

SERFF Tracking Number: FARL-125561162 State: Arkansas  
First Filing Company: Farmland Mutual Insurance Company, ... State Tracking Number: #11669118 \$100  
Company Tracking Number: A-2008MSAI-7BZN35  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: CommercialGard  
Project Name/Number: A-2008MSAI-7BZN35/A-2008MSAI-7BZN35

## Filing at a Glance

Companies: Farmland Mutual Insurance Company, Nationwide Agribusiness Insurance Company  
Product Name: CommercialGard SERFF Tr Num: FARL-125561162 State: Arkansas  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: #11669118 \$100  
Sub-TOI: 05.0003 Commercial Package Co Tr Num: A-2008MSAI-7BZN35 State Status: Fees verified and received  
Filing Type: Form Co Status: Submitted Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
Author: Debby Wensel Disposition Date: 04/01/2008  
Date Submitted: 03/20/2008 Disposition Status: Approved  
Effective Date Requested (New): 04/01/2008 Effective Date (New): 04/01/2008  
Effective Date Requested (Renewal): 04/01/2008 Effective Date (Renewal): 04/01/2008

State Filing Description:

## General Information

Project Name: A-2008MSAI-7BZN35 Status of Filing in Domicile:  
Project Number: A-2008MSAI-7BZN35 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 04/01/2008 Deemer Date:  
State Status Changed: 04/01/2008  
Corresponding Filing Tracking Number:  
Filing Description:  
Expedited Terrorism Filing

## Company and Contact

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### Filing Contact Information

Debby Wensel, Filings Analyst dwensel@nationwide.com  
 1100 Locust Street (515) 508-3658 [Phone]  
 Des Moines, IA 50391-3030 (515) 508-3694[FAX]

### Filing Company Information

|                                   |                         |                         |
|-----------------------------------|-------------------------|-------------------------|
| Farmland Mutual Insurance Company | CoCode: 13838           | State of Domicile: Iowa |
| 1100 Locust Street                | Group Code: 140         | Company Type: Mutual    |
| Dept 3030                         |                         |                         |
| Des Moines, IA 50391-3030         | Group Name:             | State ID Number:        |
| (515) 508-3618 ext. [Phone]       | FEIN Number: 42-0618271 |                         |
|                                   | -----                   |                         |

|   |                         |                         |
|---|-------------------------|-------------------------|
| Nationwide Agribusiness Insurance Company | CoCode: 28223           | State of Domicile: Iowa |
| 1100 Locust Street                        | Group Code: 140         | Company Type: Stock     |
| Dept 3030                                 |                         |                         |
| Des Moines, IA 50391-3030                 | Group Name:             | State ID Number:        |
| (515) 508-3618 ext. [Phone]               | FEIN Number: 42-1015537 |                         |
|   | -----                   |                         |

### Filing Fees

Fee Required? No  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

| COMPANY                                   | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---|--------|----------------|---------------|
| Farmland Mutual Insurance Company         | \$0.00 | 03/20/2008     |               |
| Nationwide Agribusiness Insurance Company | \$0.00 | 03/20/2008     |               |

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## Correspondence Summary

### Dispositions

| Status   | Created By       | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 04/01/2008 | 04/01/2008     |

### Filing Notes

| Subject    | Note Type     | Created By       | Created On | Date Submitted |
|------------|---------------|------------------|------------|----------------|
| Filing Fee | Note To Filer | Llyweyia Rawlins | 03/25/2008 | 03/25/2008     |

SERFF Tracking Number: FARL-125561162 State: Arkansas  
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## Disposition

Disposition Date: 04/01/2008  
Effective Date (New): 04/01/2008  
Effective Date (Renewal): 04/01/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

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

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| Item Type           | Item Name  | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty   | Approved    | Yes           |
| Supporting Document | Supporting Documentation   | Approved    | Yes           |
| Form                | EXCLUSION OF CERTIFIED ACTS OF TERRORISM   | Approved    | Yes           |
| Form                | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM   | Approved    | Yes           |
| Form                | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM   | Approved    | Yes           |
| Form                | EXCLUSION OF CERTIFIED ACTS OF TERRORISM   | Approved    | Yes           |
| Form                | EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM | Approved    | Yes           |
| Form                | EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES    | Approved    | Yes           |
| Form                | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM   | Approved    | Yes           |
| Form                | EXCLUSION OF CERTIFIED ACTS OF TERRORISM   | Approved    | Yes           |
| Form                | ARKANSAS EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM   | Approved    | Yes           |
| Form                | NOTICE - OFFER OF TERRORISM COVERAGE NOTICE – DISCLOSURE OF PREMIUM  | Approved    | Yes           |
| Form                | DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT  | Approved    | Yes           |
| Form                | NOTICE - OFFER OF TERRORISM COVERAGE NOTICE –DISCLOSURE OF PREMIUM   | Approved    | Yes           |

*SERFF Tracking Number:* FARL-125561162 *State:* Arkansas  
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**Note To Filer**

**Created By:**

Llyweyia Rawlins on 03/25/2008 10:09 AM

**Subject:**

Filing Fee

**Comments:**

Hello Debby

There is a filing fee of \$50 due on this filing.

If you were just filing the Disclosure notices they would be for informational purpose only but you are filing the other TRIA policy forms which those require the filing fee.

When can we expect a check for the fee?

Thank You

Llyweyia Rawlins

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## Form Schedule

| Review Status | Form Name  | Form #  | Edition Date | Form Type Action                 | Action Specific Data                                | Readability | Attachment       |
|---------------|--|---------|--------------|----------------------------------|---|-------------|------------------|
| Approved      | EXCLUSION OF CERTIFIED ACTS OF TERRORISM   | CMGB847 | 0108         | Endorsement/Amendment/Conditions |   |             | CMGB847 0108.pdf |
| Approved      | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM   | CMGB848 | 0108         | Endorsement/Amendment/Conditions |   |             | CMGB848 0108.pdf |
| Approved      | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM   | CMGB852 | 0108         | Endorsement/Amendment/Conditions |   |             | CMGB852 0108.pdf |
| Approved      | EXCLUSION OF CERTIFIED ACTS OF TERRORISM   | CMGB853 | 0108         | Endorsement/Amendment/Conditions |   |             | CMGB853 0108.pdf |
| Approved      | EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM | CMGB868 | 0108         | Endorsement/Amendment/Conditions | Replaced Form #: CMGB868 0505<br>Previous Filing #: |             | CMGB868 0108.pdf |
| Approved      | EXCLUSION OF CERTIFIED   | CMGB869 | 0108         | Endorsement/Amendment            | Replaced Form #: CMGB869 0505                       |             | CMGB869 0108.pdf |

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ACTS OF ent/Condi Previous Filing #:  
 TERRORISM ons  
 AND  
 EXCLUSION OF  
 OTHER ACTS  
 OF TERRORISM  
 COMMITTED  
 OUTSIDE THE  
 UNITED STATES

Approved CAP ON CMGP0240108 Endorseme New CMGP024  
 LOSSES FROM 0108 nt/Amendm 0108.pdf  
 CERTIFIED ent/Condi  
 ACTS OF ons  
 TERRORISM

Approved EXCLUSION OF CMGP0250108 Endorseme New CMGP025  
 CERTIFIED 0108 nt/Amendm 0108.pdf  
 ACTS OF ent/Condi  
 TERRORISM ons

Approved ARKANSAS CMGB8790108 Endorseme Replaced Replaced Form #: CMGB879  
 EXCLUSION OF 0108 nt/Amendm CMGB879 0505 0108.pdf  
 PUNITIVE ent/Condi Previous Filing #:  
 DAMAGES ons  
 RELATED TO A  
 CERTIFIED ACT  
 OF TERRORISM

Approved NOTICE - CMGB8730108 Disclosure/ Replaced Replaced Form #: CMGB873  
 OFFER OF 0108 Notice Previous Filing #:  
 TERRORISM  
 COVERAGE  
 NOTICE –  
 DISCLOSURE  
 OF PREMIUM

Approved DISCLOSURE MLXB210 0108 Disclosure/ Replaced Replaced Form #: MLXB210  
 PURSUANT TO 0108 Notice 0108.pdf  
 TERRORISM Previous Filing #:  
 RISK  
 INSURANCE

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ACT

|          |  |                     |                                |  |                     |
|----------|--|---------------------|--------------------------------|--|---------------------|
| Approved | NOTICE -<br>OFFER OF<br>TERRORISM<br>COVERAGE<br>NOTICE<br>-DISCLOSURE<br>OF PREMIUM | CMGP0260108<br>0108 | Disclosure/ Replaced<br>Notice | Replaced Form #:<br><br>Previous Filing #: | CMGP026<br>0108.pdf |
|----------|--|---------------------|--------------------------------|--|---------------------|



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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **SECTION III - COMMERCIAL GENERAL LIABILITY INSURANCE**

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

This insurance does not apply to:

**TERRORISM**

**Any injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**.

**B.** The following definitions are added:

- 1.** For the purposes of this endorsement, **any injury or damage** means any injury or damage covered under any Coverage Section to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, or personal and advertising injury** as may be defined in any applicable Coverage Section.
- 2. Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism include the following:**
  - a.** The act resulted in insured **losses** in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **SECTION III - COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **SECTION I – PROPERTY INSURANCE**

#### **A. Cap On Certified Terrorism Losses**

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

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

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

#### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any **loss** which would otherwise be excluded under this Coverage Section or Policy, such as **losses** excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**SECTION I – PROPERTY INSURANCE**

**SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Section or Policy:

| <u>States</u>  | <u>Coverage Section, Form Or Policy</u> |
|--|---|
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

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

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

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

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

**CERTIFIED ACT OF TERRORISM EXCLUSION**

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

**C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph B. applies only if indicated and as indicated in the Schedule of this endorsement.

If a **certified act of terrorism** results in fire, **we** will pay for the **loss** or damage caused by that fire. Such coverage for fire applies only to direct **loss** or damage by fire to **Covered Property**. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to Legal Liability Coverage or Leasehold Interest Coverage.

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

#### **D. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any **loss** which would otherwise be excluded under this Coverage Section or Policy, such as **losses** excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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

**EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

**SECTION III - COMMERCIAL GENERAL LIABILITY INSURANCE**

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

This insurance does not apply to:

**TERRORISM**

**Any injury or damage** arising, directly or indirectly, out of an **other act of terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the **coverage territory**. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in U.S. dollars) . In determining whether the \$25,000,000 threshold is exceeded, **we** will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an **other act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B. The following definitions are added:**

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

2. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:
- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico): or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) **The premises of any United States mission; and**
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. **Other act of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **certified act of terrorism**. Multiple incidents of an **other act of terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. In the event of an **other act of terrorism** that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Section.
- D. If aggregate insured **losses** attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and **we** have met **our** insurer deductible under the Terrorism Risk Insurance Act, **we** shall not be liable for the payment of any portion of the amount of such **losses** that exceeds \$100 billion, and in such case insured **losses** up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

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

This endorsement modifies insurance provided under the following:

**SECTION III - COMMERCIAL GENERAL LIABILITY INSURANCE**

A. The following exclusion is added:

**This insurance does not apply to: TERRORISM**

**Any injury or damage** arising, directly or indirectly, out of a **certified act of terrorism**, or out of an **other act of terrorism** that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the **coverage territory**. However, with respect to an **other act of terrorism**, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, **we** will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs **1.** and **2.** describe the thresholds used to measure the magnitude of an incident of an **other act of terrorism** and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

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

2. **Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:
- a. The act resulted in insured **losses** in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the **loss** occurs; or
      - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. **Other act of terrorism** means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a **certified act of terrorism**.
- Multiple incidents of an **other act of terrorism** which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

C. **In the event of any incident of a certified act of terrorism or an other act of terrorism that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Section.**

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **SECTION I – PROPERTY INSURANCE**

#### **A. Cap On Certified Terrorism Losses**

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

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

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

#### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any **loss** which would otherwise be excluded under this Coverage Section or Policy, such as **losses** excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

SECTION I – PROPERTY INSURANCE

**SCHEDULE**

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Section or Policy:

| <u>States</u>  | <u>Coverage Section, Form Or Policy</u> |
|--|---|
|  |   |
|  |   |
|  |   |
|  |   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |   |

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

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

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

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

**CERTIFIED ACT OF TERRORISM EXCLUSION**

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

**C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a **certified act of terrorism** results in fire, **we** will pay for the **loss** or damage caused by that fire. Such coverage for fire applies only to direct **loss** or damage by fire to **Covered Property**. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to Legal Liability Coverage or Leasehold Interest Coverage.

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

#### **D. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any **loss** which would otherwise be excluded under this Coverage Section or Policy, such as **losses** excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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

**ARKANSAS EXCLUSION OF PUNITIVE DAMAGES RELATED TO A  
CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

**SECTION III - COMMERCIAL GENERAL LIABILITY INSURANCE**

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

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a **certified act of terrorism** that are awarded as **punitive damages** or exemplary damages.

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

- 1. Certified act of terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:
  - a.** The act resulted in insured **losses** in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- 2. Punitive damages** means damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

Named Insured: \_\_\_\_\_

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

Insurance Company: \_\_\_\_\_

**NOTICE - OFFER OF TERRORISM COVERAGE  
NOTICE - DISCLOSURE OF PREMIUM**

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

**ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE**

In accordance with the Terrorism Risk Insurance Act, as amended, we are required to offer you coverage for losses resulting from acts of terrorism *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 or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in 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.

**Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.**

See the section of this Notice titled **DISCLOSURE OF PREMIUM**. If you choose to accept this offer of coverage, your premium will include the additional premium for terrorism as stated in such **DISCLOSURE**. If you choose to reject this coverage, due to specific state requirements indicated below, a premium charge may still apply. The premium as stated in the **DISCLOSURE** is subject to change with adjustments to the base policy premium, including audit.

In the state(s) of *California, Georgia, Idaho, Illinois, Iowa, Missouri, New York, North Carolina, Oregon, Virginia, Washington, West Virginia, and Wisconsin*, a terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Accordingly, **if you reject** the offer of terrorism coverage as provided under the program, that rejection is not applicable to fire losses resulting from an act of terrorism. In these states, the coverage in your policy for such fire losses will continue. The premium for such fire coverage is stated below. This premium is due if you reject the offer described above for terrorism coverage.





**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE\***

#### **Terrorism Premium (Certified Acts)**

**This premium is the total Certified Acts premium attributable to the following Coverage Section(s), Coverage Form(s) and/or Policy(s):**

**Additional information, if any, concerning the terrorism premium:**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

#### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, **we** are required to provide **you** with a notice disclosing the portion of **your** premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of **your** premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

#### **B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism **losses** insured under the federal program. The federal share equals 85% of that portion of the amount of such insured **losses** that exceeds the applicable insurer retention. However, if aggregate insured **losses** attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such **losses** that exceeds \$100 billion.

#### **C. Cap On Insurer Participation in Payment Of Terrorism Losses**

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

Named Insured: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_

## NOTICE - OFFER OF TERRORISM COVERAGE NOTICE - DISCLOSURE OF PREMIUM

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

### **ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE**

In accordance with the Terrorism Risk Insurance Act, as amended, we are required to offer you coverage for losses resulting from acts of terrorism *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of Terrorism: to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in 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. **Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and not pay the premium? You may accept or reject this offer.**

See the section of this Notice titled **DISCLOSURE OF PREMIUM**. If you choose to accept this offer of coverage, your premium will include the additional premium for terrorism as stated in such **DISCLOSURE**. If you choose to reject this coverage, due to specific state requirements indicated below, a premium charge may still apply. The premium as stated in the **DISCLOSURE** is subject to change with adjustments to the base policy premium, including audit.

In the state(s) of *California, Georgia, Idaho, Illinois, Iowa, Missouri, New York, North Carolina, Oregon, Virginia, Washington, West Virginia, and Wisconsin*, a terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Accordingly, **if you reject** the offer of terrorism coverage as provided under the program, that rejection is not applicable to fire losses resulting from an act of terrorism. In these states, the coverage in your policy for such fire losses will continue. The premium for such fire coverage is stated below. This premium is due if you reject the offer described above for terrorism coverage.

**DISCLOSURE OF PREMIUM**

**PROPERTY:**

If you **accept** this offer, the premium for certified terrorism coverage is: : \$\_\_\_\_\_

You may choose to **reject** this offer by signing the rejection statement below and returning this form to us. If you reject this offer, your policy will be written to exclude the described coverage **unless** the state is specifically indicated as an exception above. In the states specified, the coverage will be limited to satisfy the requirements of that state.

In the state(s) listed above that require fire following coverage, **if you reject** this offer, the premium for this coverage is: \$\_\_\_\_\_:

\_\_\_\_\_ I hereby **reject** the offer of terrorism coverage for **PROPERTY** Coverage. I understand that an **exclusion** of certifiedterrorism losses will be made part of this policy.

\_\_\_\_\_  
Policyholder's Signature

\_\_\_\_\_  
Date

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

**DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES**

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided above and does not include any charges for the portion of loss that may be covered by the federal government under the act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

*SERFF Tracking Number:* FARL-125561162      *State:* Arkansas  
*First Filing Company:* Farmland Mutual Insurance Company, ...      *State Tracking Number:* #11669118 \$100  
*Company Tracking Number:* A-2008MSAI-7BZN35  
*TOI:* 05.0 Commercial Multi-Peril - Liability & Non-      *Sub-TOI:* 05.0003 Commercial Package  
Liability  
*Product Name:* CommercialGard  
*Project Name/Number:* A-2008MSAI-7BZN35/A-2008MSAI-7BZN35

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: FARL-125561162 State: Arkansas  
First Filing Company: Farmland Mutual Insurance Company, ... State Tracking Number: #11669118 \$100  
Company Tracking Number: A-2008MSAI-7BZN35  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: CommercialGard  
Project Name/Number: A-2008MSAI-7BZN35/A-2008MSAI-7BZN35

## Supporting Document Schedules

**Bypassed -Name:** Uniform Transmittal Document-  
Property & Casualty  
**Bypass Reason:** Expedited Terrorism Filing  
**Comments:**

**Review Status:**  
Approved 04/01/2008

**Satisfied -Name:** Supporting Documentation  
**Comments:**

**Review Status:**  
Approved 04/01/2008

Disclosed CMGB873 0108, MLXB210 0108 & CMGP026 0108 are attached to the Forms Schedule Tab as informational only.

**Attachments:**

Letter.pdf  
AR TRIPRA Memo.pdf  
F215\_013008.pdf

March 20, 2008

Re: NATIONWIDE AGRIBUSINESS INSURANCE COMPANY NAIC# 140-28223 FEIN# 42-1015537  
FARMLAND MUTUAL INSURANCE COMPANY NAIC# 140-13838 FEIN# 42-0618271  
CommercialGard® - **Independent Policy Program**  
Expedited Terrorism Filing  
Form Revision  
Company Filing Number: A-2008-MSAI-7BZN35  
Proposed Effective Date: 04-01-2008 New and Renewal

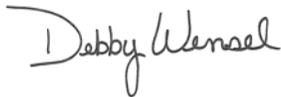
Enclosed as a filing for our companies is a form revision to our approved CommercialGard® Program. The attached Filing Memorandum explains in detail the changes being made with this filing.

If you have any questions or need additional information, please telephone me collect at (515) 508-3658, by fax at (515) 508-3694 or by e-mail at [dwensel@nationwide.com](mailto:dwensel@nationwide.com).

Thank you for your time and consideration.

Sincerely,

NATIONWIDE AGRIBUSINESS INSURANCE COMPANY  
FARMLAND MUTUAL INSURANCE COMPANY

A handwritten signature in cursive script that reads "Debby Wensel".

Debby Wensel  
Forms Analyst

NATIONWIDE AGRIBUSINESS INSURANCE COMPANY  
FARMLAND MUTUAL INSURANCE COMPANY

**FORMS FILING MEMORANDUM  
COMMERCIALGARD®  
ARKANSAS**

With this forms filing, we are new and revising certain terrorism endorsements for our independently developed and filed CommercialGard® in response to the requirements of the Terrorism Risk Insurance Program Reauthorization Act of 2007, as follows:

**1. CMGB847 0108 – EXCLUSION OF CERTIFIED ACTS OF TERRORISM  
New Form**

This form is based on ISO endorsement CG2173 0108. **Mandatory and Clarifies coverage**

**2. CMGB848 0108 – CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
New Form**

This form is based on ISO endorsement CG2170 0108. **Optional and Clarifies coverage**

**3. CMGB852 0108—CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
New Form**

This form replaces the prior edition form CMGB852 0505. This form is based on ISO endorsement IL0952 0108. **Optional and Clarifies coverage**

**4. CMGB853 0108—EXCLUSION OF CERTIFIED ACTS OF TERRORISM  
New Form**

This form is based on ISO endorsement IL0953 0108. **Optional and Clarifies coverage**

**5. CMGB868 0108 – EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED  
OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF  
TERRORISM**

This form replaces the prior edition form CMGB868 0505.

This form is based on ISO endorsement GL2171 0608. **Optional and Clarifies coverage**

**6. CMGB869 0108 – EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION  
OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

This form replaces the prior edition form CMGB869 0505.

This form is based on ISO endorsement GL2175 0608. **Optional and Clarifies coverage**

**7. CMGP024 0108 - CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM - New  
Form**

This form is based on ISO endorsement IL0952 0108. **Optional and Clarifies coverage**

**9. CMGP025 0108 - EXCLUSION OF CERTIFIED ACTS OF TERRORISM  
New Form**

This form is based on ISO endorsement IL0953 0108. **Optional and Clarifies coverage**

**10. CMGB879 0108 – ARKANSAS EXCLUSION OF PUNITIVE DAMAGES RELATED TO A  
CERTIFIED ACT OF TERRORISM – This form replaces the prior edition form CMGB879  
0505. This form is based on ISO endorsement CG2686 0108.**

**Mandatory and Clarifies coverage**

**Informational only:**

**CMGB873 0108 - NOTICE - OFFER OF TERRORISM COVERAGE NOTICE –  
DISCLOSURE OF PREMIUM - All States Mandatory and Clarifies coverage**

**MLXB210 0108 - DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT –  
This form is based on ISO form IL0985 0108. Mandatory and Clarifies coverage**

**CMGP026 0108 – NOTICE - OFFER OF TERRORISM COVERAGE NOTICE –  
DISCLOSURE OF PREMIUM - Property only policy. Mandatory and Clarifies coverage**

**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 #     |
|---|----------|-----------|------------|
| Nationwide Agribusiness Insurance Company | Iowa     | 140-28223 | 42-1015537 |
| Farmland Mutual Insurance Company         | Iowa     | 140-13838 | 42-0618271 |

**Contact Info for Filer**

| Name and address of Filer(s)                                    | Telephone #    | FAX #          | e-mail                 |
|---|----------------|----------------|------------------------|
| Debby Wensel<br>1100 Locust Street<br>Des Moines, IA 50391-3030 | (515) 508-3658 | (515) 508-3694 | dwensel@nationwide.com |

**Filing information**

|   |                                      |
|---|--------------------------------------|
| <b>Line of Insurance</b> (see attachment)                       | Commercial Multi-peril               |
| <b>Company Program Title</b> (Marketing title) (if applicable)  | CommercialGard                       |
| <b>Filing Type</b> ** see note below                            | Expedited Terrorism Filing for Forms |
| <b>This application is used with:</b>                           |                                      |
| <b>Effective Date Requested</b>                                 | 04-01-2008                           |
| <b>Filing date</b>  | 03-20-2008                           |
| <b>Company Tracking Number</b>                                  | A-2008MSAI-7BXN35                    |
| <b>Date filing approved in domiciliary state, if applicable</b> | All states filed simultaneously      |

|    | <u>Component/Form Name<br/>/Description/Synopsis</u>   | <u>Form # or Rate Page<br/>Include edition date</u> | <u>Replacement<br/>Or withdrawn?</u>  | <u>If replacement,<br/>give form # or rate<br/>page(s) it replaces</u> | <u>Previous State<br/>Filing Number,<br/>if required<br/>by state</u> |
|----|--|---|---|--|---|
| 01 | EXCLUSION OF CERTIFIED ACTS OF TERRORISM   | CMGB847 0108  | <input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input checked="" type="checkbox"/> Neither |  |   |
| 02 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM   | CMGB848 0108  | <input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input checked="" type="checkbox"/> Neither |  |   |
| 03 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM   | CMGB852 0108  | <input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input checked="" type="checkbox"/> Neither |  |   |
| 04 | EXCLUSION OF CERTIFIED ACTS OF TERRORISM   | CMGB853 0108  | <input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input checked="" type="checkbox"/> Neither |  |   |
| 05 | EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM | CMGB868 0108  | <input checked="" type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input type="checkbox"/> Neither | CMGB868 0505   |   |
| 06 | EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES    | CMGB869   | <input checked="" type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input type="checkbox"/> Neither | CMGB869 0505   |   |
| 07 | EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF  | CMGB870 0108  | <input checked="" type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input type="checkbox"/> Neither | CMGB870 0505   |   |

|    |  |              |   |              |  |
|----|--|--------------|---|--------------|--|
|    | TERRORISM  |              |   |              |  |
| 08 | CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM                                 | CMGP024 0108 | <input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input checked="" type="checkbox"/> Neither |              |  |
| 09 | EXCLUSION OF CERTIFIED ACTS OF TERRORISM                                       | CMGP025 0108 | <input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input checked="" type="checkbox"/> Neither |              |  |
| 10 | ARKANSAS EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM | CMGB879 0108 | <input checked="" type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input type="checkbox"/> Neither | CMGB879 0505 |  |
| 11 | NOTICE - OFFER OF TERRORISM COVERAGE NOTICE – DISCLOSURE OF PREMIUM            | CMGB873 0108 | <input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input checked="" type="checkbox"/> Neither |              |  |
| 12 | DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT                            | MLXB210 0108 | <input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input checked="" type="checkbox"/> Neither |              |  |
| 13 | NOTICE - OFFER OF TERRORISM COVERAGE NOTICE –DISCLOSURE OF PREMIUM             | CMGP026 0108 | <input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn<br><input checked="" type="checkbox"/> Neither |              |  |

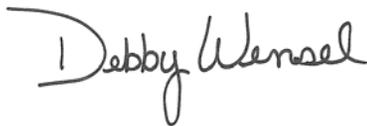
To be complete, a form filing must include the following:

- 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.



Debby Wensel

State Filing Analyst

\_\_\_\_\_  
Signature

Print Name:

Title: