Declarations; or
- Terrorism Per Occurrence Limit shown in the Schedule above,

regardless of any other cause or event that directly or indirectly contributes:

- concurrently; or
- in any sequence,

to the loss or damage, even if such other cause or event would otherwise be covered.

## Terrorism Deductible

A new section titled Terrorism Deductible is added.

We will pay the amount of loss or damage, including any resulting **business income** loss, if such coverage is provided, in excess of the applicable deductible amount shown in the Schedule above, if such loss or damage is caused by or results from a **certified act of terrorism**.

Such deductible amount:

A. will apply separately at each premises in any one occurrence; and

B. does not apply to:

1. extra expense; or

2. loss or damage caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

If only one deductible is shown in the Schedule above, then such deductible will apply over all premises in any one occurrence.

A new section titled Terrorism Definitions is added.

## Terrorism Definitions

### Certified Act Of Terrorism

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was 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; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

## Inland Marine Insurance

### Endorsement

Effective Date

Policy Number

### Terrorism Limits Of Insurance (continued)

The Terrorism Policy Aggregate Limit and Terrorism Per Occurrence Limit do not apply to direct physical loss or damage to covered property caused by or resulting from fire which ensues from a **certified act of terrorism** and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Any payment we make applicable to the Limits Of Insurance described in paragraphs A. and B. above, will also reduce the total amount of any other Limit Of Insurance applicable to the premises where the loss or damage occurred, by the amount of such payment.

A new section titled Terrorism Definitions is added.

### Terrorism Definitions

#### Certified Act Of Terrorism

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the **United States**; or
  - 2. outside of the **United States** in the case of:
    - a. an air carrier or vessel as described in the **terrorism law**; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

**Inland Marine Insurance**

**Endorsement**

Effective Date

Policy Number

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the "Terrorism Risk Insurance Act of 2002" (Pub.L. 107-297) of the United States of America.

United States

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative

**Terrorism Definitions**  
(continued)

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 (Pub.L. 107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L. 109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L. 110-160).

United States

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative

**Inland Marine Insurance**

**Endorsement**

Policy Period POL PERIOD(50) \_\_\_\_\_  
 Effective Date ENDT.EFF.D(21) \_\_\_\_\_  
 Policy Number POL.N(16) \_\_\_\_\_  
 Insured INSD.NA.1(40) \_\_\_\_\_  
 INSD.NA.2(40) \_\_\_\_\_  
 Name of Company CHUBB.CO.NA.01(40) \_\_\_\_\_  
 Date Issued ISSUED(21) \_\_\_\_\_

This Endorsement applies to the following forms:

- FLAGRE.1235(80) \_\_\_\_\_
- FLCAF.1235(80) \_\_\_\_\_
- FLCLP.1235(80) \_\_\_\_\_
- FLCWB.1235(80) \_\_\_\_\_
- FLCE.1235(80) \_\_\_\_\_
- FLCP.1235(80) \_\_\_\_\_
- FLCNSP.1235(80) \_\_\_\_\_
- FLDLP.1235(80) \_\_\_\_\_
- FLDPP.1235(80) \_\_\_\_\_
- FLDPPR.1235(80) \_\_\_\_\_
- FLDST.1235(80) \_\_\_\_\_
- FLEXP.1235(80) \_\_\_\_\_
- FLFADST.1235(80) \_\_\_\_\_
- FLFA.1235(80) \_\_\_\_\_
- FLFPP.1235(80) \_\_\_\_\_
- FLGCRF.1235(80) \_\_\_\_\_
- FLGCLF.1235(80) \_\_\_\_\_
- FLLA.1235(80) \_\_\_\_\_
- FLMTCL.1235(80) \_\_\_\_\_
- FLMTCL.SCH.1235(80) \_\_\_\_\_
- FLMI.1235(80) \_\_\_\_\_
- FLPTD.1235(80) \_\_\_\_\_
- FLPR.1235(80) \_\_\_\_\_
- FLPR.1235(80) \_\_\_\_\_
- FLPPXD.1235(80) \_\_\_\_\_
- FLPTY.1235(80) \_\_\_\_\_
- FLPT.1235(80) \_\_\_\_\_
- FLBBS.1235(80) \_\_\_\_\_
- FLBL.1235(80) \_\_\_\_\_
- FLSPS.1235(80) \_\_\_\_\_
- FLSAE.1235(80) \_\_\_\_\_
- FLSIE.1235(80) \_\_\_\_\_
- FLSCE.1235(80) \_\_\_\_\_

**Inland Marine Insurance**

**Endorsement**

Policy Period  
 Effective Date  
 Policy Number  
 Insured  
 Name of Company  
 Date Issued

This Endorsement applies to the following forms:

**SCHEDULE OF PREMISES**

**Policy language follows**

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**Inland Marine Insurance**  
(continued)

FL\_SF.1235(80)  
FL\_SMA.1235(80)  
FL\_SOSP.1235(80)  
FL\_SCDSFT.1235(80)  
FL\_TTIME.1235(80)  
FL\_TTNP.1235(80)  
FL\_RQBR.1235(80)  
FL\_RPBR.1235(80)  
FL\_QIF.1235(80)

**SCHEDULE OF PREMISES**

FL\_PRMS.N.01(8) FL\_PRMS.ADDR.1235.101(80)  
FL\_PRMS.ADDR.1235.102(80)  
FL\_PRMS.ADDR.1235.103(80)  
FL\_PRMS.ADDR.1235.104(80)  
FL\_PRMS.N.02(8) FL\_PRMS.ADDR.1235.201(80)  
FL\_PRMS.ADDR.1235.202(80)  
FL\_PRMS.ADDR.1235.203(80)  
FL\_PRMS.ADDR.1235.204(80)  
FL\_PRMS.N.03(8) FL\_PRMS.ADDR.1235.301(80)  
FL\_PRMS.ADDR.1235.302(80)  
FL\_PRMS.ADDR.1235.303(80)  
FL\_PRMS.ADDR.1235.304(80)  
FL\_PRMS.N.04(8) FL\_PRMS.ADDR.1235.401(80)  
FL\_PRMS.ADDR.1235.402(80)  
FL\_PRMS.ADDR.1235.403(80)  
FL\_PRMS.ADDR.1235.404(80)  
FL\_PRMS.N.05(8) FL\_PRMS.ADDR.1235.501(80)  
FL\_PRMS.ADDR.1235.502(80)  
FL\_PRMS.ADDR.1235.503(80)  
FL\_PRMS.ADDR.1235.504(80)  
FL\_PRMS.N.06(8) FL\_PRMS.ADDR.1235.601(80)  
FL\_PRMS.ADDR.1235.602(80)  
FL\_PRMS.ADDR.1235.603(80)  
FL\_PRMS.ADDR.1235.604(80)  
FL\_PRMS.N.07(8) FL\_PRMS.ADDR.1235.701(80)  
FL\_PRMS.ADDR.1235.702(80)  
FL\_PRMS.ADDR.1235.703(80)  
FL\_PRMS.ADDR.1235.704(80)

**Inland Marine Insurance**

**Endorsement**

Effective Date ENDT.EFF.D(21)

Policy Number POL.N(18)

FL_PRMS.N.08(2)	FL_PRMS.ADDR.1235.801(80)	_____
	FL_PRMS.ADDR.1235.802(80)	_____
	FL_PRMS.ADDR.1235.803(80)	_____
	FL_PRMS.ADDR.1235.804(80)	_____
FL_PRMS.N.09(2)	FL_PRMS.ADDR.1235.901(80)	_____
	FL_PRMS.ADDR.1235.902(80)	_____
	FL_PRMS.ADDR.1235.903(80)	_____
	FL_PRMS.ADDR.1235.904(80)	_____
FL_PRMS.N.10(2)	FL_PRMS.ADDR.1235.1001(80)	_____
	FL_PRMS.ADDR.1235.1002(80)	_____
	FL_PRMS.ADDR.1235.1003(80)	_____
	FL_PRMS.ADDR.1235.1004(80)	_____

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Provisions**

**Cap On Certified Terrorism Losses**

With respect to any one, or more than one, certified act of terrorism under the terrorism law, we will not pay any amount for which we are not responsible pursuant to the terms of the terrorism law (including any subsequent action of Congress pursuant to the terrorism law) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Definitions**

**Certified Act Of Terrorism**

Certified act of terrorism means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the United States; or

**Inland Marine Insurance**

**Endorsement**

Effective Date

Policy Number

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Provisions**

**Cap On Certified Terrorism Losses**

- If:
- aggregate insured losses attributable to one or more certified acts of terrorism under the terrorism law exceeds \$100 billion in a Program Year (January 1 through December 31); and
  - we have met our insurer deductible under the terrorism law.
- we will 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.

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Definitions**

**Certified Acts Of Terrorism**

Certified act of terrorism means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the United States; or
  - 2. outside of the United States in the case of:
    - a. an air carrier or vessel as described in the terrorism law; or
    - b. the premises of a mission of the United States of America, which was committed by an individual or individuals as part of an effort to:
      - coerce the civilian population; or
      - influence the policy or affect the conduct of the Government, of the United States.

**Inland Marine Insurance**  
(continued)

2. outside of the **United States** in the case of:
- an air carrier or vessel as described in the **terrorism law**; or
  - the premises of a mission of the United States of America,

which was 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; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

**State**

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

**Terrorism Law**

**Terrorism law** means the "Terrorism Risk Insurance Act of 2002" (Pub.L. 107-297) of the United States of America.

**United States**

**United States** means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative



**Inland Marine Insurance**

**Endorsement**

Effective Date

Policy Number

A new section titled **Terrorism Provisions** is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Provisions**

**Cap On Certified  
Terrorism Losses**

ii.

• aggregate insured losses attributable to one or more certified acts of terrorism under the **terrorism law** exceeds \$100 billion in a Program Year (January 1 through December 31); and

• we have met our insurer deductible under the **terrorism law**.

we will 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.

A new section titled **Terrorism Definitions** is added only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Definitions**

**Certified Acts Of  
Terrorism**

**Certified act of terrorism** means any 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, a violent act or an act that is dangerous to human life, property or infrastructure; and
- that results in damage:
  - within the **United States**; or
  - outside of the **United States** in the case of:
    - an air carrier or vessel as described in the **terrorism law**; or
    - the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the **United States**.

**Inland Marine Insurance**  
(continued)

2. outside of the United States in the case of:
- a. an air carrier or vessel as described in the terrorism law; or
  - b. the premises of a mission of the United States of America,

which was 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; or
- influence the policy or affect the conduct of the Government, of the United States.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the United States; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate.

**State**

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

**Terrorism Law**

Terrorism law means the "Terrorism Risk Insurance Act of 2002" (Pub.L.107-297) of the United States of America.

**United States**

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative



**Terrorism Definitions**

**Certified Acts Of Terrorism**  
(continued)

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the United States; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the terrorism law.

**State**

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

**Terrorism Law**

Terrorism law means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

**United States**

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative

**Inland Marine Insurance**

**Endorsement**

Policy Period POL PERIOD(S) \_\_\_\_\_  
 Effective Date ENDT.EFF.D(21) \_\_\_\_\_  
 Policy Number POL.N(10) \_\_\_\_\_  
 Insured INSD.NA.1(40) \_\_\_\_\_  
 INSD.NA.2(40) \_\_\_\_\_  
 Name of Company CHUBB.CO.NA.G1(40) \_\_\_\_\_  
 Date Issued ISSUE.D(21) \_\_\_\_\_

This Endorsement applies to the following forms:

- FL.AGRE.1236(80) \_\_\_\_\_
- FL.CAE.1236(80) \_\_\_\_\_
- FL.CIP.1236(80) \_\_\_\_\_
- FL.COMB.1236(80) \_\_\_\_\_
- FL.CE.1236(80) \_\_\_\_\_
- FL.CP.1236(80) \_\_\_\_\_
- FL.DISP.1236(80) \_\_\_\_\_
- FL.DP.1236(80) \_\_\_\_\_
- FL.EOPP.1236(80) \_\_\_\_\_
- FL.EMPR.1236(80) \_\_\_\_\_
- FL.EDSIT.1236(80) \_\_\_\_\_
- FL.EXP.1236(80) \_\_\_\_\_
- FL.FADSIT.1236(80) \_\_\_\_\_
- FL.FA.1236(80) \_\_\_\_\_
- FL.FPP.1236(80) \_\_\_\_\_
- FL.GCAF.1236(80) \_\_\_\_\_
- FL.GCF.1236(80) \_\_\_\_\_
- FL.LA.1236(80) \_\_\_\_\_
- FL.MTCLL.1236(80) \_\_\_\_\_
- FL.MTCLL.SCH.1236(80) \_\_\_\_\_
- FL.MI.1236(80) \_\_\_\_\_
- FL.PTD.1236(80) \_\_\_\_\_
- FL.PBR.1236(80) \_\_\_\_\_
- FL.PR.1236(80) \_\_\_\_\_
- FL.PPXOO.1236(80) \_\_\_\_\_
- FL.PTV.1236(80) \_\_\_\_\_
- FL.PT.1236(80) \_\_\_\_\_
- FL.SBS.1236(80) \_\_\_\_\_
- FL.BLL.1236(80) \_\_\_\_\_
- FL.SPS.1236(80) \_\_\_\_\_
- FL.SAE.1236(80) \_\_\_\_\_
- FL.SCE.1236(80) \_\_\_\_\_
- FL.SIE.1236(80) \_\_\_\_\_

**Inland Marine Insurance**

**Endorsement**

Policy Period  
 Effective Date  
 Policy Number  
 Insured  
 Name of Company  
 Date Issued

This Endorsement applies to the following forms:

**SCHEDULE OF PREMISES**

Policy language follows

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**Inland Marine Insurance**  
(continued)

FL SE 1236(80)  
FL SMA 1236(80)  
FL SISP 1236(80)  
FL SCDSIT 1236(80)  
FL TTRF 1236(80)  
FL TTNP 1236(80)  
FL ROBR 1236(80)  
FL BPRR 1236(80)  
FL QF 1236(80)

**SCHEDULE OF PREMISES**

FL PRMS N.01(9) FL PRMS ADDR 1236.101(80)  
FL PRMS ADDR 1236.102(80)  
FL PRMS ADDR 1236.103(80)  
FL PRMS ADDR 1236.104(80)  
  
FL PRMS N.02(9) FL PRMS ADDR 1236.201(80)  
FL PRMS ADDR 1236.202(80)  
FL PRMS ADDR 1236.203(80)  
FL PRMS ADDR 1236.204(80)  
  
FL PRMS N.03(9) FL PRMS ADDR 1236.301(80)  
FL PRMS ADDR 1236.302(80)  
FL PRMS ADDR 1236.303(80)  
FL PRMS ADDR 1236.304(80)  
  
FL PRMS N.04(9) FL PRMS ADDR 1236.401(80)  
FL PRMS ADDR 1236.402(80)  
FL PRMS ADDR 1236.403(80)  
FL PRMS ADDR 1236.404(80)  
  
FL PRMS N.05(9) FL PRMS ADDR 1236.501(80)  
FL PRMS ADDR 1236.502(80)  
FL PRMS ADDR 1236.503(80)  
FL PRMS ADDR 1236.504(80)  
  
FL PRMS N.06(9) FL PRMS ADDR 1236.601(80)  
FL PRMS ADDR 1236.602(80)  
FL PRMS ADDR 1236.603(80)  
FL PRMS ADDR 1236.604(80)  
  
FL PRMS N.07(9) FL PRMS ADDR 1236.701(80)  
FL PRMS ADDR 1236.702(80)  
FL PRMS ADDR 1236.703(80)  
FL PRMS ADDR 1236.704(80)

**Inland Marine Insurance**

**Endorsement**

Effective Date ENDT.EFF.02/21  
Policy Number POL.N.18

EL_PRMS.N.08(U)	EL_PRMS.ADDR.1236.801(80)
	EL_PRMS.ADDR.1236.802(80)
	EL_PRMS.ADDR.1236.803(80)
	EL_PRMS.ADDR.1236.804(80)
EL_PRMS.N.08(G)	EL_PRMS.ADDR.1236.901(80)
	EL_PRMS.ADDR.1236.902(80)
	EL_PRMS.ADDR.1236.903(80)
	EL_PRMS.ADDR.1236.904(80)
EL_PRMS.N.10(B)	EL_PRMS.ADDR.1236.1001(80)
	EL_PRMS.ADDR.1236.1002(80)
	EL_PRMS.ADDR.1236.1003(80)
	EL_PRMS.ADDR.1236.1004(80)

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Provisions**

**Certified Act Of Terrorism Exclusion**

This insurance does not apply to loss or damage caused directly or indirectly by a certified act of terrorism, regardless of any other cause or event that contributes:

- concurrently; or
- in any sequence,

to the loss or damage.

This Certified Act Of Terrorism exclusion does not apply to ensuing loss or damage caused by or resulting from fire. This exception for fire applies:

- only to direct physical loss or damage by fire to covered property. Therefore, for example, the exception does not apply to insurance provided under Rigger's Legal Liability coverage; and
- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

**Inland Marine Insurance**

**Endorsement**

Effective Date

Policy Number

A new section titled Terrorism Provisions is added to the end of this contract only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Provisions**

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- if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage

**Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

**Ordinance Or Law Loss Payment Basis**

The Ordinance Or Law Loss Payment Basis provision does not apply to loss or damage caused by or resulting from fire which ensues from a certified act of terrorism.

**Ensuing Fire Loss Payment Basis Exception**

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a certified act of terrorism is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

**Inland Marine Insurance**

(continued)

**Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion or sublimit, or the inapplicability or omission of a terrorism exclusion or sublimit, do not serve to create coverage for any loss which would otherwise be excluded or sublimited under this policy, such as losses excluded by the Nuclear Hazard exclusion or the War And Military Action exclusion.

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**Ensnuing Fire Loss Payment Basis Exception**

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from a certified act of terrorism is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

**Cap On Ensnuing Fire Resulting From Certified Terrorism Losses**

With respect to fire resulting from any one, or more than one, certified act of terrorism under the terrorism law, we will not pay any amount for which we are not responsible pursuant to the terms of the terrorism law (including any subsequent action of Congress pursuant to the terrorism law) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Definitions**

**Certified Act Of Terrorism**

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the United States; or
  - 2. outside of the United States in the case of:
    - a. an air carrier or vessel as described in the terrorism law; or
    - b. the premises of a mission of the United States of America,

which was 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; or

**Terrorism Provisions (continued)**

**Cap On Ensnuing Fire Resulting From Certified Terrorism Losses**

If:

- aggregate insured losses attributable to one or more certified acts of terrorism under the terrorism law exceeds \$100 billion in a Program Year (January 1 through December 31); and
  - we have met our insurer deductible under the terrorism law,
- we will 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.

A new section titled Terrorism Definitions is added only with respect to the premises shown in the Schedule of Premises above.

**Terrorism Definitions**

**Certified Acts Of Terrorism**

**Certified act of terrorism** means any 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:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure; and
- B. that results in damage:
  - 1. within the United States; or
  - 2. outside of the United States in the case of:
    - a. an air carrier or vessel as described in the terrorism law; or
    - b. the premises of a mission of the United States of America,

which was committed by an individual or individuals as part of an effort to:

- coerce the civilian population; or
- influence the policy or affect the conduct of the Government, of the United States.

**Certified act of terrorism** does not include an act that:

- is committed as part of the course of a war declared by the Congress of the United States; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the terrorism law.

**State**

**State** means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

**Inland Marine Insurance**

**Endorsement**

Effective Date ENDT.EFF.D21

Policy Number POL.N16

influence the policy or affect the conduct of the Government,  
of the United States.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the United States; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate [ ]

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**Terrorism Law** Terrorism law means the "Terrorism Risk Insurance Act of 2002" (Pub.L.107-297) of the United States of America.

**United States** United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative Robert Hamburger

**Inland Marine Insurance**

**Endorsement**

Effective Date

Policy Number

**Terrorism Definitions**  
(continued)

**Terrorism Law**

Terrorism law means the Terrorism Risk Insurance Act of 2002 (Pub.L.107-297) as amended by the Terrorism Risk Insurance Extension Act of 2005 (Pub.L.109-144) and the Terrorism Risk Insurance Program Reauthorization Act of 2007 (Pub.L.110-160).

**United States**

United States means:

- a state; and
- the territorial sea and the continental shelf of the United States of America, as described in the terrorism law.

All other terms and conditions remain unchanged.

Authorized Representative \_\_\_\_\_