

SERFF Tracking Number: LDRE-125558601 State: Arkansas
Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: G2508F
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability - Terrorism
Project Name/Number: Filing Commercial General Liability Terrorism Forms/G2508F

Filing at a Glance

Company: Great West Casualty Company

Product Name: Commercial General Liability - SERFF Tr Num: LDRE-125558601 State: Arkansas

Terrorism

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: G2508F

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Joy Landholm

Disposition Date: 03/21/2008

Date Submitted: 03/19/2008

Disposition Status: Accepted For Informational Purposes

Effective Date Requested (New): 04/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 04/01/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Filing Commercial General Liability Terrorism Forms

Status of Filing in Domicile: Authorized

Project Number: G2508F

Domicile Status Comments: Nebraska, our domicile state, is file and use

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 03/21/2008

State Status Changed: 03/21/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Our Company is filing the following Independent Commercial General Liability Forms for Terrorism Coverage with your Department for all policies written to become effective on or after April 1, 2008:

CG 49 26 01 08 - Cap on Losses from Certified Acts of Terrorism

CG 49 27 06 08 - Exclusion of Certified Acts of Terrorism And Exclusion of Other Acts of Terrorism Committed Outside

SERFF Tracking Number: LDRE-125558601 State: Arkansas
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the United States

CG 49 36 01 07 - Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)

Form CG 49 26 01 08 replaces Form CG 49 26 12 02 which was approved by your Department effective May 1, 2003. This form follows ISO wording on ISO Form CG 21 70 01 08 approved by your Department under ISO's Filing Designation Number CL-2007-OTRL1.

Form CG 49 27 06 08 replaces Form CG 49 27 12 02 which was approved by your Department effective May 1, 2003. This form follows ISO wording on ISO Form CG 21 75 06 08 approved under ISO's Filing Designation # CL-2008-OTOAL.

Form CG 49 36 01 07 replaces Form CG 49 36 05 04 which was approved by your Department effective January 1, 2005. This form follows ISO wording on ISO Form CG 21 87 01 07 approved by your Department under ISO's Filing Designation Number CL-2006-OTF01.

Company and Contact

Filing Contact Information

Joy Landholm, Compliance Technician
1100 W. 29th Street
South Sioux City,, NE 68776

j.landholm@gwccnet.com
(800) 228-8602 [Phone]
(402) 494-7480[FAX]

Filing Company Information

Great West Casualty Company
1100 W. 29th Street
So. Sioux City, NE 68776
(402) 494-2411 ext. [Phone]

CoCode: 11371
Group Code: 150
Group Name:
FEIN Number: 47-6024508

State of Domicile: Nebraska
Company Type: P & C
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Nebraska, our domicile state, has NO filing fee

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1 filing X \$50.00 = \$50.00

Per Company: No

SERFF Tracking Number: LDRE-125558601 State: Arkansas
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great West Casualty Company	\$50.00	03/19/2008	18797649

SERFF Tracking Number: LDRE-125558601 State: Arkansas
Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
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TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability - Terrorism
Project Name/Number: Filing Commercial General Liability Terrorism Forms/G2508F

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Edith Roberts Informational Purposes		03/21/2008	03/21/2008

SERFF Tracking Number: LDRE-125558601 *State:* Arkansas
Filing Company: Great West Casualty Company *State Tracking Number:* EFT \$50
Company Tracking Number: G2508F
TOI: 17.2 Other Liability - Occurrence Only *Sub-TOI:* 17.2001 Commercial General Liability
Product Name: Commercial General Liability - Terrorism
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Disposition

Disposition Date: 03/21/2008

Effective Date (New):

Effective Date (Renewal):

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LDRE-125558601 State: Arkansas
 Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Accepted for Informational Purposes	Yes
Supporting Document	Expedited Form	Accepted for Informational Purposes	Yes
Supporting Document	Explanatory Memo	Accepted for Informational Purposes	Yes
Supporting Document	Policy Holder Disclosure	Accepted for Informational Purposes	Yes
Form	Cap on Losses from Certified Acts of Terrorism	Accepted for Informational Purposes	Yes
Form	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States	Accepted for Informational Purposes	Yes
Form	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act	Accepted for Informational Purposes	Yes

SERFF Tracking Number: LDRE-125558601 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Accepted for Information al Purposes	Cap on Losses from Certified Acts of Terrorism	CG 49 26	01 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 49 26 12 02 Previous Filing #:		CG 49 26 01 08.pdf
Accepted for Information al Purposes	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States	CG 49 27	06 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 49 27 12 02 Previous Filing #:		CG 49 27 06 08.pdf
Accepted for Information al Purposes	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act	CG 49 36	01 07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 49 36 05 04 Previous Filing #:		CG 49 36 01 07.pdf

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

PREMIUM:

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- B.** "**Certified act of terrorism**" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - 1.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- C. APPLICATION OF OTHER EXCLUSIONS**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, such as losses excluded by a Nuclear Hazard Exclusion or a War or Military Action Exclusion.
- D.** Any deductible or retained amount in this Coverage Part shall not apply to any loss caused by a "certified act of terrorism".

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "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 exclusion; 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. above 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. The following definitions are added:

1. For the purposes of this endorsement, "**any injury or damage**" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", injury or environmental damage as may be defined in any applicable Coverage Part.

2. "**Certified act of terrorism**" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act 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;

b. The act resulted in damage:

(1) Within the United States (including its territories and possessions and Puerto Rico); or

(2) Outside of 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.

3. "**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 a "certified act of terrorism".

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 Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

Named Insured	Endorsement effective	Number
GREAT WEST CASUALTY COMPANY	Countersigned by	

(Authorized Representative)

A. APPLICABILITY OF THE PROVISIONS OF THIS ENDORSEMENT

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

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

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

(1) Increase our statutory percentage deductible under the "Program" for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

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

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

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

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

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

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

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

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

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

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

- 1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2.** Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3.** The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5.** The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- 6.** 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.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs C.5. or C.6. are exceeded.

With respect to this Exclusion, Paragraphs C.5. and C.6. describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

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Product Name: Commercial General Liability - Terrorism
Project Name/Number: Filing Commercial General Liability Terrorism Forms/G2508F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LDRE-125558601 State: Arkansas
Filing Company: Great West Casualty Company State Tracking Number: EFT \$50
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TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability - Terrorism
Project Name/Number: Filing Commercial General Liability Terrorism Forms/G2508F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Accepted for Informational Purposes 03/21/2008
Comments:	
Attachments: PC TD-1.pdf PC FFS-1.pdf	
Satisfied -Name: Expedited Form	Review Status: Accepted for Informational Purposes 03/21/2008
Comments:	
Attachment: Expedited Form.pdf	
Satisfied -Name: Explanatory Memo	Review Status: Accepted for Informational Purposes 03/21/2008
Comments:	
Attachment: Explanatory Memo.pdf	
Satisfied -Name: Policy Holder Disclosure	Review Status: Accepted for Informational Purposes 03/21/2008
Comments:	
Attachment: HO 01 06 01 08.pdf	

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only 	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">2. Insurance Department Use only</td> </tr> <tr> <td colspan="2">a. Date the filing is received:</td> </tr> <tr> <td colspan="2">b. Analyst:</td> </tr> <tr> <td colspan="2">c. Disposition:</td> </tr> <tr> <td colspan="2">d. Date of disposition of the filing:</td> </tr> <tr> <td colspan="2">e. Effective date of filing:</td> </tr> <tr> <td style="width: 60%;">New Business:</td> <td></td> </tr> <tr> <td>Renewal Business:</td> <td></td> </tr> <tr> <td colspan="2">f. State Filing #:</td> </tr> <tr> <td colspan="2">g. SERFF Filing #: LDRE-125558601</td> </tr> <tr> <td style="width: 60%;">h. Subject Codes:</td> <td></td> </tr> </table>	2. Insurance Department Use only		a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business:		Renewal Business:		f. State Filing #:		g. SERFF Filing #: LDRE-125558601		h. Subject Codes:	
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h. Subject Codes:																							

3.	Group Name	Group NAIC#
	Old Republic Group	0150

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

5.	Company Tracking Number	G2508F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Mark Galvin Great West Casualty Company P. O. Box 277 South Sioux City NE 68776	Forms Attorney	1-800-228-8602 Ext. 7731	1-402-494-7480	m.galvin@gwccnet.com
7.	Signature of authorized filer		<i>Mark Galvin</i>		
8.	Please print name of authorized filer		Mark Galvin, Forms Attorney		

Filing Information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	17.2 - Other Liability - Occ Only
10.	Sub-Type of Insurance (Sub-TOI)	17.2002 Comml General Liab
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	Commercial
12.	Company Program Title (Marketing title)	Commercial General Liability
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 04-01-2008 Renewal: 04-01-2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	March 19, 2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	G2508F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Our Company is filing the following Independent Commercial General Liability Forms for Terrorism Coverage with your Department for all policies written to become effective on or after April 1, 2008:

CG 49 26 01 08 Cap on Losses from Certified Acts of Terrorism

CG 49 27 06 08 Exclusion of Certified Acts of Terrorism And Exclusion of Other Acts of Terrorism Committed Outside the United States

CG 49 36 01 07 Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)

Form CG 49 26 01 08 replaces Form CG 49 26 12 02 which was approved by your Department effective May 1, 2003. This form follows ISO wording on ISO Form CG 21 70 01 08 approved by your Department under ISO's Filing Designation Number CL-2007-OTRL1.

Form CG 49 27 06 08 replaces Form CG 49 27 12 02 which was approved by your Department effective May 1, 2003. This form follows ISO wording on ISO Form CG 21 75 06 08 approved under ISO's Filing Designation # CL-2008-OTOAL.

Form CG 49 36 01 07 replaces Form CG 49 36 05 04 which was approved by your Department effective January 1, 2005. This form follows ISO wording on ISO Form CG 21 87 01 07 approved by your Department under ISO's Filing Designation Number CL-2006-OTF01.

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

Amount: \$50.00

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

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

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	G2508F
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Cap on Losses from Certified Acts of Terrorism	CG 49 26 01 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 49 26 12 02	
02	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States	CG 49 27 06 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 49 27 12 02	
03	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	CG 49 36 01 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 49 36 05 04	
04			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
05			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
06			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
07			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
08			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
09			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
10			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

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

This page applies to the following state(s) Arkansas

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

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

Filing Information

Line of Insurance (see attachment)	17.2 - Other Liability - Occ Only
Company Program Title (Marketing title) (if applicable)	Commercial General Liability
Filing Type **see note below	Endorsement
This application is used with:	CG1003
Effective Date(s) Requested	April 1, 2008
Filing Date	March 19, 2008
Company Tracking Number	G2508F
Date filing approved in domiciliary state, if applicable	Our home state of Nebraska is a use & file state, April 1, 2008

	<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	Cap on Losses from Certified Acts of Terrorism	CG 49 26 01 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 49 26 12 02	
02	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States	CG 49 27 06 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 49 27 12 02	
03	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	CG 49 36 01 07	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	CG 49 36 05 04	
04			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

To be complete, a filing must include the following:

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

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

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

 _____ Signature	Mark Galvin _____ Print Name	Forms Attorney _____ Title
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EXPLANATORY MEMO

RE: Independent Forms Filing
Commercial General Liability
Company NAIC # - 0150-11371
Company Filing Number – G2508F

Our Company is filing the following Independent Commercial General Liability Forms for Terrorism Coverage with your Department for all policies written to become effective on or after April 1, 2008:

- CG 49 26 01 08 Cap on Losses from Certified Acts of Terrorism
- CG 49 27 06 08 Exclusion of Certified Acts of Terrorism And Exclusion of Other Acts of Terrorism Committed Outside the United States
- CG 49 36 01 07 Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)

Form CG 49 26 01 08 replaces Form CG 49 26 12 02 which was approved by your Department effective May 1, 2003. This form follows ISO wording on ISO Form CG 21 70 01 08 approved by your Department under ISO's Filing Designation Number CL-2007-OTRL1.

Form CG 49 27 06 08 replaces Form CG 49 27 12 02 which was approved by your Department effective May 1, 2003. This form follows ISO wording on ISO Form CG 21 75 06 08 approved under ISO's Filing Designation # CL-2008-OTOAL.

Form CG 49 36 01 07 replaces Form CG 49 36 05 04 which was approved by your Department effective January 1, 2005. This form follows ISO wording on ISO Form CG 21 87 01 07 approved by your Department under ISO's Filing Designation Number CL-2006-OTF01.



POLICY NUMBER: _____

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You have the right to purchase insurance coverage for loss arising out of an act of terrorism. The term "act of terrorism" means all acts of terrorism, both certified acts and other acts. Certified acts are those declared by the Secretary of the Treasury to meet the requirements under the Terrorism Risk Insurance Act as amended. Other acts are all acts of terrorism that are not certified. (Certified acts and other acts of terrorism are defined on the back of this form.)

Losses incurred by an insurance company that are caused by a certified act of terrorism are partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States reimburses the Insurance Company 85% of covered terrorism losses exceeding the statutorily established deductible paid by the Insurer. If you select coverage for terrorism, the premium charged for this coverage does not include any charge for the portion of loss covered by the federal government under the act.

You have the option to select or reject coverage for all acts of terrorism, both certified acts of terrorism and other acts of terrorism. If you select it, a premium will be charged for the terrorism coverage. The premium is based on a percentage of your premium for each line of coverage and may also vary by type of operation. The rate for each line of coverage is as follows:

Commercial Auto Liability and Physical Damage / Inland Marine / Cargo:

3% for tank or intermodal carriers; 2% for reefer or dry freight haulers; 1% for all other carriers.

General Liability: 15% for tank or intermodal carriers; 8% for reefer or dry freight haulers; 5% for all other carriers.

Commercial Umbrella:

20% for haulers of gasoline/propane and/or highly explosive material; 10% for hazardous material haulers, (other than gasoline/propane and/or other highly explosive material); 5% for haulers of general commodities.

The terrorism premium is calculated as a percentage of your policy premium before any debits or credits, modifications, or factors are applied to your policy. As such, your actual terrorism premium may be different than the premium on your policy multiplied by the above rate. Your specific terrorism premium will be separately identified in your policy if you elect to purchase terrorism coverage.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE (Please indicate your selection by an)

- I **want** coverage for certified acts of terrorism and other acts of terrorism. I understand there is a charge for the coverage and I will be billed a premium.
- I **do not want** coverage for certified acts of terrorism and other acts of terrorism. I understand that I will have no coverage for terrorism losses arising from any act of terrorism.

THIS FORM MUST BE RETURNED BEFORE THE EFFECTIVE DATE OF YOUR POLICY. IF WE DO NOT RECEIVE THIS SELECTION FORM, TERRORISM COVERAGE MAY BE INCLUDED IN YOUR POLICY AND YOU MAY BE BILLED FOR THE PREMIUM.

THE UNDERSIGNED UNDERSTANDS THAT THIS ELECTION TO PURCHASE OR EXCLUDE TERRORISM COVERAGE WILL APPLY TO THIS POLICY, ANY FUTURE RENEWALS OF THIS POLICY, AND ALL REPLACEMENT POLICIES ISSUED BY GREAT WEST CASUALTY COMPANY OR ANY OF ITS AFFILIATES UNTIL YOU NOTIFY US IN WRITING TO CHANGE YOUR SELECTION.

Applicant/ Named Insured:		Date:	
Signature By:		Title:	

FREQUENTLY ASKED QUESTIONS ABOUT TERRORISM COVERAGE

Q: *What is the difference between a 'Certified' act of terrorism and an "Other act of terrorism"?*

A: An act of terrorism may be 'certified' by the Secretary of the Treasury under the Terrorism Risk Insurance Act as amended (TRIA) to be an act of terrorism. If an act of terrorism is certified, it is covered by certain provisions under the act. To be certified, an act of terrorism must be: 1) a violent act or an act that is dangerous to human life, property, or infrastructure; 2) 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 3) 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. The act of terrorism must result in damage in excess of \$5 million to be certified. As amended, TRIA no longer includes Commercial Auto coverage. As such, any loss under a commercial auto policy will never be a certified act of terrorism. Any act of terrorism resulting in a commercial auto loss will always be considered an "other act of terrorism". Other acts of terrorism include all acts of terrorism that are not certified. For other acts of terrorism, there is a threshold of \$25 million of total insured damage, except for acts that result from the use of nuclear, biological, or chemical materials, that must be reached before the exclusion applies.

Q: *What does the Terrorism Risk Insurance Act as amended do?*

A: The Terrorism Risk Insurance Act as amended provides a federal government insurance backstop in the event of a certified act of terrorism. The Act also places a cap on ALL payments that will be made for acts of terrorism in any one year at \$100 billion. At that point, no further federal reimbursements will be made and individual insurers are not liable for further loss payments. If the aggregate insured losses for all insurers exceeds \$100 billion, your coverage may be reduced.

Q: *Do I need coverage for terrorism?*

A: Only you can answer that question based upon your perceived risk of exposure, your financial situation, and the level of risk that you are comfortable retaining. Insurers must have terrorism coverage available for you to purchase to the extent that a policy would cover that same type of loss if it came from a non-terrorist event.

Q: *What do I need to do with this form?*

A: This form MUST be signed and returned. After you have made your decision and indicated on the front of the form whether or not you want to purchase coverage for terrorism, sign the form and return it. **IF YOU DO NOT RETURN THE FORM, YOU MAY AUTOMATICALLY BE BILLED FOR TERRORISM COVERAGE.** Please contact your agent if you have questions about this Notice or your coverage.

Q: *I haul several different types of commodities in different types of trailers. How do I know what type of operation I am and what my rate would be for terrorism coverage?*

A: Great West has identified the type of operation for each of its insured's based on the predominate commodity that it hauls. If you are involved in more than one type of operation and are unsure how you would be classified, please contact your agent for assistance.

Q: *Does the exclusion for terrorism coverage apply to all lines of insurance the same?*

A: For Auto Liability, Uninsured and/or Underinsured Motorists and Personal Injury Protection Coverage in some states, the terrorism exclusion only applies above the minimum limits required for these coverages by the state's Financial Responsibility Statutes and/or Motor Vehicle Liability Insurance Statutes. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to losses resulting from an act of terrorism, for limits up to the minimum state compulsory limits of insurance for Auto Liability, Uninsured and/or Underinsured Motorists Coverage and Personal Injury Protection Coverage.

Q: *What if I have a retention policy? How will the retention work with the terrorism coverage?*

A: Terrorism losses will not be subject to your retention, i.e. you will have first dollar coverage for all losses from terrorism. Likewise, your terrorism premium will be calculated based upon your premium before any credits are applied for your retention. Your terrorism premium is also calculated before any other debits or credits are applied to your policy.

Q: *How is the Insurer deductible calculated?*

A: Each Insurer must meet an annual aggregate deductible before they are eligible to receive federal funds for losses. The deductible is 20% of the prior year's earned premium.

Q: *What are policyholder surcharges?*

A: Surcharges are additional charges that the federal government may make to build up the federal fund to provide for its share of terrorism losses. The Treasury Department will determine if, when and how much the surcharge may be. The surcharges will be applied to all covered lines of insurance, (whether or not you have selected coverage on your individual policy), and will be based on a percentage of the premium. You will be notified later if a surcharge will be applied to your policy.