

SERFF Tracking Number: BALB-125612485 State: Arkansas  
Filing Company: Balboa Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: FOH\_08-6146, FOH\_08-6198, FOH\_08-6272 & FOH\_08-6327  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: BMF, LPP, RBP, & REO  
Project Name/Number: TRIA Re-Authorization Act/FOH\_08-6146, FOH\_08-6198, FOH\_08-6272 & FOH\_08-6327

## Filing at a Glance

Company: Balboa Insurance Company  
Product Name: BMF, LPP, RBP, & REO SERFF Tr Num: BALB-125612485 State: Arkansas  
TOI: 01.0 Property SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines) Co Tr Num: FOH\_08-6146, FOH\_08-6198, FOH\_08-6272 & FOH\_08-6327 State Status: Fees verified and received  
Filing Type: Form Co Status: In Progress Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
Authors: Elizabeth Clark, Mike Jocson Disposition Date: 04/23/2008  
Date Submitted: 04/18/2008 Disposition Status: Approved  
Effective Date Requested (New): 01/01/2008 Effective Date (New): 01/01/2008  
Effective Date Requested (Renewal): 01/01/2008 Effective Date (Renewal): 01/01/2008

State Filing Description:

## General Information

Project Name: TRIA Re-Authorization Act Status of Filing in Domicile: Authorized  
Project Number: FOH\_08-6146, FOH\_08-6198, FOH\_08-6272 & FOH\_08-6327 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 04/23/2008  
State Status Changed: 04/23/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
Dear Sir/Madam:

This filing is being submitted as an independent filing on behalf of Balboa Insurance Company. The last applicable filing

SERFF Tracking Number: BALB-125612485 State: Arkansas  
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to the Blanket Mortgage Fire program was filed and approved effective 11-11-2007 under our company file number FOH\_07-5759 and to the Real Estate Owned program effective 05-25-2007 under our company file number FOH\_07-5237.

In compliance with the Terrorism Risk Insurance Program Re-Authorization Act of 2007, please find attached the revised Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0324-E0308 which will replace the previously filed and approved form number 01A09-00ED294-E0607 and the revised Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0325-E0308 which will replace the previously filed and approved form numbers 01A09-00ED0183-E0306 & 01A09-00ED0184-E0306. We are adding the Certified Acts of Terrorism Exclusion Endorsement to our Lender's Protection program and Risk Based program, form number 01A09-00ED0326-E0308.

The Policy Holder Disclosure Notice of Terrorism, form number 01A09-00NT0038-E0308, is included in this filing for the Department's information.

Pursuant to Arkansas's filing rules and regulations, the filing fee of \$50.00 will be sent via EFT.

Pursuant to the Terrorism Risk Insurance Program Re-Authorization Act of 2007 which is effective immediately, we will be implementing this filing effective January 1, 2008.

## Company and Contact

### Filing Contact Information

Michael Jocson, Filing Compliance Analyst I mike\_jocson@balboainsurance.com  
3349 Michelson Drive, Ste. 200 (949) 222-8151 [Phone]  
Irvine, CA 92612-8893 (949) 222-8774[FAX]

### Filing Company Information

Balboa Insurance Company CoCode: 24813 State of Domicile: California  
3349 Michelson Drive, Suite 200 Group Code: 1330 Company Type:  
Irvine, CA 92612-8893 Group Name: Balboa Insurance State ID Number:  
Group  
(800) 854-6115 ext. [Phone] FEIN Number: 95-6027860

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## Filing Fees

Fee Required?                      Yes  
 Fee Amount:                      \$50.00  
 Retaliatory?                      No  
 Fee Explanation:                      \$50.00 X 1 Filing = \$50.00  
 Per Company:                      No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Balboa Insurance Company	\$50.00	04/18/2008	19716641

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	04/23/2008	04/23/2008

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## **Disposition**

Disposition Date: 04/23/2008

Effective Date (New): 01/01/2008

Effective Date (Renewal): 01/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BALB-125612485 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Side by Side Comparison	Approved	Yes
Supporting Document	Side by Side Comparison	Approved	Yes
Supporting Document	Side by Side Comparison	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Policy Holder Disclosure Notice of Terrorism	Approved	Yes
Form	Certified Acts of Terrorism Exclusion Endorsement	Approved	Yes
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Policy Holder Disclosure Notice of Terrorism	01A09-00NT0038-E0308		Disclosure/ New Notice		0.00	01A0900NT0038E0308.pdf
Approved	Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0324-E0308		Endorsement/Amendment/Conditions	Replaced Form #:0.00 01A09-00ED294-E0607 Previous Filing #: FOH_07-5759		01A0900ED0324E0308.pdf
Approved	Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0325-E0308		Endorsement/Amendment/Conditions	Replaced Form #:0.00 01A09-00ED0183-E0306 & 01A09-00ED0184-E0306 Previous Filing #: FOH_07-5237		01A0900ED0325E0308.pdf
Approved	Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0326-E0308		Endorsement/Amendment/Conditions		0.00	01A09-00ED0326-E0308.pdf

**BALBOA INSURANCE COMPANY**

**POLICY HOLDER DISCLOSURE  
NOTICE OF TERRORISM  
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102 (l) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurer's liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is less than 1% of the total annual premium for your policy, and does not include any charges for the portion of losses covered by the United States government under the Act.

**I ACKNOWLEDGE THAT I HAVE BEEN NOTIFIED THAT UNDER THE TERRORISM RISK INSURANCE ACT, AS AMENDED, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER MY POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT, MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE MY COVERAGE AND I HAVE BEEN NOTIFIED OF THE PORTION OF MY PREMIUM ATTRIBUTABLE TO SUCH COVERAGE.**

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Name of Insured: \_\_\_\_\_

Policy Number: \_\_\_\_\_

# BALBOA INSURANCE COMPANY

## CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

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

- I. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.
- II. This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the nuclear exclusion, and war risk exclusion, the provisions of this endorsement control.
- III. For purposes of this endorsement, the following definition is AMENDED:

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

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

- IV. The following exclusions is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from any “Certified Act of Terrorism”. Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply only when:

1. the terrorism involves the use, release, dispersal, escape or application of any nuclear material, containment or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination; or
2. the terrorism is carried out by the means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, containment or pollutant.

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

**V. The following provision is ADDED:**

When the aggregate insured losses due to act of terrorist exceed \$100 billion and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement,

This endorsement is attached to and forms a part of Policy Number. \_\_\_\_\_

Issued to \_\_\_\_\_

Effective Date of this Endorsement \_\_\_\_\_ Endorsement Number \_\_\_\_\_

# BALBOA INSURANCE COMPANY

## CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

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

- I. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.
- II. This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the nuclear exclusion, and war risk exclusion, the provisions of this endorsement control.
- III. For purposes of this endorsement, the following definition is ADDED:

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

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

- IV. The following exclusion is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from any “Certified Act of Terrorism”. Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply only when:

1. the terrorism involves the use, release, dispersal, escape or application of any nuclear material, containment or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination; or
2. the terrorism is carried out by means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, containment or pollutant.
3. the terrorism results in death or serious physical injury to fifty or more persons for related incidents that occur within a 72 hour period, if liability insurance coverage is provided. For purposes of this provision, serious physical injury means physical injury that involves a substantial risk of death, protracted and obvious physical disfigurement, or protracted loss of impairment of the function of a bodily member or organ.

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

**V. The following provision is ADDED:**

When the aggregate insured losses due to act of terrorist exceed \$100 billion and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement,

This endorsement is attached to and forms a part of Policy Number. \_\_\_\_\_

Issued to \_\_\_\_\_

Effective Date of this Endorsement \_\_\_\_\_ Endorsement Number \_\_\_\_\_

# BALBOA INSURANCE COMPANY

## CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

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

- I. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.
- II. This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the nuclear exclusion, and war risk exclusion, the provisions of this endorsement control.
- III. For purposes of this endorsement, under the **Commercial Property Fire Insurance Form** issued to YOU, the following definition is AMENDED:

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

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

- IV. Under the **Commercial Property Fire Insurance Form** issued to YOU, the definition of “NON-CERTIFIED ACT OF TERRORISM” is DELETED in its entirety.
- V. Under the **Commercial Property Fire Insurance Form** issued to YOU, **EXCLUSIONS**, Subsection 1, NON-CERTIFIED ACT OF TERRORISM, is DELETED in its entirety.
- VI. Under the **Commercial Property Fire Insurance Form** issued to you, the following exclusion is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from any “Certified Act of Terrorism”. Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply only when:

1. the terrorism involves the use, release, dispersal, escape or application of any nuclear material, containment or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination; or
2. the terrorism is carried out by the means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, containment or pollutant.

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

**VII. Under the Commercial Property Fire Insurance Form issued to YOU, the following condition is ADDED:**

When the aggregate insured losses due to act of terrorist exceed \$100 billion and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement,

This endorsement is attached to and forms a part of Policy Number. \_\_\_\_\_

Issued to \_\_\_\_\_

Effective Date of this Endorsement \_\_\_\_\_ Endorsement Number \_\_\_\_\_

*SERFF Tracking Number:*      *BALB-125612485*                      *State:*                      *Arkansas*  
*Filing Company:*              *Balboa Insurance Company*                      *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *FOH\_08-6146, FOH\_08-6198, FOH\_08-6272 & FOH\_08-6327*  
*TOI:*                      *01.0 Property*                      *Sub-TOI:*                      *01.0001 Commercial Property (Fire and Allied Lines)*  
  
*Product Name:*                      *BMF, LPP, RBP, & REO*  
*Project Name/Number:*              *TRIA Re-Authorization Act/FOH\_08-6146, FOH\_08-6198, FOH\_08-6272 & FOH\_08-6327*

## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 04/23/2008

**Comments:**

**Attachment:**

industry\_rates\_PCtransDoc\_intelligent.pdf

**Satisfied -Name:** Side by Side Comparison **Review Status:** Approved 04/23/2008

**Comments:**

**Attachment:**

01A0900ED0183E0306 side-by-side.pdf

**Satisfied -Name:** Side by Side Comparison **Review Status:** Approved 04/23/2008

**Comments:**

**Attachment:**

01A0900ED0184E0306 side-by-side.pdf

**Satisfied -Name:** Side by Side Comparison **Review Status:** Approved 04/23/2008

**Comments:**

**Attachment:**

01A0900ED0294E0607 side-by-side.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Approved 04/23/2008

**Comments:**

**Attachment:**

Cover Letter.pdf

## Property & Casualty Transmittal Document

Reset Form

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

<b>3. Group Name</b>	<b>Group NAIC #</b>
Balboa Insurance Group	1330

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Balboa Insurance Company	California	24813	95-6027860	

<b>5. Company Tracking Number</b>	FOH_08-6146, FOH_08-6198, FOH_08-6272 & FOH_08-6327
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Michael B. Jocson 3349 Michelson Dr. Suite 200, Irvine, CA 92612-8893	Compliance Analyst	800-854-6115 ext. 8151	<b>949-222-8717</b>	mike_jocson@balboainsurance.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Michael B. Jocson

Digitally signed by Michael B. Jocson  
DN: cn=Michael B. Jocson, o=Balboa Insurance Group, ou=Forms and Filings,  
email=mike\_jocson@balboainsurance.com, c=US  
Date: 2008.04.17 10:05:34 -0700

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	01.0 Property
10. Sub-Type of Insurance (Sub-TOI)	01.0001 Commercial Property (Fire and Allied Lines)
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	BMF, LPP, RBP, & REO
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 01-01-2008      Renewal: 01-01-2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	04-18-2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. **This filing transmittal is part of Company Tracking #** FOH\_08-6146, 6198, 6272 & 6327

21. **Filing Description** [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

In compliance with the Terrorism Risk Insurance Program Re-Authorization Act of 2007, please find attached the revised Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0324-E0308 which will replace the previously filed and approved form number 01A09-00ED294-E0607 and the revised Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0325-E0308 which will replace the previously filed and approved form numbers 01A09-00ED0183-E0306 & 01A09-00ED0184-E0306. We are adding the Certified Acts of Terrorism Exclusion Endorsement to our Lender's Protection program and Risk Based program, form number 01A09-00ED0326-E0308.

The Policy Holder Disclosure Notice of Terrorism, form number 01A09-00NT0038-E0308, is included in this filing for the Department's information.

[View Complete Filing Description](#)

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

Check #: N/A (via EFT)

Amount: \$50.00

\$50.00 X 1 Filing = \$50.00

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

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

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	FOH_08-6146, 6198, 6272 & 6327
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Policy Holder Disclosure Notice of Terrorism	01A09-00NT0038-E0 308	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0326-E0 308	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0324-E03 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	01A09-00ED2 94-E0607	FOH_07-5759
04	Certified Acts of Terrorism Exclusion Endorsement	01A09-00ED0325-E0 308	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	01A09-00ED0183-E0306 & 01A09-00ED0184-E0306	FOH_07-5237
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

BALBOA INSURANCE COMPANY

**CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT**

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

I. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.

II. This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the nuclear exclusion, and war risk exclusion, the provisions of this endorsement control.

III. For purposes of this endorsement, the following definition is ADDED:

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

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

IV. The following exclusion is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from, any "Certified Act of Terrorism". Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply when:

- the terrorism involves the use, release, dispersal, escape or application of any nuclear material, contaminant or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination; or
- the terrorism is carried out by means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, contaminant or pollutant; or
- the terrorism results in death or serious physical injury to fifty or more persons for related incidents that occur within a 72 hour period, if liability insurance coverage is provided. For purposes of this provision, serious physical injury means physical injury that involves a substantial risk of death, protracted and obvious physical disfigurement, or protracted loss of impairment of the function of a bodily member or organ.

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

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**V.** The Following provision is ADDED:

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When the aggregate insured losses due to act of terrorist exceed \$100 billion and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.

Policy Number \_\_\_\_\_

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Issued to \_\_\_\_\_

Effective date of this endorsement \_\_\_\_\_ . Endorsement number \_\_\_\_\_ .

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(hereinafter "the Company")  
3349 Michelson Drive, Suite 200  
Irvine, CA 92612-8893

## REO LIABILITY

B. "**Non-Certified Act of Terrorism**" means an act that:

is dangerous to human life, property or infrastructure, that is committed by an individual or individuals; and

appears to be part of an effort to coerce a civilian population or influence the policy or affect the conduct of any government by coercion; and

3. is not a **Certified Act of Terrorism**, except that an act of terrorism that is not deemed a **Certified Act of Terrorism** by the Secretary of the Treasury solely because property and casualty losses resulting from such act of terrorism, in the aggregate, do not exceed \$5,000,000 shall not be deemed a **Non-Certified Act of Terrorism**

arising out of, or in connection with

regardless of any other cause or

concurrently with or in any other sequence to the loss or damage.

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D. the amount of loss and damage to all property, including loss of use and business interruption losses in the United States attributable to one or more **Non-Certified Act of Terrorism**, which occurs within a 72-hour period, exceeds \$25,000,000, in the aggregate.

Ensuing loss or damage by fire will be covered.

All other terms and conditions remain unchanged.

This endorsement is attached to and forms a part of:



BALBOA INSURANCE COMPANY

CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

I. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.

II. This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the nuclear exclusion, and war risk exclusion, the provisions of this endorsement control.

III. For purposes of this endorsement, the following definition is ADDED:

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

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

IV. The following exclusion is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from any "Certified Act of Terrorism". Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply when:

- 1. the terrorism involves the use, release, dispersal, escape or application of any nuclear material, contaminant or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination; or
2. the terrorism is carried out by means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, contaminant or pollutant;
3. the terrorism results in death or serious physical injury to fifty or more persons for related incidents that occur within a 72 hour period, if liability insurance coverage is provided. For of this provision, serious physical injury means physical injury that involves a substantial risk of death, protracted and obvious physical disfigurement, or protracted loss of impairment of the function of a bodily member or organ.

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

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V. The following provision is ADDED:

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When the aggregate insured losses due to act of terrorist exceed \$100 billion and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.

Policy Number \_\_\_\_\_

Issued to \_\_\_\_\_.

Effective date of this endorsement \_\_\_\_\_ . Endorsement number \_\_\_\_\_.

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3. is not a **Certified Act of Terrorism**, except that an act of terrorism that is not deemed a **Certified Act of Terrorism** by the Secretary of the Treasury solely because property and casualty losses resulting from such act of terrorism, in the aggregate, do not exceed \$5,000,000 shall not be deemed a **Non-Certified Act of Terrorism**.

arising out of, or in connection with any **Non-Certified Act of Terrorism**, regardless of any other cause or event

concurrently with or in any other sequence to the loss or damage.

amount of loss and damage to all property, including loss of use and business interruption losses in the United States attributable to one or more **Non-Certified Act of Terrorism**, which occurs within a 72-hour period, exceeds \$25,000,000, in the aggregate.

Ensuing loss or damage by fire will be covered.

All other terms and conditions remain unchanged.

This endorsement is attached to and forms a part of:

BALBOA INSURANCE COMPANY

**CERTIFIED ACTS OF TERRORISM EXCLUSION ENDORSEMENT**

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

I. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.

II. This endorsement amends the Policy issued to YOU. To the extent any provision of this endorsement conflicts with that form, including without limitation the Nuclear exclusion, and war exclusion, the provisions of this endorsement control.

III. For purposes of this endorsement, the following definition is ADDED:

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

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

IV. The following exclusions is ADDED:

WE will not pay for LOSS caused directly or indirectly by, consisting of, or resulting from any “Certified Act of Terrorism”. Such LOSS is excluded regardless of any other cause or event resulting from, contributing to or aggravating the LOSS. This exclusion shall apply when:

- the terrorism involves the use, release, dispersal, escape or application of any nuclear material, contaminant or pollutant, or that directly or indirectly results in any nuclear reaction, nuclear discharge, nuclear radiation, nuclear or radioactive pollution, or nuclear or radioactive contamination; or
- the terrorism is carried out by means of the use, release, dispersal, escape or application of any pathogenic or poisonous biological or chemical material, contaminant or pollutant; or

However, ensuing loss or damage by fire will be covered. WE will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected insured property.

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V. The following provision is ADDED:

When the aggregate insured losses due to act of terrorist exceed \$100 billion and WE have met OUR insurer deductible under the Terrorism Risk Insurance Act, WE shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case the insured losses up to that amount are subject to pro rata allocation in accordance with the procedures established by the Secretary of the Treasury.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, or limitations of the Policy to which this endorsement is attached other than as stated above. Unless stated otherwise herein, terms defined in the Policy shall have the same meaning for purposes of this Endorsement.

This endorsement is attached to and forms a part of Policy Number \_\_\_\_\_

Issued to \_\_\_\_\_.

Effective date of this endorsement \_\_\_\_\_ . Endorsement number \_\_\_\_\_.

contributed to by, resulting from, arising out of, or in connection with any **Non-Certified Act of Terrorism**, regardless of any other cause or event contributing concurrently with or in any other sequence to the loss or damage.

C. the amount of loss and damage to all property, including loss of use and business interruption losses in the United States attributable to one or more **Non-Certified Act of Terrorism**, which occurs within a 72-hour period, exceeds \$25,000,000, in the aggregate.

Ensuing loss or damage by fire will be covered.

All other terms and conditions remain unchanged.

This endorsement is attached to and forms a part of:



April 18, 2008

Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

**Balboa Insurance Company – NAIC #24813, FEIN # 95-6027860**  
**Blanket Mortgage Fire, Lender's Protection Program, Real Estate Owned and Risk Based Program**  
**Independent Filing – Form Revision – Terrorism Exclusion Endorsement & Disclosure**  
**Our File # FOH\_08-6146, FOH\_08-6198, FOH\_08-6272 & FOH\_08-6327**

Dear Sir/Madam:

This filing is being submitted as an independent filing on behalf of Balboa Insurance Company. The last applicable filing to the Blanket Mortgage Fire program was filed and approved effective 11-11-2007 under our company file number FOH\_07-5759 and to the Real Estate Owned program effective 05-25-2007 under our company file number FOH\_07-5237.

In compliance with the Terrorism Risk Insurance Program Re-Authorization Act of 2007, please find attached the revised Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0324-E0308 which will replace the previously filed and approved form number 01A09-00ED294-E0607 and the revised Certified Acts of Terrorism Exclusion Endorsement, form number 01A09-00ED0325-E0308 which will replace the previously filed and approved form numbers 01A09-00ED0183-E0306 & 01A09-00ED0184-E0306. We are adding the Certified Acts of Terrorism Exclusion Endorsement to our Lender's Protection program and Risk Based program, form number 01A09-00ED0326-E0308.

The Policy Holder Disclosure Notice of Terrorism, form number 01A09-00NT0038-E0308, is included in this filing for the Department's information.

Pursuant to Arkansas's filing rules and regulations, the filing fee of \$50.00 will be sent via EFT.

Pursuant to the Terrorism Risk Insurance Program Re-Authorization Act of 2007 which is effective immediately, we will be implementing this filing effective January 1, 2008.

Thank you for your attention to this matter and please contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads 'Michael B. Jocson'.

Michael B. Jocson  
Filing Compliance Analyst I  
Balboa Insurance Company  
Toll Free #: (800) 854-6115 ext.8151  
Fax #: (949) 222-8774  
[Mike\\_Jocson@balboainsurance.com](mailto:Mike_Jocson@balboainsurance.com)

Attachments:  
cc: B. Departie