

SERFF Tracking Number: WESA-125524148 State: Arkansas  
First Filing Company: TNUS Insurance Company, ... State Tracking Number: #? \$?  
Company Tracking Number: 08-AR-2-CU-11-9  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Commercial Umbrella Liability  
Project Name/Number: Commercial Umbrella Liability/

## Filing at a Glance

Companies: TNUS Insurance Company, Tokio Marine & Nichido Fire Insurance Co., Ltd.

Product Name: Commercial Umbrella Liability SERFF Tr Num: WESA-125524148 State: Arkansas

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #? \$?

Made/Occurrence

Sub-TOI: 17.0020 Commercial Umbrella & Excess Co Tr Num: 08-AR-2-CU-11-9 State Status: Fees verified and received

Filing Type: Rate/Rule Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Westmont Associates

Disposition Date: 03/13/2008

Date Submitted: 03/11/2008

Disposition Status: Accepted For

Informational Purposes

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Commercial Umbrella Liability

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments: Pending in New York.

Reference Organization: None

Reference Number: None

Reference Title: n/a

Advisory Org. Circular: n/a

Filing Status Changed: 03/13/2008

State Status Changed: 03/13/2008

Deemer Date:

Corresponding Filing Tracking Number: 08-AR-3-CU-10-9

Filing Description:

Submission of the Company's 2008 Commercial Umbrella product.

## Company and Contact

SERFF Tracking Number: WESA-125524148 State: Arkansas  
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 Product Name: Commercial Umbrella Liability  
 Project Name/Number: Commercial Umbrella Liability/

**Filing Contact Information**

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

Sherri Nierzwicki, Analyst sherri@westmontlaw.com  
 25 Chestnut Street (856) 216-0220 [Phone]  
 Haddonfield, NJ 08033 (856) 216-0303[FAX]

**Filing Company Information**

TNUS Insurance Company	CoCode: 32301	State of Domicile: New York
230 Park Avenue	Group Code: 3098	Company Type:
New York, NY 10169	Group Name:	State ID Number:
(212) 297-6600 ext. [Phone]	FEIN Number: 20-0940754	

Tokio Marine & Nichido Fire Insurance Co., Ltd.	CoCode: 12904	State of Domicile: New York
230 Park Avenue	Group Code: 3098	Company Type:
New York, NY 10169	Group Name:	State ID Number:
(212) 297-6600 ext. [Phone]	FEIN Number: 13-6108722	

**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? No  
 Fee Explanation: \$100.00 filing fee  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
TNUS Insurance Company	\$0.00	03/11/2008	
Tokio Marine & Nichido Fire Insurance Co., Ltd.	\$0.00	03/11/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
27343	\$100.00	03/10/2008

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Edith Roberts Informational Purposes		03/13/2008	03/13/2008

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## Disposition

Disposition Date: 03/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Accepted For Informational Purposes

Comment: Terrorism - no fee required/accepted for informational purposes.

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

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

SERFF Tracking Number: WESA-125524148 State: Arkansas  
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 Company Tracking Number: 08-AR-2-CU-11-9  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
 Product Name: Commercial Umbrella Liability  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Rules Side by Side	Accepted for Informational Purposes	Yes
Supporting Document	Rule Explanatory Memos	Accepted for Informational Purposes	Yes
Supporting Document	Expedited Transmittal Form	Accepted for Informational Purposes	Yes
Supporting Document	Letters of Authorization	Accepted for Informational Purposes	Yes
Supporting Document	Cover Letter	Accepted for Informational Purposes	Yes
Rate	Terrorism Coverage - Commercial Umbrella Exception Pages	Accepted for Informational Purposes	Yes

SERFF Tracking Number: WESA-125524148 State: Arkansas  
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Product Name: Commercial Umbrella Liability  
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## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125524148 State: Arkansas  
First Filing Company: TNUS Insurance Company, ... State Tracking Number: #? \$?  
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Product Name: Commercial Umbrella Liability  
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## Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Accepted for Informational Purposes	Terrorism Coverage - Commercial Umbrella Exception Pages	Pages 1 through 6	Replacement	Exception Pages - Clean Version.pdf

**Terrorism Coverage – Commercial Umbrella**  
**ADDITIONAL RULES**

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**A1. TERRORISM ENDORSEMENT OPTIONS**

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**INTRODUCTION**

The “Terrorism Risk Insurance Act” (TRIA) establishes a program within the Department of the Treasury in which the federal government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism provided the terrorist act results in aggregate losses in excess of an amount stated in the Act. With respect to insured losses resulting from a certified act of terrorism, the federal government will reimburse individual insurers for a percentage of losses (as stated in the Act) in excess of the insurer's retention, which is based on a specified percentage of the insurer's earned premium for the year preceding the loss. Insured losses covered by the Program are capped at \$100 billion per year; this provision serves to limit insurers' liability for losses. If a terrorism event pierces the cap of a given year, insured losses paid (amounts below the cap) under the federal program may be subject to pro rata allocation in accordance with procedures established by the Treasury. All insurers providing umbrella liability insurance are required to participate in the Program to the extent of making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to non-terrorism events.

For all new and renewal business, an insurer must make available to insureds coverage for losses caused by federally certified acts of terrorism, subject to underlying policy provisions. The insurer must disclose to the policyholder the premium for losses covered and the federal share of compensation for such losses under the Program and the existence of the \$100 billion cap, at the time of offer, purchase and renewal of the policy.

COMMERCIAL LINES MANUAL  
EXCEPTION PAGES

**A. The TRIA Environment**

**THE FOLLOWING PARAGRAPHS, A.1. AND A.2., INSTRUCT ON THE USAGE OF TERRORISM ENDORSEMENT OPTIONS THAT MAY BE ATTACHED TO POLICIES THAT BECOME EFFECTIVE WHILE THE TERRORISM RISK INSURANCE PROGRAM IS IN EFFECT.**

**REFER TO PARAGRAPH B. OF THIS RULE FOR ADDITIONAL INSTRUCTIONS REGARDING THOSE POLICIES THAT WILL CONTINUE PAST THE ANTICIPATED TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM. POLICIES THAT BEGIN IN THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM MAY REQUIRE THE USE OF TWO ENDORSEMENTS DUE TO THE ANTICIPATED MID-TERM TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM.**

1. When coverage for certified acts of terrorism is to be provided, the following option is available:
  - a. To provide coverage for both certified acts of terrorism and other acts of terrorism (subject to underlying policy provisions), but provide that the insurer will not pay any amount for injury or damage for any certified act of terrorism after the amounts of all such events in a statutory period exceed the cap provided by the Act, use Cap On Losses From Certified Acts Of Terrorism, Endorsement **U 3 21 30**.
  - b. To also exclude punitive damages arising out of a certified act of terrorism, use Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism, Endorsement **U 3 21 36**.
  
2. When certified acts of terrorism coverage is not to be provided (or is to be provided with a specific limitation), the following options are available:
  - a. To exclude coverage for certified acts of terrorism but provide coverage for other acts of terrorism (subject to underlying policy provisions), use Exclusion Of Certified Acts Of Terrorism, Endorsement **U 3 21 33**.
  - b. To exclude coverage for losses arising out of a certified act of terrorism that involve nuclear, biological, or chemical or radiological materials but provide coverage for other acts of terrorism subject to underlying policy provisions, use Exclusion Of Certified Acts Of Nuclear, Biological, Or Chemical Or Radiological Acts Of Terrorism; Cap On Losses From Certified Acts Of Terrorism, Endorsement **U 3 21 40**. Coverage for certified acts of terrorism under this endorsement is subject to the statutory cap on liability for losses provided by the Act.

**This option may be offered to the insured, at the insurer's option, only when the insured initially rejects certified acts of terrorism coverage.**

**COMMERCIAL LINES MANUAL  
EXCEPTION PAGES**

- c. To also exclude punitive damages arising out of a certified act of terrorism when Endorsement **U 3 21 40** is attached to a policy, use Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism, Endorsement **U 3 21 36**.

**B. The Conditional TRIA Environment**

**THE FOLLOWING PARAGRAPHS, B.1. AND B.2., INSTRUCT ON THE USAGE OF CONDITIONAL TERRORISM ENDORSEMENT OPTIONS FOR:**

- **POLICIES THAT BECOME EFFECTIVE DURING THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM. WITH A POLICY TERM THAT EXTENDS PAST THE TERMINATION DATE OF THAT PROGRAM; OR**
- **POLICIES WRITTEN TO BECOME EFFECTIVE AFTER THE SCHEDULED TERMINATION DATE OF THE FEDERAL PROGRAM, IF THE DISPOSITION OF SUCH PROGRAM IS UNCERTAIN AT THE TIME THE POLICY IS WRITTEN.**

**THESE CONDITIONAL ENDORSEMENTS ARE DESIGNED TO BE USED IN CONJUNCTION WITH (ON THE SAME POLICY AS) THE ENDORSEMENTS DESCRIBED ABOVE AND CAN ALSO BE USED IN THE ABSENCE OF SUCH ENDORSEMENTS.**

**REFER TO PARAGRAPH C. OF THIS RULE FOR POLICIES THAT BECOME EFFECTIVE AFTER THE TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM.**

The following information is based on a scheduled termination date of December 31, 2014. However, if there is an extension of the federal Program beyond 2014 and this line of business remains subject to TRIA under such extension, then the following information would apply instead to the last Program Year enacted via the extension, provided the federal Program will end on a specified date with respect to all policies for this line of business (a so-called hard ending).

Policies that become effective on or after January 1, 2014 may not have the federal backstop apply throughout the entire policy period. The following conditional endorsement options provide insurers with tools to address terrorism exposures given the anticipated termination of TRIP, which may occur during the policy period. The provisions of the conditional endorsement will apply commencing when the federal Program terminates or is extended without "make available" requirements and with certain changes (revised definition of terrorism; or terrorism coverage made subject to terms or conditions different from those that apply to other events; or increase in insurer retention of or participation in losses). **If the aforementioned conditions do not occur, the provisions of the conditional endorsement will not become effective on the policy.**

**COMMERCIAL LINES MANUAL  
EXCEPTION PAGES**

1. To exclude terrorism coverage, attach Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) Endorsement **U 3 21 44**.
2. To exclude coverage for terrorism that involves nuclear, biological or chemical materials (thereby leaving intact any underlying coverage for terrorism that does not involve nuclear, biological or chemical material), attach Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) Endorsement **U 3 21 45**.

**C. The Post TRIA Environment**

**THE FOLLOWING PARAGRAPHS, C.1. AND C.2., INSTRUCT ON THE USAGE OF TERRORISM ENDORSEMENT OPTIONS THAT MAY BE ATTACHED TO:**

- **POLICIES THAT BECOME EFFECTIVE ON OR AFTER THE DATE WHEN THE TERRORISM RISK INSURANCE PROGRAM HAS TERMINATED; OR**
- **POLICIES THAT BECOME EFFECTIVE ON OR AFTER THE DATE WHEN AN EXTENSION OF THE TERRORISM RISK INSURANCE PROGRAM HAS GONE INTO EFFECT, IF THE PROGRAM WAS EXTENDED WITHOUT MAKE-AVAILABLE REQUIREMENTS AND WITH CERTAIN CHANGES (REVISED DEFINITION OF TERRORISM; OR TERRORISM COVERAGE MADE SUBJECT TO TERMS OR CONDITIONS DIFFERENT FROM THOSE THAT APPLY TO OTHER EVENTS; OR INCREASE IN INSURER RETENTION OF OR PARTICIPATION IN LOSSES).**

1. To exclude terrorism coverage, attach Exclusion Of Terrorism, Endorsement **U 3 21 46**.
2. To exclude coverage for terrorism that involves nuclear, biological or chemical materials (thereby leaving intact any underlying coverage for terrorism that does not involve nuclear, biological or chemical material), attach Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism, Endorsement **U 3 21 47**.

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**B1. TERRORISM PREMIUM DETERMINATION**

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**A. Premium Determination**

There are no separate rating formulas or factors to determine the premium for terrorism. Include the terrorism premiums, if any, of the underlying insurance in the underlying premiums, which are used in developing premiums for the umbrella. The existing unaltered umbrella rating methodology will continue to apply.

If the federal Program is extended, recalculate the terrorism portion of the umbrella premium. Charge additional premium or refund excess premium, if applicable.

**B. Pro Rated Premiums**

The terrorism premium of underlying insurance may be a pro rata amount due to one of the following situations:

**1. When Certified Exclusion And Conditional Exclusion Are Not Used**

The federal Program is scheduled to terminate at the end of 12/31/2014 unless extended by the federal government and the umbrella policy takes effect in 2014 and extends into 2015.

**2. When Terrorism Coverage Applies Subject To Conditional Exclusion**

A conditional exclusion is attached to the underlying insurance and, the duration of coverage and the commensurate premium are not fully determined until the disposition of the federal Program is decided.

**C. Waiver Of Premium**

1. Additional return premiums of any amount must not be waived.
2. Return premiums of any amount must not be waived.

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**C1. DISCLOSURE OF PREMIUM**

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**A. For Policies That Begin Prior To The Last Program Year Of Federal Program**

Disclosure of premium attributable to coverage for certified acts of terrorism, and disclosure of federal participation in payment of potential terrorism losses and the existence of the \$100 billion cap, is a condition for reimbursement under the federal program. Use Disclosure Pursuant To Terrorism Risk Insurance Act, Endorsement **IL 09 85**, which respond to the Treasury Guidance on line item disclosure.

**B. For Policies That Begin In The Last Program Year Of Federal Program**

1. Use Disclosure Of Premium Through End Of Year For Certified Acts Of Terrorism Coverage (Pursuant To Terrorism Risk Insurance Act), Endorsement **IL 09 98**, for policies that begin in the last Program Year of the federal Program and extend into the following year, when a Conditional Exclusion is used and premium is being disclosed only for the period during which the federal Program is in effect. This endorsement recognizes the possibility of a mid-term additional premium charge.
2. Use Disclosure Of Premium And Estimated Premium For Certified Acts Of Terrorism Coverage (Pursuant To Terrorism Risk Insurance Act), Endorsement **IL 09 99**, for policies that begin the last year of the federal Program and extend into the following year when premium is being disclosed for the period during which the federal Program is in effect and estimated premium is being disclosed for the remainder of the policy term. This endorsement recognizes the possibility of a mid-term additional premium charge or return of excess premium.

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Product Name: Commercial Umbrella Liability  
Project Name/Number: Commercial Umbrella Liability/

## Supporting Document Schedules

**Satisfied -Name:** Rules Side by Side

**Review Status:**

Accepted for Informational Purposes 03/13/2008

**Comments:**

Attached are side by sides for the rule exceptions.

**Attachment:**

Exception Pages - Edited Version.pdf

**Satisfied -Name:** Rule Explanatory Memos

**Review Status:**

Accepted for Informational Purposes 03/13/2008

**Comments:**

Attached are the rule explanatory memoranda.

**Attachments:**

Exp Memo - Rules - TMNF.pdf

Exp Memo - Rules - TNUS.pdf

**Satisfied -Name:** Expedited Transmittal Form

**Review Status:**

Accepted for Informational Purposes 03/13/2008

**Comments:**

Attached is the expedited transmittal form.

**Attachment:**

TRIA Transmittal USE THIS.pdf

**Satisfied -Name:** Letters of Authorization

**Review Status:**

Accepted for Informational Purposes 03/13/2008

**Comments:**

Attached are the letters of authorization for Tokio Marine, and TNUS Insurance Companies.

**Attachments:**

TMNF (1-1-08).pdf

TNUS.pdf

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**Satisfied -Name:** Cover Letter

**Review Status:**

Accepted for Informational 03/13/2008  
Purposes

**Comments:**

Attached is the Cover Letter.

**Attachment:**

Final Letter - Rules - TMNF & TNUS.pdf

**Terrorism Coverage – Commercial Umbrella**  
**ADDITIONAL RULES**

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**A1. TERRORISM ENDORSEMENT OPTIONS**

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**INTRODUCTION**

The “Terrorism Risk Insurance Act” (TRIA) establishes a program within the Department of the Treasury in which the federal government will share the risk of loss from terrorist attacks with the insurance industry. Federal participation will be triggered when the Secretary of the Treasury certifies an act of terrorism, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism ~~committed by an individual(s) acting on behalf of any foreign interest,~~ provided the terrorist act results in aggregate losses in excess of an amount stated in the Act. With respect to insured losses resulting from a certified act of terrorism, the federal government will reimburse individual insurers for a percentage of losses (as stated in the Act) in excess of the insurer's retention, which is based on a specified percentage of the insurer's earned premium for the year preceding the loss. Insured losses covered by the Program are capped at \$100 billion per year ~~unless subsequent action of Congress changes that amount;~~ this provision serves to limit insurers' liability for losses. If a terrorism event pierces the cap of a given year, insured losses paid (amounts below the cap) under the federal program may be subject to pro rata allocation in accordance with procedures established by the Treasury. All insurers providing umbrella liability insurance are required to participate in the Program to the extent of ~~offering and~~ making available coverage for certified acts of terrorism in accordance with the terms and conditions of coverage which apply to non-terrorism events.

For all new and renewal business, an insurer must make available to insureds coverage for losses caused by federally certified acts of terrorism, subject to underlying policy provisions. The insurer must disclose to the policyholder the premium for losses covered and the federal share of compensation for such losses under the Program and the existence of the \$100 billion cap, at the time of offer, purchase and renewal of the policy.

COMMERCIAL LINES MANUAL  
EXCEPTION PAGES

A. The TRIA Environment

THE FOLLOWING PARAGRAPHS, A.1. AND A.2., INSTRUCT ON THE USAGE OF TERRORISM ENDORSEMENT OPTIONS THAT MAY BE ATTACHED TO POLICIES THAT BECOME EFFECTIVE WHILE THE TERRORISM RISK INSURANCE PROGRAM IS IN EFFECT.

REFER TO PARAGRAPH B. OF THIS RULE FOR ADDITIONAL INSTRUCTIONS REGARDING THOSE POLICIES THAT WILL CONTINUE PAST THE ANTICIPATED TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM. POLICIES THAT BEGIN IN THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM MAY REQUIRE THE USE OF TWO ENDORSEMENTS DUE TO THE ANTICIPATED MID-TERM TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM.

When coverage for certified acts of terrorism:

1. When coverage for certified acts of terrorism is to be provided, the following options is ~~are~~ available:
  - a. To provide coverage for both certified acts of terrorism and other acts of terrorism (subject to underlying policy provisions), but provide that the insurer will not pay any amount for injury or damage for any certified act of terrorism after the amounts of all such events in a statutory period exceed the cap provided by the Act, use Cap On Losses From Certified Acts Of Terrorism, Endorsement **U 3 21 30**.
  - ~~b. To provide coverage for certified acts of terrorism (subject to the cap on liability for losses and subject to underlying policy provisions), and exclude other acts of terrorism, subject to a \$25 million threshold (with no dollar threshold on nuclear, biological or chemical events), use Limited Terrorism Exclusion (Other Than Certified Acts Of Terrorism); Cap On Losses From Certified Acts Of Terrorism Endorsement **U 3 21 31**.~~
  - ~~c. To provide coverage for certified acts of terrorism (subject to the cap on liability for losses and subject to underlying policy provisions), and exclude losses arising out of an other act of terrorism that only involves nuclear, biological or chemical material (thereby providing coverage for all other acts of terrorism not involving nuclear, biological or chemical material), use Nuclear, Biological Or Chemical Terrorism Exclusion (Other Than Certified Acts Of Terrorism); Cap On Losses From Certified Acts Of Terrorism Endorsement **U 3 21 32**.~~
  - ~~b. d.~~ To also exclude punitive damages arising out of a certified act of terrorism, use Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism, Endorsement **U 3 21 36**.

**COMMERCIAL LINES MANUAL  
EXCEPTION PAGES**

2. When certified acts of terrorism coverage is ~~is~~ not to be provided (or is to be provided with a specific limitation), the following options are available:
- a. To exclude coverage for certified acts of terrorism but and provide coverage for other acts of terrorism (subject to underlying policy provisions), use Exclusion Of Certified Acts Of Terrorism, Endorsement **U 3 21 33**.
  - ~~b. To exclude coverage for losses arising out of a certified act of terrorism and any other act of terrorism that involves nuclear, biological or chemical materials (thereby providing coverage for all other acts of terrorism not involving nuclear, biological or chemical material), use Exclusion Of Certified Acts Of Terrorism And Other Nuclear, Biological Or Chemical Acts Of Terrorism Endorsement **U 3 21 34**.~~
  - ~~c. To exclude all losses arising out of certified acts of terrorism and other acts of terrorism, subject to a \$25 million threshold (with no dollar threshold on nuclear, biological or chemical events), use Exclusion Of Certified Acts Of Terrorism And Other Acts Of Terrorism Endorsement **U 3 21 35**.~~
  - b. To exclude coverage for losses arising out of a certified act of terrorism that involve nuclear, biological, or chemical or radiological materials but provide coverage for other acts of terrorism subject to underlying policy provisions, use Exclusion Of Certified Acts Of Nuclear, Biological, Or Chemical Or Radiological Acts Of Terrorism; Cap On Losses From Certified Acts Of Terrorism, Endorsement **U 3 21 40**. Coverage for certified acts of terrorism under this endorsement is subject to the statutory cap on liability for losses provided by the Act.  
**This option may be offered to the insured, at the insurer's option, only when the insured initially rejects certified acts of terrorism coverage.**
  - c. To also exclude punitive damages arising out of a certified act of terrorism when Endorsement **U 3 21 40** is attached to a policy, use Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism, Endorsement **U 3 21 36**.

**B. The Conditional TRIA Environment**

THE FOLLOWING PARAGRAPHS, B.1. AND B.2., INSTRUCT ON THE USAGE OF CONDITIONAL TERRORISM ENDORSEMENT OPTIONS FOR:

- POLICIES THAT BECOME EFFECTIVE DURING THE LAST PROGRAM YEAR OF THE FEDERAL PROGRAM. WITH A POLICY TERM THAT EXTENDS PAST THE TERMINATION DATE OF THAT PROGRAM; OR
- POLICIES WRITTEN TO BECOME EFFECTIVE AFTER THE SCHEDULED TERMINATION DATE OF THE FEDERAL PROGRAM, IF THE DISPOSITION OF SUCH PROGRAM IS UNCERTAIN AT THE TIME THE POLICY IS WRITTEN.

THESE CONDITIONAL ENDORSEMENTS ARE DESIGNED TO BE USED IN CONJUNCTION WITH (ON THE SAME POLICY AS) THE ENDORSEMENTS DESCRIBED ABOVE AND CAN ALSO BE USED IN THE ABSENCE OF SUCH ENDORSEMENTS.

REFER TO PARAGRAPH C. OF THIS RULE FOR POLICIES THAT BECOME EFFECTIVE AFTER THE TERMINATION OF THE TERRORISM RISK INSURANCE PROGRAM.

The following information is based on a scheduled termination date of December 31, 2014 2007. However, if there is an extension of the federal Program beyond 2014 2007 and this line of business remains subject to TRIA under such extension, then the following information would apply instead to the last Program Year enacted via the extension, provided the federal Program will end on a specified date with respect to all policies for this line of business (a so-called hard ending).

Policies that become effective on or after January 1, 2014 2007 may not have the federal backstop apply throughout the entire policy period. The following conditional endorsement options provide insurers with tools to address terrorism exposures given the anticipated termination of TRIP, which may occur during the policy period. The provisions of the conditional endorsement will apply commencing when the federal Program terminates or is extended without "make available" requirements and with certain changes (revised definition of terrorism; or terrorism coverage made subject to terms or conditions different from those that apply to other events; or increase in insurer retention of or participation in losses). **If the aforementioned conditions do not occur, the provisions of the conditional endorsement will not become effective on the policy.**

1. To exclude terrorism coverage, attach Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act) Endorsement **U 3 21 44**.
2. To exclude coverage for terrorism that involves nuclear, biological or chemical materials (thereby leaving intact any underlying coverage for terrorism that does not involve nuclear, biological or chemical material), attach Conditional Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism

**COMMERCIAL LINES MANUAL  
EXCEPTION PAGES**

(Relating To Disposition Of Federal Terrorism Risk Insurance Act)  
Endorsement **U 3 21 45**.

**C. The Post TRIA Environment**

**THE FOLLOWING PARAGRAPHS, C.1. AND C.2., INSTRUCT ON THE USAGE OF TERRORISM ENDORSEMENT OPTIONS THAT MAY BE ATTACHED TO:**

- **POLICIES THAT BECOME EFFECTIVE ON OR AFTER THE DATE WHEN THE TERRORISM RISK INSURANCE PROGRAM HAS TERMINATED; OR**
  - **POLICIES THAT BECOME EFFECTIVE ON OR AFTER THE DATE WHEN AN EXTENSION OF THE TERRORISM RISK INSURANCE PROGRAM HAS GONE INTO EFFECT, IF THE PROGRAM WAS EXTENDED WITHOUT MAKE-AVAILABLE REQUIREMENTS AND WITH CERTAIN CHANGES (REVISED DEFINITION OF TERRORISM; OR TERRORISM COVERAGE MADE SUBJECT TO TERMS OR CONDITIONS DIFFERENT FROM THOSE THAT APPLY TO OTHER EVENTS; OR INCREASE IN INSURER RETENTION OF OR PARTICIPATION IN LOSSES).**
1. To exclude terrorism coverage, attach Exclusion Of Terrorism, Endorsement **U 3 21 46**.
  2. To exclude coverage for terrorism that involves nuclear, biological or chemical materials (thereby leaving intact any underlying coverage for terrorism that does not involve nuclear, biological or chemical material), attach Exclusion Of Terrorism Involving Nuclear, Biological Or Chemical Terrorism, Endorsement **U 3 21 47**.

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## B1. TERRORISM PREMIUM DETERMINATION

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### A. Premium Determination

There are no separate rating formulas or factors to determine the premium for terrorism. Include the terrorism premiums, if any, of the underlying insurance in the underlying premiums, which are used in developing premiums for the umbrella. The existing unaltered umbrella rating methodology will continue to apply.

If the federal Program is extended, recalculate the terrorism portion of the umbrella premium. Charge additional premium or refund excess premium, if applicable.

### B. Pro Rated Premiums Prorating

The terrorism premium of underlying insurance may be a pro rata amount due to one of the following situations:

This rule applies to policies rated prior to a Congressional decision on extension of the federal Program.

#### 1. When Certified Exclusion And Conditional Exclusion Are Not Used

The federal Program is scheduled to terminate at the end of 12/31/~~2014~~ 07 unless extended by the federal government. ~~For annual policies that and the umbrella policy takes effect in 2014 2007 and extends into 2015. 2008, pro rate the terrorism premium determined in A. based on the proportion of time between the inception of the policy and the termination of the Program. The result is the premium charge for the portion of time that coverage will be provided.~~

#### 2. When Terrorism Coverage Applies Subject To Conditional Exclusion

A ~~When a~~ conditional exclusion is attached to the underlying insurance and, the duration of coverage and the commensurate premium are not fully determined until the disposition of the federal Program is decided. ~~The Program is scheduled to terminate on 12/31/07 unless extended by the federal government. When a conditional exclusion is used, pro rate the terrorism premium determined in A., if any, based on the proportion of time between the termination of the Program and expiration of the policy. The result is the return premium for the portion of time that coverage will be excluded.~~

### C. 3. Waiver Of Premium

1. a. Additional return premiums of any amount must not be waived.
2. b. Return premiums of any amount must not be waived.

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**C1. DISCLOSURE OF PREMIUM**

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**A. For Policies That Begin Prior To The Last Program Year Of Federal Program**

Disclosure of premium attributable to coverage for certified acts of terrorism, and disclosure of federal participation in payment of potential terrorism losses and the existence of the \$100 billion cap, is a condition for reimbursement under the federal program. ~~The following endorsements, Use Disclosure Pursuant To Terrorism Risk Insurance Act, Endorsement IL 09 85,~~ which respond to the Treasury Guidance on line item disclosure. ~~may be used:~~

**B. For Policies That Begin In The Last Program Year Of Federal Program**

- 1. A.** Use Disclosure Of Premium Through End Of Year For Certified Acts Of Terrorism Coverage (Pursuant To Terrorism Risk Insurance Act), Endorsement **IL 09 98**, for policies that begin in the last Program Year of the federal Program and extend into the following year, when a Conditional Exclusion is used and premium is being disclosed only for the period during which the federal Program is in effect. This endorsement recognizes the possibility of a mid-term additional premium charge, unless Paragraph C1.b. applies.
- 2. B.** Use Disclosure Of Premium And Estimated Premium Through End Of Year For Certified Acts Of Terrorism Coverage (Pursuant To Terrorism Risk Insurance Act), Endorsement **IL 09 99**, for policies that begin the last year of the federal Program after 2006 and extend into the following year when anticipated termination of the Terrorism Risk Insurance Program, premium is being disclosed for the period during which the federal Program is in effect through the anticipated termination date and estimated premium is being disclosed for the remainder of the policy term. ~~This situation is described in Paragraphs A.2.a.(1), A.2.a.(2) and A.2.b.(2).~~ This endorsement recognizes the possibility of a mid-term additional premium charge or return of excess premium.

**TOKIO MARINE AND NICHIDO FIRE INSURANCE COMPANY, LTD. (U.S. BRANCH)**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – [Rules](#)

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**Rules Revised In Response To Terrorism Risk Insurance  
Program Reauthorization Act Of 2007**

**Applicable Line(s) of Business**

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This filing applies to the following:

- ◆ Commercial Umbrella Liability

**About This Filing**

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This filing revises certain terrorism rules in response to enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007.

**Revised Rules**

We are revising certain rules in the Terrorism Exception Pages to our Commercial Umbrella Liability product.

We have used a format of ~~striking-through~~ deletions and underlining additions. Concurrent with implementation, the new versions will supersede the prior versions.

**Related Filing(s)**

---

- ◆ Commercial Umbrella [Forms](#) Filing.

**Attachment(s)**

---

- ◆ This Commercial Umbrella [Rules](#) Filing includes an edited version and final version of the terrorism Exception Pages.

**TOKIO MARINE AND NICHIDO FIRE INSURANCE COMPANY, LTD. (U.S. BRANCH)**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – **Rules**

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**Background**

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The Terrorism Risk Insurance Act (TRIA) of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. Pursuant to Section 103(c) of the Act, all insurers providing insurance for applicable lines of business are required to participate in the program by making available coverage for insured losses resulting from an act of terrorism as defined by the Act (so-called certified acts coverage). The Terrorism Risk Insurance Program was extended for two years, until December 31, 2007, by the Terrorism Risk Insurance Extension Act of 2005, which incorporated various changes with respect to federal share of losses and affected lines of business. We responded in the past to each of these enactments, with filings of various coverage options and related rules addressing the terrorism risk.

**Current Environment**

---

The federal Terrorism Risk Insurance Program has been revised and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007, which incorporates various changes to the Program. Certain changes, summarized as follows, have an impact on our terrorism forms (addressed in the companion Forms filing) and the rules associated with those forms:

- ◆ Under Section 102(1)(A)(iv) of the Act, the definition of an act of terrorism (with respect to certification of such act) is revised by eliminating the criterion that the act be committed on behalf of a foreign person or foreign interest. As revised, the definition, in part, requires the act 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.
- ◆ Section 103(b)(3) of the Act requires disclosure of the existence of the \$100 billion cap on payments by insurers.
- ◆ Section 103(e)(2)(A) of the Act eliminates the provision asserting that Congress may take action to increase the \$100 billion cap in the event that insured losses exceed such cap; and Section 103(e)(2)(B) requires the Secretary of the Treasury to issue regulations for determining the pro rata share of insured losses to be paid under the Program (up to \$100 billion) when insured losses exceed \$100 billion.

**TOKIO MARINE AND NICHIDO FIRE INSURANCE COMPANY, LTD. (U.S. BRANCH)**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – Rules

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**Explanation of Changes**

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**Rule A1, Terrorism Endorsement Options**

The rules are revised as follows:

- ◆ Revise reference to the criteria for certification of an act of terrorism, by deleting the text relating to "actions committed on behalf of any foreign interest", in line with the revision to Section 102(1)(A)(iv) of the Act.
- ◆ Revise the language expressing the existence and effect of the cap. As revised, the language explicitly refers to the amount of the cap and addresses allocation of insured losses, pursuant to Sections 103(e)(2)(A) and 103(e)(2)(B) of the Act.
- ◆ Delete reference, in the Introduction section, to the offer of coverage. The reference to making coverage available comports more closely to the language of the Act.
- ◆ Indicate, in the Introduction section, that the existence of the \$100 billion cap must be disclosed to the policyholder at the time of offer, purchase and renewal of the policy, pursuant to Section 103(b)(3).
- ◆ Editorially revise several of the descriptions of endorsements.
- ◆ With respect to the options for (1) excluding only certified acts involving Nuclear, Biological, Chemical Or Radiological (NBCR) terrorism and (2) covering certified acts subject to an aggregate limit, the revised rules:
  - Explicitly convey that these options may be offered to the insured, at the insurer's option, only when the insured initially rejects certified acts coverage. This is in accordance with current Treasury Guidance concerning the rejection scenario.
  - Indicate that the Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism endorsements may be used in conjunction with these options.
- ◆ Recognize the scheduled termination date of the federal program, that is, December 31, 2014.
- ◆ Delete reference to endorsements excluding or limiting coverage for "other acts" of terrorism (or certified and other acts combined). The disposition of forms and rules excluding or limiting coverage for "other acts" of terrorism will be addressed in separate filings.
- ◆ Revise the title of the rule to be more descriptive.
- ◆ Revise the format of the subparagraphs to increase understanding of the three types of environments (TRIA, Conditional TRIA and Post TRIA).

**TOKIO MARINE AND NICHIDO FIRE INSURANCE COMPANY, LTD. (U.S. BRANCH)**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – Rules

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**Rule B1, Terrorism Premium Determination**

The rules are revised as follows:

- ◆ Revise the Disclosure Of Premium paragraph to indicate that the existence of the \$100 billion cap must be disclosed to the insured as a condition for reimbursement under the federal program, pursuant to Section 103(b)(3). This paragraph has also been revised to set forth which disclosure endorsement is applicable for policies that begin prior to the last year of the program and which endorsements are applicable for policies that begin in the last year of the program.
- ◆ Recognize the scheduled termination date of the federal program, that is, December 31, 2014.
- ◆ Revise the rating rule to allow: the recalculation the terrorism portion of the umbrella premium if the federal Program is extended; and the charging of additional premium or the refunding of excess premium, if applicable.
- ◆ Recognize the terrorism portion of underlying insurance may be a pro rata amount in the Condition TRIA environment.
- ◆ Change the rating method in the Conditional TRIA environment. Currently, we use the annual terrorism premium amount of the underlying insurance, apply all umbrella rating factors and then pro rate the result to produce the umbrella terrorism premium. Because the annual underlying terrorism premium is not always available in the Conditional TRIA environment, the umbrella underwriter must perform the canalization. Instead of this method, we are proposing the use of the pro rata underlying premium amount and the use of all umbrella rating factors to produce the umbrella terrorism premium. Since the pro rata factor will be the same under both methods, there will be no change in the terrorism portion of the umbrella premium. We are proosing this change, as we believe the rating method is much simpler.

**Rule C1, Disclosure Of Premium**

The rules are revised as follows:

- ◆ Revise format to increase understanding of the three types of premium that are being disclosed.
- ◆ Indicate, in the Introduction section, that the existence of the \$100 billion cap must be disclosed to the policyholder at the time of offer, purchase and renewal of the policy, pursuant to Section 103(b)(3).

**TOKIO MARINE AND NICHIDO FIRE INSURANCE COMPANY, LTD. (U.S. BRANCH)**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – Rules

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- ◆ Introduce Endorsement IL 09 85, Disclosure Pursuant To Terrorism Risk Insurance Act, to be used for policies that begin prior to the last Program year of federal Program.
- ◆ Editorially revise several of language to increase understanding.
- ◆ With respect to Endorsement IL 09 98, recognizes the possibility of only a mid-term additional premium charge.
- ◆ With respect to Endorsement IL 09 99, recognizes the possibility of a mid-term additional premium charge and not just a return premium.

**TNUS INSURANCE COMPANY**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – **Rules**

---

**Rules Revised In Response To Terrorism Risk Insurance  
Program Reauthorization Act Of 2007**

**Applicable Line(s) of Business**

---

This filing applies to the following:

- ◆ Commercial Umbrella Liability

**About This Filing**

---

This filing revises certain terrorism rules in response to enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007.

**Revised Rules**

We are revising certain rules in the Terrorism Exception Pages to our Commercial Umbrella Liability product.

We have used a format of ~~striking-through~~ deletions and underlining additions. Concurrent with implementation, the new versions will supersede the prior versions.

**Related Filing(s)**

---

- ◆ Commercial Umbrella **Forms** Filing.

**Attachment(s)**

---

- ◆ This Commercial Umbrella **Rules** Filing includes an edited version and final version of the terrorism Exception Pages.

**TNUS INSURANCE COMPANY**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – Rules

---

**Background**

---

The Terrorism Risk Insurance Act (TRIA) of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. Pursuant to Section 103(c) of the Act, all insurers providing insurance for applicable lines of business are required to participate in the program by making available coverage for insured losses resulting from an act of terrorism as defined by the Act (so-called certified acts coverage). The Terrorism Risk Insurance Program was extended for two years, until December 31, 2007, by the Terrorism Risk Insurance Extension Act of 2005, which incorporated various changes with respect to federal share of losses and affected lines of business. We responded in the past to each of these enactments, with filings of various coverage options and related rules addressing the terrorism risk.

**Current Environment**

---

The federal Terrorism Risk Insurance Program has been revised and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2007, which incorporates various changes to the Program. Certain changes, summarized as follows, have an impact on our terrorism forms (addressed in the companion Forms filing) and the rules associated with those forms:

- ◆ Under Section 102(1)(A)(iv) of the Act, the definition of an act of terrorism (with respect to certification of such act) is revised by eliminating the criterion that the act be committed on behalf of a foreign person or foreign interest. As revised, the definition, in part, requires the act 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.
- ◆ Section 103(b)(3) of the Act requires disclosure of the existence of the \$100 billion cap on payments by insurers.
- ◆ Section 103(e)(2)(A) of the Act eliminates the provision asserting that Congress may take action to increase the \$100 billion cap in the event that insured losses exceed such cap; and Section 103(e)(2)(B) requires the Secretary of the Treasury to issue regulations for determining the pro rata share of insured losses to be paid under the Program (up to \$100 billion) when insured losses exceed \$100 billion.

**TNUS INSURANCE COMPANY**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – Rules

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**Explanation of Changes**

---

**Rule A1, Terrorism Endorsement Options**

The rules are revised as follows:

- ◆ Revise reference to the criteria for certification of an act of terrorism, by deleting the text relating to "actions committed on behalf of any foreign interest", in line with the revision to Section 102(1)(A)(iv) of the Act.
- ◆ Revise the language expressing the existence and effect of the cap. As revised, the language explicitly refers to the amount of the cap and addresses allocation of insured losses, pursuant to Sections 103(e)(2)(A) and 103(e)(2)(B) of the Act.
- ◆ Delete reference, in the Introduction section, to the offer of coverage. The reference to making coverage available comports more closely to the language of the Act.
- ◆ Indicate, in the Introduction section, that the existence of the \$100 billion cap must be disclosed to the policyholder at the time of offer, purchase and renewal of the policy, pursuant to Section 103(b)(3).
- ◆ Editorially revise several of the descriptions of endorsements.
- ◆ With respect to the options for (1) excluding only certified acts involving Nuclear, Biological, Chemical Or Radiological (NBCR) terrorism and (2) covering certified acts subject to an aggregate limit, the revised rules:
  - Explicitly convey that these options may be offered to the insured, at the insurer's option, only when the insured initially rejects certified acts coverage. This is in accordance with current Treasury Guidance concerning the rejection scenario.
  - Indicate that the Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism endorsements may be used in conjunction with these options.
- ◆ Recognize the scheduled termination date of the federal program, that is, December 31, 2014.
- ◆ Delete reference to endorsements excluding or limiting coverage for "other acts" of terrorism (or certified and other acts combined). The disposition of forms and rules excluding or limiting coverage for "other acts" of terrorism will be addressed in separate filings.
- ◆ Revise the title of the rule to be more descriptive.
- ◆ Revise the format of the subparagraphs to increase understanding of the three types of environments (TRIA, Conditional TRIA and Post TRIA).

**TNUS INSURANCE COMPANY**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – Rules

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**Rule B1, Terrorism Premium Determination**

The rules are revised as follows:

- ◆ Revise the Disclosure Of Premium paragraph to indicate that the existence of the \$100 billion cap must be disclosed to the insured as a condition for reimbursement under the federal program, pursuant to Section 103(b)(3). This paragraph has also been revised to set forth which disclosure endorsement is applicable for policies that begin prior to the last year of the program and which endorsements are applicable for policies that begin in the last year of the program.
- ◆ Recognize the scheduled termination date of the federal program, that is, December 31, 2014.
- ◆ Revise the rating rule to allow: the recalculation the terrorism portion of the umbrella premium if the federal Program is extended; and the charging of additional premium or the refunding of excess premium, if applicable.
- ◆ Recognize the terrorism portion of underlying insurance may be a pro rata amount in the Condition TRIA environment.
- ◆ Change the rating method in the Conditional TRIA environment. Currently, we use the annual terrorism premium amount of the underlying insurance, apply all umbrella rating factors and then pro rate the result to produce the umbrella terrorism premium. Because the annual underlying terrorism premium is not always available in the Conditional TRIA environment, the umbrella underwriter must perform the canalization. Instead of this method, we are proposing the use of the pro rata underlying premium amount and the use of all umbrella rating factors to produce the umbrella terrorism premium. Since the pro rata factor will be the same under both methods, there will be no change in the terrorism portion of the umbrella premium. We are proposing this change, as we believe the rating method is much simpler.

**Rule C1, Disclosure Of Premium**

The rules are revised as follows:

- ◆ Revise format to increase understanding of the three types of premium that are being disclosed.
- ◆ Indicate, in the Introduction section, that the existence of the \$100 billion cap must be disclosed to the policyholder at the time of offer, purchase and renewal of the policy, pursuant to Section 103(b)(3).

**TNUS INSURANCE COMPANY**  
**COMMERCIAL UMBRELLA LIABILITY**

Explanatory Memorandum – Rules

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- ◆ Introduce Endorsement IL 09 85, Disclosure Pursuant To Terrorism Risk Insurance Act, to be used for policies that begin prior to the last Program year of federal Program.
- ◆ Editorially revise several of language to increase understanding.
- ◆ With respect to Endorsement IL 09 98, recognizes the possibility of only a mid-term additional premium charge.
- ◆ With respect to Endorsement IL 09 99, recognizes the possibility of a mid-term additional premium charge and not just a return premium.

**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 #
Tokio Marine & Nichido Fire Insurance Company	NY	12904	13-6108722
TNUS Insurance Company	NY	41238	20-0940754

**Contact Info for Filer**

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

**Filing information**

Line of Insurance (see attachment)	17.0020 - Commercial Umbrella and Excess
Company Program Title (Marketing title) (if applicable)	Commercial Umbrella
Filing Type ** see note below	Form
This application is used with:	Commercial Umbrella
Effective Date Requested	Upon Earliest Approval
Filing date	1/24/08
Company Tracking Number	<i>see attached</i>
Date filing approved in domiciliary state, if applicable	n/a - recently filed

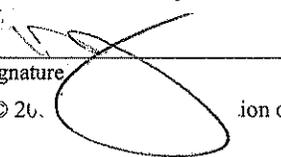
	Component/Form Name /Description/Synopsis	Form # or Rate Page Include edition date	Replacement Or withdrawn?	If replacement, give form # or rate page(s) it replaces	Previous State Filing Number, if required by state
01	See attached Forms List		<input checked="" type="checkbox"/> Replacement <input type="checkbox"/>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

Print Name: Paul Olsow

Title: V.P. Corporate U/w



Tokio Marine Management, Inc.  
U.S. Manager and/or Manager for  
Tokio Marine & Nichido Fire  
Insurance Co., Ltd. (U.S. Branch)  
Trans Pacific Insurance Company  
TM Casualty Insurance Company  
TNUS Insurance Company

230 Park Avenue  
New York, New York 10169  
Phone: (212) 297-6600  
Main Fax: (212) 297-6062  
Claims Fax: (212) 297-6064

MILLEA GROUP

January 1, 2008

Re: Tokio Marine & Nichido Fire Insurance Co., Ltd. (U.S. Branch)  
NAIC # 3098-12904  
FEIN # 13-6108722  
Letter of Authorization  
Filing of Forms, Rates, and Rules

In accordance with applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron, and Westmont Associates, Inc. are hereby authorized to file rates, rules, and forms on behalf of the Company.

Sincerely,

Pamela J. Olson  
Vice President – Corporate Underwriting



Tokio Marine Management, Inc.  
U.S. Manager and/or Manager for  
Tokio Marine & Nichido Fire  
Insurance Co., Ltd. (U.S. Branch)  
Trans Pacific Insurance Company  
TM Casualty Insurance Company  
TNUS Insurance Company

230 Park Avenue  
New York, New York 10169  
Phone: (212) 297-6600  
Main Fax: (212) 297-6062  
Claims Fax: (212) 297-6064

MILLEA GROUP

January 1, 2008

Re: TNUS Insurance Company  
NAIC # 3098-32301  
FEIN # 20-0940754  
Letter of Authorization  
Filing of Forms, Rates, and Rules

In accordance with applicable statutes and regulations of your state, Nancy Stepanski, Wesley Pohler, Jennifer Waldron, and Wesley Associates, Inc. are hereby authorized to file rates, rules, and forms on behalf of the Company.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pamela J. Olson', written over a horizontal line.

Pamela J. Olson  
Vice President – Corporate Underwriting



# WESTMONT ASSOCIATES, INC.

February 5, 2008

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

Attn: Property and Casualty Division

RE **Tokio Marine and Nichido Fire Insurance Co., LTD (U.S. Branch) – NAIC #3098-12904/FEIN #13-6108722**  
**TNUS Insurance Company – NAIC #3098-32301/FEIN #20-0940754**  
**Commercial Umbrella**  
**2008 Revised Terrorism Rules Submission**  
**Effective Date: Upon Earliest Approval/Acknowledgement**

To Whom It May Concern:

The captioned companies are filing for your approval their 2008 Revised Terrorism Rules Submission for the currently filed Commercial Umbrella program. This filing is being made in response to the federal reauthorization of the Terrorism Risk Insurance Act (TRIA). Letters permitting Westmont Associates, Inc. to submit this filing on the companies' behalf is enclosed.

The Companies have made some revisions to their currently filed Commercial Umbrella terrorism forms. The Companies have enclosed the corresponding Terrorism rules to be used in coordination with these forms revisions. Please refer to the attached rules explanatory memorandum for additional information.

Your early approval of this submission is respectfully requested. Enclosed please find a self-addressed stamped envelope for your convenience in returning the duplicate copy of this filing, evidencing your approval.

Respectfully Submitted,

***Sherri Penn***

Sherri Penn  
Senior Analyst  
[sherri@westmontlaw.com](mailto:sherri@westmontlaw.com)

Enclosures

Cc: C. Laackman