

SERFF Tracking Number: FFDC-125552073 State: Arkansas
First Filing Company: American Automobile Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: TRIPRA AR UMEX 12 07
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: TRIPRA 2008
Project Name/Number: Tripira Update/

Filing at a Glance

Companies: American Automobile Insurance Company, Associated Indemnity Corporation, Fireman's Fund Insurance Company, National Surety Corporation, The American Insurance Company

Product Name: TRIPRA 2008 SERFF Tr Num: FFDC-125552073 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence
Sub-TOI: 17.0020 Commercial Umbrella & Co Tr Num: TRIPRA AR UMEX 12 State Status: Fees verified and
Excess 07 received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding
Author: Diane Sowell Disposition Date: 03/19/2008
Date Submitted: 03/19/2008 Disposition Status: Approved
Effective Date Requested (New): 12/26/2007 Effective Date (New):
Effective Date Requested (Renewal): 12/26/2007 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Tripira Update Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 03/19/2008
State Status Changed: 03/19/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

In response to the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007, enclosed for your review and approval are our revised proprietary endorsements. For informational purposes we have also included our Policyholder Notices.

There is no rate impact associated with use of the revised endorsements.

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This filing is submitted for Expedited Filing Review.

Company and Contact

Filing Contact Information

Diane Sowell, dsowell@ffic.com
 33 W. Monroe Street (312) 456-5146 [Phone]
 Chicago, IL 60603

Filing Company Information

American Automobile Insurance Company	CoCode: 21849	State of Domicile: Missouri
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 22-1608585	

Associated Indemnity Corporation	CoCode: 21865	State of Domicile: California
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 22-1708002	

Fireman's Fund Insurance Company	CoCode: 21873	State of Domicile: California
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-3290 ext. [Phone]	FEIN Number: 94-1610280	

National Surety Corporation	CoCode: 21881	State of Domicile: Illinois
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 36-2704643	

The American Insurance Company	CoCode: 21857	State of Domicile: Nebraska
777 San Marin Drive	Group Code: 761	Company Type:
Novato, CA 94998	Group Name:	State ID Number:
(415) 899-2817 ext. [Phone]	FEIN Number: 22-0731810	

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Automobile Insurance Company	\$0.00	03/19/2008	
Associated Indemnity Corporation	\$0.00	03/19/2008	
Fireman's Fund Insurance Company	\$50.00	03/19/2008	18793520
National Surety Corporation	\$0.00	03/19/2008	
The American Insurance Company	\$0.00	03/19/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/19/2008	03/19/2008

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Disposition

Disposition Date: 03/19/2008

Effective Date (New):

Effective Date (Renewal):

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Expedited Filing Transmittal Document	Approved	Yes
Supporting Document	Policyholder Notices	Approved	Yes
Form	Exclusion Of Other Acts Of Terrorism Committed Outside the United States	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States	Approved	Yes
Form	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	Approved	Yes
Form	Coverage for Certified Acts of Terrorism	Approved	Yes
Form	Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage; Cap on Insurer Participation in Payment of Terrorism Losses (Pursuant to Terrorism Risk Insurance Act)	Approved	Yes
Form	Nuclear, Biological or Chemical Terrorism Exclusion (Other than Certified Acts of Terrorism)	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion Of Other Acts Of Terrorism Committed Outside the United States	178980	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 178980 11/02 Previous Filing #:		178980 12 07.pdf
Approved	Exclusion of Certified Acts of Terrorism	178982	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 178982 11/02 Previous Filing #:		178982 12 07.pdf
Approved	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States	178984	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 178984 11/02 Previous Filing #:		178984 12 07.pdf
Approved	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	178985	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 178985 11/02 Previous Filing #:		178985 12 07.pdf
Approved	Coverage for Certified Acts of Terrorism	178993	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 178993 11/02 Previous Filing #:		178993 12 07.pdf
Approved	Disclosure of Premium and Estimated Premium for	178587	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 178587 04/06 Previous Filing #:		178587 12 07 - Disclosure Notice.pdf

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Certified Acts of
 Terrorism
 Coverage; Cap
 on Insurer
 Participation in
 Payment of
 Terrorism Losses
 (Pursuant to
 Terrorism Risk
 Insurance Act)

Approved	Nuclear, Biological or Chemical Terrorism Exclusion (Other than Certified Acts of Terrorism)	178990	11 02	Endorsement/Amendment/Conditions	Withdrawn	Replaced Form #:0.00	Previous Filing #:
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Exclusion Of Other Acts Of Terrorism Committed Outside the United States 178980 12 07

Policy Amendment – Umbrella Policy – Excess Liability Policy

A. The policy does not apply to any liability arising, directly or indirectly, out of any "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the coverage territory. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars.) In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. As used in this endorsement:

"Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any

government by coercion, and the act is not certified as a terrorist act pursuant to the Terrorism Risk Insurance Act, as amended. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.

All other terms and conditions of the policy remain unchanged.

Exclusion of Certified Acts of Terrorism – 178982 12 07

Policy Amendment – Umbrella Policy – Excess Liability Policy

- A. The policy does not apply to any liability arising, directly or indirectly, out of any "certified act of terrorism".
- B. As used in this endorsement, "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended. The criteria contained in the Terrorism Risk Insurance Act, as amended for a "certified act of terrorism" include the following:
 - 1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
 - 2. The act resulted in damage:
 - a. Within the United States (including its territories and possessions and Puerto Rico); or
 - b. Outside the United States in the case of:
 - (1) An air carrier (as defined in Section 40102 of title 49, United States code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States) regardless of where the loss occurs; or
 - (2) The premises of any United States mission; and
 - 3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of the policy remain unchanged.

Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States

178984 12 07

Policy Amendment – Umbrella Policy – Excess Liability Policy

- A. The policy does not apply to any liability arising, directly or indirectly, out of any "certified act of terrorism" or out of any "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico) but within the coverage territory. However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:
1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars.) In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
 2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
 3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. As used in this endorsement:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended. The criteria contained in the Terrorism Risk Insurance Act, as amended for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or

- (2) Outside the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States) regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 2. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act, as amended. Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this policy.

All other terms and conditions of the policy remain unchanged.

Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism– 178985 12 07

Policy Amendment – Umbrella Policy – Excess Liability Policy

- A. The policy does not apply to any damages arising, directly or indirectly, out of any "certified act of terrorism" that are awarded as punitive damages.
- B. As used in this endorsement, "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended. The criteria contained in the Terrorism Risk Insurance Act, as amended for a "certified act of terrorism" include the following:
 - 1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
 - 2. The act resulted in damage:
 - a. Within the United States (including its territories and possessions and Puerto Rico); or
 - b. Outside the United States in the case of:
 - (1) An air carrier (as defined in Section 40102 of title 49, United States code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States) regardless of where the loss occurs; or
 - (2) The premises of any United States mission; and
 - 3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of the policy remain unchanged.

Coverage for Certified Acts of Terrorism – 178993 12 07

Policy Amendment - Umbrella Policy

- A. Coverage A of this policy will apply with respect to a "certified act of terrorism".
- B. Coverage B of this policy does not apply to any liability arising, directly or indirectly, out of any "certified act of terrorism".
- C. As used in this endorsement, "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended. The criteria contained in the Terrorism Risk Insurance Act, as amended, for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
 2. The act resulted in damage:
 - a. Within the United States (including its territories and possessions and Puerto Rico); or
 - b. Outside the United States in the case of:
 - (1) An air carrier (as defined in Section 40102 of title 49, United States code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States) regardless of where the loss occurs; or
 - (2) The premises of any United States mission; and
 3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D. If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, 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, as amended, then 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.

All other terms and conditions of the policy remain unchanged.

Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage; Cap on Insurer Participation in Payment of Terrorism Losses (Pursuant to Terrorism Risk Insurance Act) – 178587 12 07

Policy Amendment – Umbrella Policy – Excess Liability Policy

This Endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act, as amended. The portion of your premium attributable to such coverage is shown in the policy Declarations. This premium is based on the rates in effect at the time of policy issuance or policy anniversary and was calculated for the full term of the current policy period.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, 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 exceed \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, 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, as amended, then we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Possibility of Additional or Return Premium

The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act, as amended. If the federal program terminates or if the level or terms of federal participation change, the premium charge for acts of terrorism as shown in the Declarations of this policy may also change. If this policy contains a Conditional Exclusion, continuation of coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium charge made for those acts of terrorism covered by the Terrorism Risk Insurance Act, as amended, that remain covered by this policy after the disposition of the federal program. We will calculate the premium charge as follows:

1. We will calculate the pro-rated premium shown in the Declarations for acts of terrorism from the effective date of your policy to the date of expiration or change of the federal program.

2. We will calculate the pro-rated premium charge for acts of terrorism that remain covered for the policy period that remains in effect from the expiration or change of the federal Program to the anniversary or expiration date of your policy.
3. We will add the amount determined in D.1. above to the amount determined in D.2. above. Such premium will be your revised annual premium for coverage for acts of terrorism.
 - a. If the revised annual premium determined above is an additional premium, this additional premium may be waived by us for the remainder of the policy term.
 - b. If the revised annual premium determined above is a return premium, we will refund this amount to you.

All other terms and conditions of the policy remain unchanged.

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Rate Information

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Supporting Document Schedules

Satisfied -Name: Expedited Filing Transmittal Document
Review Status: Approved 03/19/2008

Comments:

Attachment:

AR Expedited Filing Transmittal Document.pdf

Satisfied -Name: Policyholder Notices
Review Status: Approved 03/19/2008

Comments:

Attachments:

380139 12 07.pdf

380140 12 07.pdf

380141 12 07.pdf

380142 12 07 .pdf

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

This page applies to the following state(s) _____

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

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
Fireman's Fund Insurance Company	CA	0761-21873	94-1610280
American Automobile Insurance Company	MO	0761-21849	22-1608585
Associated Indemnity Corporation	CA	0761-21865	22-1708002
National Surety Corporation	IL	0761-21881	36-2704643
The American Insurance Company	NE	0761-21857	22-0731810

Contact Info for Filer

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Diane Sowell 33 W. Monroe Street Chicago, IL 60603	312-456-5146	866-613-6395	dsowell@ffic.com

Filing information

Line of Insurance (see attachment)	Other Liability
Company Program Title (Marketing title) (if applicable)	Commercial Umbrella & Excess
Filing Type ** see note below	Form (Endorsement)
This application is used with:	
Effective Date Requested	12/26/07
Filing date	3/17/08
Company Tracking Number	TRIPRA AR UMEX 12 07
Date filing approved in domiciliary state, if applicable	

	<u>Component/Form Name /Description/Synopsis</u>	<u>Form # or Rate Page Include edition date</u>	<u>Replacement Or withdrawn?</u>	<u>If replacement, give form # or rate page(s) it replaces</u>	<u>Previous State Filing Number, if required by state</u>
01	Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage; Cap on Insurer Participation in Payment of Terrorism Losses (Pursuant to Terrorism Risk Insurance Act)	178587 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	178587 04/06	
02	Exclusion Of Other Acts Of Terrorism Committed Outside the United States	178980 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	178980 11/02	
03	Exclusion of Certified Acts of Terrorism	178982 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	178982 11/02	
04	Exclusion Of Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States	178984 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	178984 11/02	
05	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism	178985 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	178985 11/02	

Adopted

06	Nuclear, Biological or Chemical Terrorism Exclusion (Other than Certified Acts of Terrorism)	178990 11/02	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
07	Coverage for Certified Acts of Terrorism	178993 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	178993 11/02	
08	Important Notice Regarding Terrorism Coverage	380139 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	380139 04/06	
09	Important Notice Regarding Terrorism Coverage	380140 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	380140 04/06	
10	Important Notice Regarding Terrorism Coverage	380141 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	380141 04/06	
11	Important Notice Regarding Terrorism Coverage	380142 12/07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	380142 04/06	

To be complete, a filing must include the following:

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

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

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


Signature

Diane Sowell
Print Name:

Regulatory Affairs Lead
Title:



Important Notice Regarding Terrorism Coverage – 380139 12 07

You are hereby notified that this policy will apply with respect to a “certified act of terrorism”, if coverage for such “certified act of terrorism” is provided by all scheduled **Primary Insurance** or **Underlying Insurance** that are subject to the Terrorism Risk Insurance Act, as amended.

As used in this message, “certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended (“The Act”). The criteria contained in The Act for a “certified act of terrorism” includes the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended; and
2. The act resulted in damage:
 - a. Within the United States (including its territories and possessions and Puerto Rico);
or
 - b. Outside the United States in the case of:
 - (1) An air carrier (as defined in Section 40102 of title 49, United States code) or United states flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States) regardless of where the loss occurs;
or
 - (2) The premises of any United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property, or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, 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, as amended, then 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.

If you have any questions, please contact your agent or broker representing the Fireman's Fund Insurance Companies.



Important Notice Regarding Terrorism Coverage – 380140 1207

You are hereby notified that under the Terrorism Risk Insurance Act, as amended ("The Act"), you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism, as defined in Section 102(1) of The Act: The term "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; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM**, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

This quotation includes an offer of coverage for losses due to certified acts of terrorism, as defined by The Act, and, if accepted, will be subject to the limit(s), terms and conditions of any policy subsequently issued. In addition, as with any other coverage under an umbrella policy, the scope of your coverage for terrorism is directly related to the coverage of your primary policy(ies). Our offer of certified acts of terrorism coverage is conditioned upon your acceptance and purchase of certified acts of terrorism coverage, as defined in The Act, for all policies of insurance which are scheduled in this policy as primary insurance for this policy that are subject to The Act. The quoted premium for this terrorism coverage is per attached quote.

In order to accept or reject this offer of certified acts of terrorism coverage for the premium stated above please do one of the following:

To Reject this offer, do **ALL** of the following:

- (1) Communicate your decision to your agent or broker representing the Fireman's Fund Insurance Companies; and
- (2) Mark the "Reject" option below, sign and date below, and return the original signed document to the address specified below.

To Accept this offer, you must do **ALL** of the following:

- (1) Communicate your decision to your agent or broker representing the Fireman's Fund Insurance Companies;
- (2) Accept and purchase certified acts of terrorism coverage in all scheduled primary insurance policies that are subject to The Act; and
- (3) Pay the premium by the due date shown on your premium billing.

WE STRONGLY RECOMMEND that you contact your insurance agent prior to accepting this offer.

Please note that any coverage mandated by applicable Standard Fire Policy laws or Workers Compensation laws in your state will not be affected by your rejection below of terrorism coverage.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Fireman's Fund Insurance Companies.

TERRORISM COVERAGE ELECTION:

I understand that this offer is conditional on my purchase of coverage for certified acts of terrorism, as defined in The Act, for all policies of insurance which are scheduled in this policy as primary insurance for this policy that are subject to The Act. I understand that if at a later time it is determined that any of the primary policies that are subject to The Act do not include coverage for certified acts of terrorism, as defined in The Act, then my election to accept this quote to purchase coverage for certified acts of terrorism, as defined in The Act, will be null and void. In that event, I also understand that the policy that I am purchasing will have no coverage for losses arising from certified acts of terrorism, as defined in The Act.

() I REJECT COVERAGE FOR LOSSES DUE TO CERTIFIED ACTS OF TERRORISM, AS DEFINED IN THE ACT.

Applicant:

Signature:

Title:

Date:

Insurance Company:

Please return to your agent or broker representing the Fireman's Fund Insurance Companies.



Important Notice Regarding Terrorism Coverage – 380141 12 07

You are hereby notified that under the Terrorism Risk Insurance Act, as amended ("The Act"), you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism, as defined in Section 102(1) of The Act: The term "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; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM**, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

This quotation includes an offer of coverage for losses due to certified acts of terrorism , as defined by The Act, and, if accepted, will be subject to the limit(s), terms and conditions of any policy subsequently issued. In addition, as with any other coverage under an excess liability policy, the scope of your coverage for terrorism is never broader than the coverage of your scheduled underlying policy(ies). The quoted premium for this certified acts of terrorism coverage is per attached quote.

In order to accept or reject this offer of certified acts of terrorism coverage for the premium stated above please do one of the following:

To Reject this offer, do **ALL** of the following:

- (1) Communicate your decision to your agent or broker representing the Fireman's Fund Insurance Companies; and
- (2) Mark the "Reject" option below, sign and date below, and return the original signed document to the address specified below.

To Accept this offer, you must do **ALL** of the following:

- (1) Communicate your decision to your agent or broker representing the Fireman's Fund Insurance Companies;
- (2) Accept and purchase certified acts of terrorism coverage on all scheduled underlying insurance that is subject to The Act; and
- (3) Pay the premium by the due date shown on your premium billing.

WE STRONGLY RECOMMEND that you contact your insurance agent prior to accepting this offer.

Please note that any coverage mandated by applicable Standard Fire Policy laws or Workers Compensation laws in your state will not be affected by your rejection below of terrorism coverage.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Fireman's Fund Insurance Companies.

TERRORISM COVERAGE ELECTION:

I understand that this offer is conditional on my purchase of coverage for certified acts of terrorism, as defined in The Act, for all policies of insurance which are scheduled in this policy as underlying insurance for this policy that are subject to The Act. I understand that if at a later time it is determined that any of the underlying policies that are subject to The Act do not include coverage for certified acts of terrorism, as defined in The Act, then my election to accept this quote to purchase coverage for certified acts of terrorism, as defined in The Act, will be ineffective. In that event, I also understand the policy that I am purchasing will have no coverage for losses arising from certified acts of terrorism, as defined in the Act.

() I REJECT COVERAGE FOR LOSSES DUE TO CERTIFIED ACTS OF TERRORISM, AS DEFINED IN THE ACT.

Applicant:

Signature:

Title:

Date:

Insurance Company:

Please return to your agent or broker representing the Fireman's Fund Insurance Companies.



Important Notice Regarding Terrorism Coverage – 380142 12 07

You are hereby notified that under the Terrorism Risk Insurance Act, as amended (“The Act”), you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism, as defined in Section 102(1) of The Act: The term “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; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT REGARDING THE INSURANCE COVERAGE YOU HAVE THE RIGHT TO PURCHASE FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM**, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW, HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

Our records indicate that you previously rejected coverage for losses arising out of certified acts of terrorism, as defined by The Act, when we provided you a quote for insurance. Accordingly, your policy does not currently provide this coverage. However, The Act requires that we again make an offer at this time. If you wish to change your decision and purchase certified acts of terrorism coverage, you must contact your agent or broker representing the Fireman's Fund Insurance Companies and request coverage so we can provide you with a new quote. If you do not do so, it will be presumed that you have rejected this offer of certified acts of terrorism coverage.

Please note that any coverage mandated by applicable Standard Fire Policy laws or Workers Compensation laws in your state will not be affected by your rejection of terrorism coverage.

This offer of coverage for losses due to certified acts of terrorism, as defined by The Act, if accepted, will be subject to the limit(s), terms and conditions of any policy or endorsement subsequently issued.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Fireman's Fund Insurance Companies.