

SERFF Tracking Number: WESA-125537692 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #? \$?  
Company Tracking Number: ARCH-08-069  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Commercial Excess Follow Form Liability Product  
Project Name/Number: Submission of revised terrorism endorsements/ARCH-08-069

## Filing at a Glance

Company: Arch Insurance Company

Product Name: Commercial Excess Follow Form Liability Product SERFF Tr Num: WESA-125537692 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: ARCH-08-069

State Status: Fees verified and received

Filing Type: Form

Co Status:

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

Authors: Westmont Associates, Wesley Pohler

Disposition Date: 03/13/2008

Date Submitted: 03/12/2008

Disposition Status: Accepted For Informational Purposes

Effective Date Requested (New): 12/26/2007

Effective Date (New):

Effective Date Requested (Renewal): 12/26/2007

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Submission of revised terrorism endorsements

Status of Filing in Domicile: Pending

Project Number: ARCH-08-069

Domicile Status Comments: Pending in Missouri

Reference Organization: None

Reference Number: None

Reference Title: None

Advisory Org. Circular: None

Filing Status Changed: 03/13/2008

State Status Changed: 03/13/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Submission of revised terrorism endorsements for the Company's Commercial Excess Follow Form Liability product in response to the reauthorization of the Terrorism Risk Insurance Act.

SERFF Tracking Number: WESA-125537692 State: Arkansas  
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## Company and Contact

### Filing Contact Information

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

Meghan Slenkamp, Analyst megkans@westmontlaw.com  
 25 Chestnut Street (856) 216-0220 [Phone]  
 Haddonfield, NJ 08033

### Filing Company Information

Arch Insurance Company CoCode: 11150 State of Domicile: Missouri  
 300 First Stamford Place Group Code: 1279 Company Type: Property and  
 Casualty

5th Floor East  
 Stamford, CT 06902 Group Name: State ID Number:  
 (203) 388-3220 ext. [Phone] FEIN Number: 43-0990710  
 -----

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Arch Insurance Company	\$0.00	03/12/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
27416	\$50.00	03/12/2008

SERFF Tracking Number: WESA-125537692 State: Arkansas  
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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

*SERFF Tracking Number:* WESA-125537692 *State:* Arkansas  
*Filing Company:* Arch Insurance Company *State Tracking Number:* #? \$?  
*Company Tracking Number:* ARCH-08-069  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0020 Commercial Umbrella & Excess  
*Product Name:* Commercial Excess Follow Form Liability Product  
*Project Name/Number:* Submission of revised terrorism endorsements/ARCH-08-069

## **Disposition**

Disposition Date: 03/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125537692 State: Arkansas  
 Filing Company: Arch Insurance Company State Tracking Number: #? \$?  
 Company Tracking Number: ARCH-08-069  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
 Product Name: Commercial Excess Follow Form Liability Product  
 Project Name/Number: Submission of revised terrorism endorsements/ARCH-08-069

Item Type	Item Name	Item Status	Public Access
Supporting Document	Letter of Authorization	Accepted for Informational Purposes	Yes
Supporting Document	Form Listing	Accepted for Informational Purposes	Yes
Supporting Document	Cover Letter	Accepted for Informational Purposes	Yes
Supporting Document	Expedited Transmittal Form	Accepted for Informational Purposes	Yes
Supporting Document	Side by Side Comparisons	Accepted for Informational Purposes	Yes
Form	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism and Follow Form Limitation of Coverage for Other Terrorism on an Annual Aggregate Basis	Accepted for Informational Purposes	Yes
Form	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism and Follow Form Limitation of Coverage for Other Terrorism	Accepted for Informational Purposes	Yes
Form	Exclusion of Terrorism Other Than a Certified Act of Terrorism	Accepted for Informational Purposes	Yes

SERFF Tracking Number: WESA-125537692 State: Arkansas  
 Filing Company: Arch Insurance Company State Tracking Number: #? \$?  
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Accepted for Information Involving Nuclear al Purposes	Exclusion of Terrorism Involving Nuclear Biological or Chemical Terrorism and Follow Form Limitation of Coverage for Other Terrorism on an Annual Aggregate Basis	00 EXT0186	03 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EXT0186 00 01 06 Previous Filing #:		00EXT018600308.pdf
Accepted for Information Involving Nuclear al Purposes	Exclusion of Terrorism Involving Nuclear Biological or Chemical Terrorism and Follow Form Limitation of Coverage for Other Terrorism	00 EXT0187	03 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EXT0187 00 01 06 Previous Filing #:		00EXT018700308.pdf
Accepted for Information Than a Certified al Purposes	Exclusion of Terrorism Other Than a Certified Act of Terrorism	00 EXT0219	03 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EXT0185 00 01 06 Previous Filing #:		00EXT021900308.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL  
TERRORISM AND FOLLOW FORM LIMITATION OF COVERAGE FOR OTHER  
TERRORISM ON AN ANNUAL AGGREGATE BASIS**

This endorsement modifies insurance provided under this policy.

**SCHEDULE**

**Terrorism Aggregate Limit:** \$\_\_\_\_\_

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

(1) use or threat of force or violence; or

(2) commission or threat of a dangerous act; or

(3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When:

(1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or

(2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

2. "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in the **controlling underlying insurance** or in this policy.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL  
TERRORISM**

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand or **loss** that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes

concurrently or in any sequence to such injury or damage. But this exclusion only applies when one or more of the following are attributed to an incident of "terrorism":

- a. 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
- b. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
- d. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply:

- a. To "any injury or damage" that is otherwise excluded under this policy; or
  - b. In any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
- C. Coverage provided by this insurance for "any injury or damage" arising out of "terrorism", other than "terrorism" excluded in B. above, is subject to the Terrorism Aggregate Limit as described in paragraph D. of this endorsement and is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for "any injury or damage". This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to "terrorism" which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to "terrorism" available in the **underlying insurance** shall be paid by the **insured** before coverage under this endorsement becomes applicable. Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:
1. Excluded by this endorsement; or
  2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.
- D. The following paragraphs are added to the policy's Limits of Insurance provision:

The Terrorism Aggregate Limit shown in the Schedule of this endorsement is the most we will pay in total during the **policy period** for "any injury or damage" covered under this policy that arises out of "terrorism". The Terrorism Aggregate Limit is subject to the General Aggregate Limit and the Products-Completed Operations Aggregate Limit, and shall be within and not in addition to any such aggregate limits. Further, the Each Occurrence Limit will continue to apply to "any injury or damage" covered under the policy that arises out of "terrorism".

The limits described above will only be available if, and to the extent that, limits are available under the Terrorism Aggregate Limit.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL  
TERRORISM AND FOLLOW FORM LIMITATION OF COVERAGE FOR OTHER  
TERRORISM**

This endorsement modifies insurance provided under this policy.

- A.** The following definitions are added and apply under this endorsement whenever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
- 1.** "Terrorism" means activities against persons, organizations or property of any nature:
    - a.** That involve the following or preparation for the following:
      - (1)** use or threat of force or violence; or
      - (2)** commission or threat of a dangerous act; or
      - (3)** commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
    - b.** When:
      - (1)** the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
      - (2)** it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
  - 2.** "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as defined in **controlling underlying insurance applicable** or in this policy.

- B.** The following exclusion is added:

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL  
TERRORISM**

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand, or loss that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion only applies when one or more of the following are attributed to an incident of "terrorism":

- a.** 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

- b. Radioactive material is released, and it appears that one purpose of the “terrorism” was to release such material; or
- c. The “terrorism” involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
- d. The “terrorism” is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the “terrorism” was to release such materials.

In the event of any incident of “terrorism” that is not subject to this Exclusion, coverage does not apply:

- a. To “any injury or damage” that is otherwise excluded under this policy; or
  - b. In any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
- C.** Coverage provided by this endorsement for “any injury or damage” arising out of “terrorism”, other than “terrorism” excluded in **B.** above, is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for “any injury or damage”. This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to “terrorism” which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to “terrorism” available in the **underlying insurance** shall be paid by the **insured** before coverage under this endorsement becomes applicable.

Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:

- 1. Excluded by this endorsement; or
- 2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF TERRORISM  
OTHER THAN A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under this policy.

**A.** The following definitions are added and apply under this endorsement whenever the term terrorism, the phrase any injury or damage, or the phrase certified act of terrorism are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - (1) use or threat of force or violence; or
    - (2) commission or threat of a dangerous act; or
    - (3) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When:
    - (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
    - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
2. "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as defined in the **controlling underlying insurance** or in this policy.
3. "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 of 2002 and any amendment(s) thereto.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM**

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand or **loss** that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

This exclusion also applies 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" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Other than "terrorism" described in paragraphs B.1. through B.5. above, this exclusion does not apply to:

1. "Certified act of terrorism"; or
2. "Terrorism" that is not a "certified act of terrorism" solely due to the fact the event did not meet the threshold of \$5,000,000 as provided in the definition of "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto and would otherwise meet the requirements in the definition of "act of terrorism".

Further, this exclusion also applies to any claim, suit, demand or **loss** that alleges "any injury or damage" that is afforded by Commercial Automobile Insurance or Professional Liability Insurance regardless of whether or not coverage is afforded in the **controlling underlying insurance**.

- C.** Coverage provided by this endorsement for "any injury or damage" arising out of "certified act of terrorism", other than "terrorism" excluded in **B.** above, is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for "any injury or damage". This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to "certified act of terrorism" which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to "certified act of terrorism" available in the **underlying insurance** shall be paid by the **insured** before coverage under this endorsement becomes applicable.

Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:

1. Excluded by this endorsement; or
2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

*SERFF Tracking Number:* WESA-125537692      *State:* Arkansas  
*Filing Company:* Arch Insurance Company      *State Tracking Number:* #? \$?  
*Company Tracking Number:* ARCH-08-069  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence      *Sub-TOI:* 17.0020 Commercial Umbrella & Excess  
*Product Name:* Commercial Excess Follow Form Liability Product  
*Project Name/Number:* Submission of revised terrorism endorsements/ARCH-08-069

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125537692 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #? \$?  
Company Tracking Number: ARCH-08-069  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Commercial Excess Follow Form Liability Product  
Project Name/Number: Submission of revised terrorism endorsements/ARCH-08-069

## Supporting Document Schedules

**Satisfied -Name:** Letter of Authorization

**Review Status:**

Accepted for Informational 03/13/2008  
Purposes

**Comments:**

Attached is the letter of authorization

**Attachment:**

2008 Use this Letter.pdf

**Satisfied -Name:** Form Listing

**Review Status:**

Accepted for Informational 03/13/2008  
Purposes

**Comments:**

Attached is the Form Listing.

**Attachment:**

Forms Listing CW.pdf

**Satisfied -Name:** Cover Letter

**Review Status:**

Accepted for Informational 03/13/2008  
Purposes

**Comments:**

Attached is the Cover Letter.

**Attachment:**

Cover Letter.pdf

**Satisfied -Name:** Expedited Transmittal Form

**Review Status:**

Accepted for Informational 03/13/2008  
Purposes

**Comments:**

Attached is the Expedited Transmittal Form.

**Attachment:**

Expedited Transmittal Form.pdf

**Review Status:**

SERFF Tracking Number: WESA-125537692 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #? \$?  
Company Tracking Number: ARCH-08-069  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Commercial Excess Follow Form Liability Product  
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**Satisfied -Name:** Side by Side Comparisons Accepted for Informational 03/13/2008  
Purposes

**Comments:**

Attached are the Side by Side Comparisons of the forms being filed for approval.

**Attachments:**

185 vs 219.pdf

186 01 06 vs 186 03 08.pdf

187 01 06 vs 187 03 08.pdf



www.archinsurance.com



One Liberty Plaza  
53rd Floor  
New York, NY 10006

T 212.651.6500  
F 212.651.6499

January 1, 2008

Arch Insurance Company  
NAIC: #11150  
Letter of Authorization  
Filing of Forms, Rates and Rules

Dear Sir or Madame:

In accordance with the applicable statutes and regulations in your state, Wesley Pohler and Westmont Associates are hereby authorized to file form, rate and rate filings on behalf of Arch Insurance Company.

Very truly yours,



Carol Kennedy  
Vice President & Director of Compliance

**ARCH INSURANCE COMPANY -**  
**FORMS LISTING**

<b><u>Form Number</u></b>	<b><u>Form Name</u></b>
00 EXT0186 00 03 08	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism and Follow Form Limitation of Coverage for Other Terrorism on an Annual Aggregate Basis
00 EXT0187 00 03 08	Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism and Follow Form Limitation of Coverage for Other Terrorism
00 EXT0219 00 03 08	Exclusion of Terrorism Other Than a Certified Act of Terrorism



**WESTMONT  
ASSOCIATES, INC.**

March 12, 2008

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

**RE: Arch Insurance Company /NAIC# 11150/ FEIN# 43-0990710  
Commercial Excess Liability  
Terrorism Risk Insurance Program Reauthorization Act Endorsement  
EXPEDITED FILING  
Effective Date: December 26, 2007  
Filing Number: ARCH-08-069**

To Whom It May Concern:

Enclosed please find attached the Company's Commercial Property/Excess Property Terrorism Risk Insurance Program Reauthorization Act Endorsement submission. A letter permitting Westmont Associates, Inc. to submit this filing on Arch's behalf is enclosed.

On December 26, 2007, the Federal Government reauthorized and extended the Terrorism Risk Insurance Program. In response to this action, the Company is filing the attached Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism and Follow Form Limitation of Coverage for Other Terrorism on an Annual Aggregate Basis (00 EXT0186 00 03 08), Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism and Follow Form Limitation of Coverage for Other Terrorism (00 EXT0187 00 03 08), and Exclusion of Terrorism Other Than a Certified Act of Terrorism (00 EXT0219 00 03 08).

Your acknowledgement of this submission is respectfully requested. If you have any questions or concerns regarding the filing, please do not hesitate to contact me. Thank you for your attention to this matter.

Respectfully submitted,

***Meghan Slenkamp***

Meghan Slenkamp

Analyst

[meghans@westmontlaw.com](mailto:meghans@westmontlaw.com)

Enclosures

cc: N. Stepanski – Westmont  
C. Kennedy – Arch

**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 #
Arch Insurance Company	MO	11150	43-0990710

**Contact Info for Filer**

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Westmont Associates, Inc 25 Chestnut Street Suite 105 Haddonfield, NJ 08033	(856) 216-0220	(856) 216-0303	meghans@westmontlaw.com

**Filing information**

Line of Insurance (see attachment)	17.0 - Other Liability
Company Program Title (Marketing title) (if applicable)	Commercial Excess Liability
Filing Type ** see note below	Replacement of Current Form
This application is used with:	Commercial Excess Liability
Effective Date Requested	12/26/07
Filing date	3/12/08
Company Tracking Number	ARCH-08-069
Date filing approved in domiciliary state, if applicable	Pending in Missouri

	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		<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		

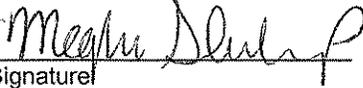
To be complete, a form filing must include the following:

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

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

Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and the laws of this state; and

Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

  
Signature: \_\_\_\_\_

Meghan Slenkamp  
Print Name: \_\_\_\_\_

Analyst  
Title: \_\_\_\_\_

# Page by Page Comparison

## Documents Compared

00EXT0185000106.pdf

00EXT0219000308.pdf

## Summary

2 page(s) differ

1 page(s) added

To see where the changes are, please scroll down.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION OF TERRORISM  
OTHER THAN A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under this policy.

**A.** The following definitions are added and apply under this endorsement whenever the term terrorism, the phrase any injury or damage, or the phrase certified act of terrorism are enclosed in quotation marks:

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

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

(1) use or threat of force or violence; or

(2) commission or threat of a dangerous act; or

(3) commission or threat of an act that interferes with or disrupts an electronic communication, information, or mechanical system; and

**b.** When:

(1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or

(2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

2. "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as defined in the **controlling underlying insurance** or in this policy .

3. "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 of 2002 and any amendment(s) thereto.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM**

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand or **loss** that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

This exclusion does not apply to a "certified act of terrorism".

But, this exclusion also applies when one or more of the following are attributed to an incident of "terrorism", including a "certified act of terrorism":

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION OF TERRORISM  
OTHER THAN A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under this policy.

**A.** The following definitions are added and apply under this endorsement whenever the term terrorism, the phrase any injury or damage, or the phrase certified act of terrorism are enclosed in quotation marks:

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

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

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

**b.** When:

- (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
- 2.** "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as defined in the **controlling underlying insurance** or in this policy.
- 3.** "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 of 2002 and any amendment(s) thereto.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM OTHER THAN A CERTIFIED ACT OF TERRORISM**

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand or **loss** that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

This exclusion also applies 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" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or

4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Further, this exclusion also applies to any claim, suit, demand or **loss** that alleges "any injury or damage" that is afforded by Commercial Automobile Insurance or Professional Liability Insurance regardless of whether or not coverage is afforded in the **controlling underlying insurance**.

C. Coverage provided by this endorsement for "any injury or damage" arising out of "certified act of terrorism", other than "terrorism" excluded in B. above, is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for "any injury or damage". This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to "certified act of terrorism" which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to "certified act of terrorism" available in the **underlying insurance** shall be paid by the **insured** before coverage under this endorsement becomes applicable.

Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:

- 1. Excluded by this endorsement; or
- 2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

- 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" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
- 4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

Other than "terrorism" described in paragraphs B.1. through B.5. above, this exclusion does not apply to:

- 1. "Certified act of terrorism"; or
- 2. "Terrorism" that is not a "certified act of terrorism" solely due to the fact the event did not meet the threshold of \$5,000,000 as provided in the definition of "act of terrorism" pursuant to the federal Terrorism Risk Insurance Act of 2002 and any amendments thereto and would otherwise meet the requirements in the definition of "act of terrorism".

Further, this exclusion also applies to any claim, suit, demand or **loss** that alleges "any injury or damage" that is afforded by Commercial Automobile Insurance or Professional Liability Insurance regardless of whether or not coverage is afforded in the **controlling underlying insurance**.

**C.** Coverage provided by this endorsement for "any injury or damage" arising out of "certified act of terrorism", other than "terrorism" excluded in **B.** above, is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for "any injury or damage". This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to "certified act of terrorism" which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to "certified act of terrorism" available in the **underlying insurance** shall be paid by the **insured** before coverage under this endorsement becomes applicable.

Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:

- 1. Excluded by this endorsement; or
- 2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.

All other terms and conditions of this Policy remain unchanged.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

# Page by Page Comparison

## Documents Compared

00EXT0186000106.pdf

00EXT0186000308.pdf

## Summary

2 page(s) differ

1 page(s) added

To see where the changes are, please scroll down.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM AND FOLLOW FORM LIMITATION OF COVERAGE FOR OTHER TERRORISM ON AN ANNUAL AGGREGATE BASIS**

This endorsement modifies insurance provided under this policy.

**SCHEDULE**

**Terrorism Aggregate Limit:** \$ \_\_\_\_\_

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

**(1)** use or threat of force or violence; or

**(2)** commission or threat of a dangerous act; or

**(3)** commission or threat of an act that interferes with or disrupts an electronic communication, information, or mechanical system; and

**b.** When:

**(1)** the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or

**(2)** it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

**2.** "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in the **controlling underlying insurance** or in this policy.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand or **loss** that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM AND FOLLOW FORM LIMITATION OF COVERAGE FOR OTHER TERRORISM ON AN ANNUAL AGGREGATE BASIS**

This endorsement modifies insurance provided under this policy.

**SCHEDULE**

**Terrorism Aggregate Limit:** \$ \_\_\_\_\_

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

**(1)** use or threat of force or violence; or

**(2)** commission or threat of a dangerous act; or

**(3)** commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

**b.** When:

**(1)** the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or

**(2)** it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

**2.** "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in the **controlling underlying insurance** or in this policy.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand or **loss** that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes

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" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

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

**C.** Coverage provided by this insurance for "any injury or damage" arising out of "terrorism", other than "terrorism" excluded in **B.** above, is subject to the Terrorism Aggregate Limit as described in paragraph **D.** of this endorsement and is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for "any injury or damage". This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to "terrorism" which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to "terrorism" available in the **underlying insurance** shall be paid by the **insured** before coverage under this endorsement becomes applicable. Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:

1. Excluded by this endorsement; or
2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.

**D.** The following paragraphs are added to the policy's Limits of Insurance provision:

The Terrorism Aggregate Limit shown in the Schedule of this endorsement is the most we will pay in total during the **policy period** for "any injury or damage" covered under this policy that arises out of "terrorism". The Terrorism Aggregate Limit is subject to the General Aggregate Limit and the Products-Completed Operations Aggregate Limit, and shall be within and not in addition to any such aggregate limits. Further, the Each Occurrence Limit will continue to apply to "any injury or damage" covered under the policy that arises out of "terrorism".

The limits described above will only be available if, and to the extent that, limits are available under the Terrorism Aggregate Limit.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

concurrently or in any sequence to such injury or damage. But this exclusion only applies when one or more of the following are attributed to an incident of "terrorism":

- a. 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
- b. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or
- d. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply:

- a. To "any injury or damage" that is otherwise excluded under this policy; or
- b. In any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

**C.** Coverage provided by this insurance for "any injury or damage" arising out of "terrorism", other than "terrorism" excluded in **B.** above, is subject to the Terrorism Aggregate Limit as described in paragraph **D.** of this endorsement and is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for "any injury or damage". This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to "terrorism" which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to "terrorism" available in the **underlying insurance** shall be paid by the **insured** before coverage under this endorsement becomes applicable. Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:

- 1. Excluded by this endorsement; or
- 2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.

**D.** The following paragraphs are added to the policy's Limits of Insurance provision:

The Terrorism Aggregate Limit shown in the Schedule of this endorsement is the most we will pay in total during the **policy period** for "any injury or damage" covered under this policy that arises out of "terrorism". The Terrorism Aggregate Limit is subject to the General Aggregate Limit and the Products-Completed Operations Aggregate Limit, and shall be within and not in addition to any such aggregate limits. Further, the Each Occurrence Limit will continue to apply to "any injury or damage" covered under the policy that arises out of "terrorism".



The limits described above will only be available if, and to the extent that, limits are available under the Terrorism Aggregate Limit.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

# Page by Page Comparison

## Documents Compared

00EXT0187000106.pdf

00EXT0187000308.pdf

## Summary

2 page(s) differ

To see where the changes are, please scroll down.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM AND FOLLOW FORM LIMITATION OF COVERAGE FOR OTHER TERRORISM**

This endorsement modifies insurance provided under this policy.

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

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

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

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

**b.** When:

- (1) the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or
  - (2) it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.
2. "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as defined in **controlling underlying insurance applicable** or in this policy.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand, or loss that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM AND FOLLOW FORM LIMITATION OF COVERAGE FOR OTHER TERRORISM**

This endorsement modifies insurance provided under this policy.

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

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

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

**(1)** use or threat of force or violence; or

**(2)** commission or threat of a dangerous act; or

**(3)** commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

**b.** When:

**(1)** the effect is to intimidate or coerce a government or a civilian population or any segment thereof, or to disrupt any segment of the economy; and/or

**(2)** it appears that the intent is to intimidate or coerce a government or a civilian population, or to further a philosophical, political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophical, political, ideological, religious, social or economic objective.

**2.** "Any injury or damage" means any injury or damage covered under this policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as defined in **controlling underlying insurance applicable** or in this policy.

**B.** The following exclusion is added:

**EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM**

It is agreed that regardless of whether or not coverage is afforded in the **controlling underlying insurance**, this policy does not apply to any claim, suit, demand, or loss that alleges "any injury or damage" that, in any way, in whole or in part, arises out of, relates to or results from "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion only applies when one or more of the following are attributed to an incident of "terrorism":

**a.** 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

3. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or

4. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

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

C. Coverage provided by this endorsement for "any injury or damage" arising out of "terrorism", other than "terrorism" excluded in B. above, is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for "any injury or damage". This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to "terrorism" which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to "terrorism" available in the **underlying insurance** shall be paid by the **insured** before coverage under this endorsement becomes applicable.

Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:

1. Excluded by this endorsement; or
2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.

All other terms and conditions of this Policy remain unchanged.

[Redacted line]

[Redacted line]

[Redacted line]

[Redacted line]

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date:

b. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

c. The "terrorism" involves the use, release, or escape of nuclear materials, or that directly or indirectly results in nuclear reaction, nuclear radiation or radioactive contamination; or

d. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

e. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply:

a. To "any injury or damage" that is otherwise excluded under this policy; or

b. In any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

C. Coverage provided by this endorsement for "any injury or damage" arising out of "terrorism", other than "terrorism" excluded in **B.** above, is afforded only to the same extent that coverage is afforded in the **controlling underlying insurance** for "any injury or damage". This insurance will not provide broader coverage than that provided by the **controlling underlying insurance**. If there is a reduction or exhaustion of the **underlying insurance** as a result of a sub-limit of liability applicable to "terrorism" which sub-limit of liability is less than the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance, any difference between the total Limits of Liability of the Underlying Insurance as stated in Schedule A – Schedule of Underlying Insurance and Sub-Limit of Liability applicable to "terrorism" available in the **underlying insurance** shall be paid by the **insured** before coverage under this endorsement becomes applicable.

Further, coverage provided by this endorsement will not recognize reduction or exhaustion of the **underlying insurance** by any claim or suit or any payment of **loss**, cost or expense whether:

1. Excluded by this endorsement; or

2. As a result of the application of the aggregate limit(s) of the **underlying insurance**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number:

Named Insured:

Endorsement Effective Date: