

SERFF Tracking Number: QBEC-125502336 State: Arkansas
Filing Company: National Farmers Union Property and Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: 8
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability Sub-TOI: 05.0003 Commercial Package
Product Name: Rural Utilities Insurance Plan
Project Name/Number: /

Filing at a Glance

Company: National Farmers Union Property and Casualty Company
Product Name: Rural Utilities Insurance Plan SERFF Tr Num: QBEC-125502336 State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 05.0003 Commercial Package Co Tr Num: 8 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Author: Julie Torpey Disposition Date: 03/10/2008
Date Submitted: 03/04/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New): 03/01/2008
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 03/01/2008
State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 03/10/2008
State Status Changed: 03/10/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
We are filing five revised endorsements due to changes in the terrorism reauthorization act. We are also submitting the Disclosure Notice for informational purposes.

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 Liability
 Product Name: Rural Utilities Insurance Plan
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Company and Contact

Filing Contact Information

Julie Torpey, Laws and Forms Analyst jtorpey@nfuic.com
 5619 DTC Parkway (303) 338-2127 [Phone]
 Greenwood Village, CO 80111-3013

Filing Company Information

National Farmers Union Property and Casualty CoCode: 16217 State of Domicile: Colorado
 Company
 5619 DTC Parkway Group Code: 796 Company Type: Property and
 Casualty
 Greenwood Village, CO 80111-3013 Group Name: State ID Number:
 (419) 747-9933 ext. [Phone] FEIN Number: 84-0982643

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Farmers Union Property and Casualty Company	\$50.00	03/04/2008	18304700

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	03/10/2008	03/10/2008

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Disposition

Disposition Date: 03/10/2008

Effective Date (New): 03/01/2008

Effective Date (Renewal): 03/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Cap on Losses from Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Biological or Chemical Terrorism	Approved	Yes
Form	Exclusion of Other Acts of Terrorism Committed Outside the United States	Approved	Yes
Form	Terrorism Risk Insurance Program Reauthorization Act Coverage Disclosure/Selection Form	Approved	Yes
Form	Exclusion 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	Cap on Losses from Certiifed Acts of Terrorism	SP704	01/08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 SP704 09/06 Previous Filing #:		SP704 0108.pdf
Approved	Exclusion of Certified Acts of Terrorism	SP705	01/08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 SP705 09/06 Previous Filing #:		SP705 0108.pdf
Approved	Exclusion of Biological or Chemical Terrorism	RP125	01/08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RP125 09/06 Previous Filing #:		RP125 0108.pdf
Approved	Exclusion of Other Acts of Terrorism Committed Outside the United States	RP126	01/08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RP126 09/06 Previous Filing #:		RP126 0108.pdf
Approved	Terrorism Risk Insurance Program Reauthorization Act Coverage Disclosure/Selection Form			Disclosure/ New Notice		0.00	TRIPRA 2007 Disclosure Notice.pdf
Approved	Exclusion of Terrorism	RP137	12/06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 RP137 0906 Previous Filing #:		RP137 1206.pdf

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance under the following:

I. PROPERTY AND RELATED COVERAGES

Cap On Certified Terrorism Losses

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

II. LIABILITY AND RELATED COVERAGES

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.

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.

III. Application Of Exclusions

The terms and limitation of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any **loss** which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the NUCLEAR HAZARD EXCLUSION or the WAR AND MILITARY ACTION EXCLUSION.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

I. PROPERTY AND RELATED COVERAGES

- A. The following definition is added with respect to the provisions of this endorsement:

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

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B. The following exclusion is added:

Certified Act Of Terrorism Exclusion

We will not pay for loss or damage caused directly or indirectly by a **certified act of terrorism**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The **Exception Covering Certain Fire Losses** applies to property located in the following state(s): California, Connecticut; Georgia; Hawaii; Illinois; Iowa; Maine; Massachusetts; Missouri; New Jersey; New York; North Carolina; Oregon; Rhode Island; Virginia; Washington; West Virginia; Wisconsin.

If a **certified act of terrorism** results in fire, we will pay for the **loss** or damage caused by that fire. Such coverage for fire applies only to direct **loss** or damage by fire to PROPERTY COVERED. Therefore, for example, the coverage does not apply to insurance provided for Business Income and/or Extra Expense coverage or endorsement which apply to those coverages.

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.

II. LIABILITY AND RELATED COVERAGES

- 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**.

- 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 the policy to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal injury or advertising injury** as may be defined in the policy.

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; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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.

III. 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 the policy, such as losses excluded by the NUCLEAR HAZARD EXCLUSION or THE WAR AND MILITARY ACTION EXCLUSION.

EXCLUSION OF BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

Rural Utilities Insurance Plan

I. **PROPERTY AND RELATED COVERAGES;**

A. The following exclusion is added:

Terrorism

This insurance does not apply to any **loss** or damage arising directly or indirectly out of an **act of terrorism** involving biological or chemical terrorism. However, with respect to an **act of terrorism**, this exclusion applies only when one or more of the following are attributed to such act:

1. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
2. pathogenic or poisonous biological or chemical materials are released and it appears that one purpose of the terrorism was to release such materials.

B. With respect to this exclusion, the following definition is added:

An **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 terrorism act pursuant to the Federal Terrorism Risk Insurance Act. Multiple incidents of an **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. An exception covering certain fire losses applies to any property located in the following states:

California	Illinois	Missouri	Oregon	West Virginia
Connecticut	Iowa	New Jersey	Rhode Island	Wisconsin
Georgia	Maine	New York	Virginia	
Hawaii	Massachusetts	North Carolina	Washington	

If an **act of terrorism** results in a fire in one of the states listed above, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to covered property.

In the event of any incident of an **act of terrorism** that is not subject to this exclusion, coverage does not apply when otherwise excluded under the policy or any applicable endorsement.

II. LIABILITY AND RELATED COVERAGES

A. The following exclusion is added:

Terrorism

This insurance does not apply to **any injury or damage** arising directly or indirectly out of an **act of terrorism** involving biological or chemical terrorism. However, with respect to an **act of terrorism**, this exclusion applies only when one or more of the following are attributed to such act:

1. the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
2. pathogenic or poisonous biological or chemical materials are released and it appears that one purpose of the terrorism was to release such materials.

B. With respect to this exclusion, the following definitions are added:

1. **Any injury or damage** means any injury or damage covered under the Liability and Related Coverages provision to which this endorsement is applicable or covered under any endorsement modifying the Liability and Related Coverages provision and includes but is not limited to bodily injury, property damage, personal injury or advertising injury as may be defined in the Liability and Related Coverages provision or in any endorsement modifying the Liability and Related Coverages provision.
2. An **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 terrorism act pursuant to the Federal Terrorism Risk Insurance Act. Multiple incidents of an **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.

In the event of any incident of an **act of terrorism** that is not subject to this exclusion, coverage does not apply when otherwise excluded under the policy or any applicable endorsement.

EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

This endorsement modifies insurance provided under the following:

Rural Utilities Insurance Plan

I. LIABILITY AND RELATED COVERAGES

A. The following exclusion is added:

Other Acts of Terrorism

This insurance does not apply to any **bodily injury, property damage, personal injury, or advertising injury** arising directly or indirectly out of an **other acts of terrorism** that is committed outside the United States (including its territories and possessions and Puerto Rico), but within the covered **territory**. However, with respect to **other acts of terrorism**, this exclusion applies only when the following conditions are met:

1. the **other acts of terrorism** results in industry wide insured losses that exceed \$25,000,000 for related incidents that occur within a seventy-two hour period; or
2. the **other acts of terrorism** results in fifty or more persons sustaining death or serious physical injury from related incidents that occur within a seventy-two hour period. For the purpose of this provision serious physical injury means:
 - a. physical injury that involves a substantial risk of death;
 - b. protracted and obvious physical disfigurement; or
 - c. protracted loss of or impairment of the function of a bodily member or organ.

B. The following definition is added:

Other acts 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 a 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.

Multiple incidents of an **other acts 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 an **other acts of terrorism** that is not subject to this exclusion, coverage does not apply when otherwise excluded under the policy or any applicable endorsement.

In the event of any incident of an **other act of terrorism** that is not subject to this exclusion, coverage does not apply when otherwise excluded under the policy or any applicable endorsement.

National Farmers Union
Property and Casualty Company
5619 DTC Parkway, Suite 300
Greenwood Village, CO 80111-3136
Office: (303)-337-5500

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT COVERAGE DISCLOSURE/SELECTION FORM

Dear Farmers Union Insurance Policyholder:

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "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 case of certain air carriers or vessels 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. The amended Act removes the distinction between foreign and domestic terrorism.

You should know that where 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 that statutorily established deductible paid by Farmers Union Insurance. 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 Farmers Union Insurance'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 exceed \$100 billion, your coverage may be reduced.

If this is a renewal policy and you do not return this form, you are accepting the terms of your policy reflecting your previous decision regarding terrorism coverage. Please refer to your policy to see if you accepted or rejected coverage for "certified acts of terrorism". If you would like to make a change to your policy, please check the appropriate box below and return to Farmers Union Insurance. If this is a new policy, please make your selection below and have your agent submit to Farmers Union Insurance.

	I elect to accept terrorism coverage for a prospective premium surcharge of % of the policy premium. This premium surcharge does not include a charge for the portion of loss covered by the federal government.
	I elect to reject terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism as described in the exclusion(s).

Print Name

Date

Policy Number

Policyholder/Applicant's Signature

Named Insured

Sincerely,

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

RURAL UTILITIES INSURANCE PLAN

I. AUTO COVERAGES

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, appear in bold type:

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, damage, loss or expense** means any injury, damage, loss or expense covered under the policy to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage and loss** as may be defined under the policy or any applicable endorsement.

B. Except with respect to **II. AUTO PHYSICAL DAMAGE**, the following exclusion is added:

EXCLUSION OF TERRORISM

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

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

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds 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 the policy or any applicable endorsement.

- C.** With respect to **II. AUTO PHYSICAL DAMAGE**, the following exclusion is added:

EXCLUSION OF TERRORISM

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

- 1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
- 3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or

- 5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, **we** will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any **terrorism** exclusions.

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

With respect to this Exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **terrorism**, there is no coverage under the policy or any applicable endorsement.

- D.** In the event of any incident of **terrorism** that is not subject to the Exclusion in Paragraphs **I. B.** or **I. C.**, coverage does not apply to **any injury, damage, loss or expense** that is otherwise excluded under the policy or any applicable endorsement.

II. CRIME COVERAGES

- A.** The following definition is added and applies under this endorsement wherever the term terrorism appears in bold type.

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

- 1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

- b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

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

1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials; or
5. The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, **we** will include all insured damage sustained by property of all persons and entities affected by the **terrorism** and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of **terrorism** which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold is exceeded.

With respect to this Item **B.5.**, the immediately preceding paragraph describes the threshold used to measure the magnitude of an incident of **terrorism** and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of **terrorism**, there is no coverage under this Policy.

- C. In the event of any incident of **terrorism** that is not subject to the Exclusion in Paragraphs **II. B.**, coverage does not apply to **loss** that is otherwise excluded under the policy or any applicable endorsement.

The provisions of the policy apply unless modified by this endorsement.

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Company
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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: Rural Utilities Insurance Plan
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: QBEC-125502336 State: Arkansas
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Company
Company Tracking Number: 8
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
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Product Name: Rural Utilities Insurance Plan
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 03/10/2008

Comments:

Attachments:

TRIA Expedited Filing Form. page 1.pdf
TRIA Expedited Filing Form. page 2.SP705.pdf
TRIA Expedited Filing Form. page 3.pdf

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

This page applies to the following state(s) _____

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

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
National Farmers Union Property and Casualty Company	CO	0796-16217	84-0982643

Contact Info for Filer

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Julia A. Torpey 5619 DTC Parkway Suite 300 Greenwood Village, CO 80111-3137	800-347-1961 X2127	303-338-2125	jtorpey@nfuic.com

Filing information

Line of Insurance (see attachment)	Commercial Multi-peril
Company Program Title (Marketing title) (if applicable)	Rural Utilities Insurance Plan
Filing Type ** see note below	Form
This application is used with:	RP-101
Effective Date Requested	3/1/08
Filing date	2/20/08
Company Tracking Number	
Date filing approved in domiciliary state, if applicable	na

	<u>Component/Form Name</u> <u>/Description/Synopsis</u>	<u>Form # or Rate Page</u> <u>Include edition date</u>	<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>
03	Exclusion of Biological and Chemical Terrorism	RP125 (01/08)	[X] Replacement [] Withdrawn [] Neither	RP125 (09/06)	
04	Exclusion of Other Acts of Terrorism	RP126 (01/08)	[X] Replacement [] Withdrawn [] Neither	RP126 (09/06)	

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

 Julia A. Torpey_____
 Print Name:

 Laws and Forms Analyst
 Title:

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01	Cap on Losses from Certified Acts of Terrorism	SP704 (01/08)	[X] Replacement [] Withdrawn [] Neither	SP704 (09/06)	
02	Exclusion of Certified Acts of Terrorism	SP705 (01/08)	[X] Replacement [] Withdrawn [] Neither	SP705 (09/06)	

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_Julia A. Torpey_____ _Laws and Forms Analyst_____

Signature

Print Name:

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03	Exclusion of Terrorism	RP137 (12/06)	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	RP137 (09/06)	
04			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

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