

SERFF Tracking Number: ACEH-125735721 State: Arkansas
Filing Company: Westchester Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-AV-2007472
TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
Product Name: 08-AV-2007472
Project Name/Number: Aircraft Program & War Related Risks/08-AV-2007472

Filing at a Glance

Company: Westchester Fire Insurance Company

Product Name: 08-AV-2007472

TOI: 22.0 Aircraft

Sub-TOI: 22.0000 Aircraft

Filing Type: Form

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

State Filing Description:

SERFF Tr Num: ACEH-125735721 State: Arkansas

SERFF Status: Closed

Co Tr Num: 08-AV-2007472

Co Status:

Authors: Karen Schwabe, Marlene Thomas, Renice Cox

Date Submitted: 07/16/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Disposition Date: 07/16/2008

Disposition Status: Approved

Effective Date (New): 07/16/2008

Effective Date (Renewal): 07/16/2008

General Information

Project Name: Aircraft Program & War Related Risks

Project Number: 08-AV-2007472

Reference Organization:

Reference Title:

Filing Status Changed: 07/16/2008

State Status Changed: 07/16/2008

Corresponding Filing Tracking Number:

Filing Description:

This filing is in response to recent reaffirmation of the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA).

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

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Filing Contact Information

Renice Cox, Regulatory Specialist renice.cox@ace-ina.com
 436 Walnut Street, WB04G (215) 640-4876 [Phone]
 Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

Westchester Fire Insurance Company	CoCode: 21121	State of Domicile: New York
1133 Avenue of the Americas	Group Code: 626	Company Type:
New York, NY 10036	Group Name:	State ID Number:
(215) 640-2324 ext. [Phone]	FEIN Number: 13-5481330	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Westchester Fire Insurance Company	\$50.00	07/16/2008	21445011

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/16/2008	07/16/2008

SERFF Tracking Number: ACEH-125735721 *State:* Arkansas
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Disposition

Disposition Date: 07/16/2008

Effective Date (New): 07/16/2008

Effective Date (Renewal): 07/16/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125735721 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	Filing Memo	Approved	Yes
Supporting Document	Comparisons	Approved	Yes
Form	EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT (AVIATION LIABILITIES)	Approved	Yes
Form	EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT (AIRCRAFT PHYSICAL DAMAGE COVERAGE)	Approved	Yes
Form	LIMITED TERRORISM COVERAGE ENDORSEMENT	Approved	Yes

SERFF Tracking Number: ACEH-125735721 State: Arkansas
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 Project Name/Number: Aircraft Program & War Related Risks/08-AV-2007472

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT (AVIATION LIABILITIES)	AC 112	(02-08)	Endorsement/Amendment/Conditions		0.00	AC 112 (02-08) ALL Other.pdf
Approved	EXTENDED COVERAGE - WAR, HI JACKING AND OTHER PERILS ENDORSEMENT (AIRCRAFT PHYSICAL DAMAGE COVERAGE)	AC 167	(02-08)	Endorsement/Amendment/Conditions		0.00	AC 167 (02-08) ALL Other.pdf
Approved	LIMITED TERRORISM COVERAGE ENDORSEMENT	AC 170	(02-08)	Endorsement/Amendment/Conditions		0.00	AC 170 (02-08).pdf

This Endorsement effective
forms part of Policy Number
Issued to
By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT
(AVIATION LIABILITIES)

In exchange for the premium shown in the Schedule below, we agree that:

1. Paragraphs (a), (c), (d), (e), (f) and (g) of endorsement AC 110 (11-98) do not apply to Section Three of this policy, SUBJECT TO all terms and conditions of this endorsement.
2. The most we will pay under this endorsement for:
 - (a) all "bodily injury" (except "bodily injury" to "passengers") and "property damage" combined is the Aggregate Limit shown in the Schedule below; and
 - (b) "bodily injury" to "passengers" is the applicable Limit(s) of Liability shown in the Declarations.

The Aggregate Limit shown in the Schedule below is included within, and is not in addition to, the Limits of Liability shown in the Declarations.

3. The following definition is added to the policy:

"Certified act of terrorism" means an act certified by the Secretary of the Treasury, in concurrence with:

- (a) the Secretary of State; and
- (b) the Attorney General of the United States of America,

to be an act of terrorism pursuant to the Terrorism Risk Insurance Act ("TRIA").

The criteria for a "certified act of terrorism" include that the act:

- A. resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B. is a violent act or an act that is dangerous to:
 - (a) human life; or
 - (b) property or infrastructureand is part of an effort to:
 - (c) coerce the civilian population of the United States of America; or
 - (d) influence the policy or affect the conduct of the United States Government by coercion.

Endorsement No.

AC 112 (02-08)

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This Endorsement effective
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4. This endorsement does not apply to:
- (a) any damage to property on the ground while outside:
 - (i) Canada, or
 - (ii) the United States of America,unless caused by or arising out of the use of aircraft;
or
 - (b) "Certified Acts of Terrorism", if the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement", is attached to this policy.
5. If the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement" is not attached to this policy, then if:
- (a) aggregate insured losses certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31); and
 - (b) our insurer deductible under TRIA is met,
- we are not liable for such losses that exceed \$100 billion.
- In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America..
6. The termination or cancellation of this endorsement is governed solely by paragraphs 7 and 8 below, and not by any other provision of this policy.
7. (a) This endorsement will END AUTOMATICALLY upon the outbreak of war (whether there is a declaration of war or not) between any of the following:
- (i) France,
 - (ii) the People's Republic of China,
 - (iii) the Russian Federation,
 - (iv) the United Kingdom, or
 - (v) the United States of America.
- (b) The coverage provided by deleting paragraph (a) of endorsement AC 110 (11-98) will END AUTOMATICALLY upon the hostile detonation of any weapon of war using:
- (i) atomic or nuclear fission and/or fusion; or
 - (ii) other like reaction or radioactive force or matter,

Endorsement No.

This Endorsement effective
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where or whenever such detonation may occur, and whether or not the insured Aircraft is involved.

- (c) All coverage for an insured Aircraft requisitioned for title or use will END AUTOMATICALLY upon such requisition.
 - (d) If an insured Aircraft is in the air when 7.(a), (b) or (c) occurs, the coverage provided by this endorsement (unless otherwise cancelled, terminated or suspended) will remain in effect until:
 - (i) the insured Aircraft has completed its first landing thereafter; and
 - (ii) all passengers have disembarked.
8. (a) We may give 7 days notice to review the premium and/or geographical limits of your policy at any time.
- (b) We may review premium and/or geographical limits on any January 1, April 1, July 1 and October 1 of the year(s) during the policy period.
- (c) We will send a notice advising you of any change in the premium and/or geographical limits at least 7 days before the effective date of any such change.
- (d) Following a hostile detonation as specified in 7(b) above, we may give 48 hours notice of a full or partial cancellation of this endorsement.
- (e) This endorsement may be cancelled by us or you by giving 7 days notice at any time.
- (f) All notices shall be in writing, and are effective after the specified period of notice beginning at 23.59 hours Greenwich Mean Time on the day notice is given.

All other terms and conditions of this policy remain unchanged.

SCHEDULE

Aggregate Limit:

Annual Additional Premium:

Premium Due Hereon:

Authorized Representative

Endorsement No.

This Endorsement effective
forms part of Policy Number
Issued to
By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT
(AIRCRAFT PHYSICAL DAMAGE COVERAGE)**

In exchange for the premium shown in the Schedule below, we agree that:

1. Paragraphs (a), (c), (d), (e), (f) and (g) of endorsement AC 110 (11-98) do not apply to Section Two of this policy, SUBJECT TO all terms and conditions of this endorsement.

2. The following definition is added to the policy:

"Certified act of terrorism" means an act certified by the Secretary of the Treasury, in concurrence with:

(a) the Secretary of State; and

(b) the Attorney General of the United States of America,

to be an act of terrorism pursuant to the Terrorism Risk Insurance Act ("TRIA").

The criteria for a "certified act of terrorism" include that the act:

A. resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

B. is a violent act or an act that is dangerous to:

(a) human life; or

(b) property or infrastructure

and is part of an effort to:

(c) coerce the civilian population of the United States of America; or

(d) influence the policy or affect the conduct of the United States Government by coercion.

3. This endorsement does not apply to "Certified Acts of Terrorism" if the Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement, is attached to this policy.

4. If the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement" is not attached to this policy, then if:

(a) aggregate insured losses certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31); and

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This Endorsement effective
forms part of Policy Number
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By

(b) our insurer deductible under TRIA is met,
we are not liable for such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.

5. The termination or cancellation of this endorsement is governed solely by the provisions of this endorsement.
6. This endorsement will END AUTOMATICALLY upon the outbreak of War (whether there is a declaration of war not) between any of the following:
 - (a) France,
 - (b) the People's Republic of China
 - (c) the Russian Federation,
 - (d) the United Kingdom, or
 - (e) the United States of America,

BUT, if an insured aircraft is in the air when such outbreak of war occurs, coverage provided by this endorsement (unless otherwise cancelled, terminated or suspended) will remain in effect until the insured aircraft has completed its first landing thereafter.

7. We may give 7 days notice to review:
 - (a) premium and/or the geographical limits; or
 - (b)
 - (i) premium; or
 - (ii) conditions; or
 - (iii) geographical limits

from the time of any hostile detonation of any weapon of war employing:

- (iv) atomic or nuclear fission and/or fusion; or
- (v) other like reaction or radioactive force or matter

where or whenever such detonation may occur and whether or not the insured aircraft is directly affected.

If you do not accept our review, this endorsement will end at the expiration of the 7 days.

8. This endorsement may be canceled by you or us by giving 7 days notice at any time.
9. We may review premium and/or geographical limits on any January 1, April 1, July 1 and October 1 of the year(s) during the policy period

Endorsement No.

This Endorsement effective
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10. All notices referred to in this endorsement are effective from 23.59 hours Greenwich Mean Time on the day on which notice is issued

All other terms and conditions of this policy remain unchanged.

SCHEDULE

Annual Additional Premium: \$

Premium due Hereon: \$

Authorized Representative

Endorsement No.

AC 167 (02-08)

This Endorsement effective
forms part of Policy Number
Issued to
By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM COVERAGE ENDORSEMENT

1. Any terrorism exclusion in this policy shall not apply to an "act of terrorism" which:
 - (a) results in losses no greater than \$5,000,000 in the aggregate, attributable to all types of insurance; and
 - (b) is not otherwise excluded by this policy.

2. Additional definition

"Act of terrorism" means an act that is:

1.
 - (a) dangerous to human life; or
 - (b) property; or
 - (c) infrastructure
2. committed by an individual or individuals, and
3. seen as part of an effort to:
 - (a) coerce a civilian population; or
 - (b) influence the policy or affect the conduct of any government by coercion.

Multiple "acts of terrorism" which:

- (a) occur in a seventy-two hour period; and

which appear to:

- (b) be carried out in concert; or
- (c) have a related purpose; or
- (d) have common leadership

shall be deemed one "act of terrorism".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No.

SERFF Tracking Number: ACEH-125735721 *State:* Arkansas
Filing Company: Westchester Fire Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: 08-AV-2007472
TOI: 22.0 Aircraft *Sub-TOI:* 22.0000 Aircraft
Product Name: 08-AV-2007472
Project Name/Number: Aircraft Program & War Related Risks/08-AV-2007472

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125735721 State: Arkansas
Filing Company: Westchester Fire Insurance Company State Tracking Number: EFT \$50
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TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
Product Name: 08-AV-2007472
Project Name/Number: Aircraft Program & War Related Risks/08-AV-2007472

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 07/16/2008

Comments:

Attachments:

AR-NAIC Transmittal Document.pdf
Form Filing Schedule.pdf

Satisfied -Name: Comparisons **Review Status:** Approved 07/16/2008

Comments:

Attachments:

Comparison of AC 112 (02-08) & AC 112 (02-03) AO.pdf
Comparison of AC 167 (02-08) & AC 167 (02-03) AO.pdf
Comparison of AC 170 (02-08) & AC 170 (02-04).pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
ACE American Insurance Company	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
Westchester Fire Insurance Company	NY	21121	13-5481330

5. Company Tracking Number	
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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
	ACE INA Companied 436 Walnut Street Philadelphia, PA 19106	Regulatory Specialist	215.640.4876	215.640.4986	renice.cox@ace-ina.com

7. Signature of authorized filer	
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8. Please print name of authorized filer	Renice Cox
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Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Aircraft Liability
10.	Sub-Type of Insurance (Sub-TOI)	Aircraft Liability
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	
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: Upon Approval Renewal: Upon Approval

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)		
17.	Reference Organization # & Title		
18.	Company's Date of Filing		
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input type="checkbox"/> Pending
		<input type="checkbox"/> Authorized	<input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA) has prompted us to review not only the current TRIA coverage endorsements and rates, but also our various "war" coverage endorsements and rates, which are closely related. The overall goal has been to simplify the entire package of terrorism and war forms, and to reduce the respective rates from those filed in 2003.

Our aircraft program has traditionally included optional "war" coverage, which includes terrorist coverage that is somewhat broader in scope than TRIA. When TRIA was mandated, we amended our war coverage to exclude TRIA coverage so as to eliminate the overlap in coverage with that Act. Thus any change in TRIA coverage dictates a change in "war" coverage.

Therefore, we are proposing to revise the following endorsements currently on file for our Aircraft Program:

1. AC 112 (02-08) Extended Coverage – War, Hi-Jacking and Other Perils Endorsement (Aviation Liabilities) is an optional form which replaces existing form AC 112 (02-03) Extended Coverage Endorsement (Aviation Liabilities). This new form dovetails with existing form AC 165 (02-08), Amendment To Include Coverage For Certified Acts Of Terrorism; Cap On Losses From Certified Acts Of Terrorism and therefore clarifies coverage. A copy of AC 165 (02-08) is provided in order to assist you with your review.
2. AC 167 (02-08) Extended Coverage – War, Hi-Jacking And Other Perils Endorsement (Aircraft Physical Damage Coverage) is an optional form which replaces existing form AC 167 (02-03) War, Physical Damage Coverage Endorsement. The amendment of this form was necessary in order to dovetail with existing endorsement AV 165 (02-08).

We are also introducing AC 170 (02-08) Limited Terrorism Coverage Endorsement, a mandatory form which provides limited coverage for acts of terrorism outside the scope of TRIPRA.

Finally, we wish to withdraw the following forms, as they are made obsolete by the above revised endorsements.

1. AC 111 (02-03) Extended Coverage Endorsement (Aircraft Hulls). This endorsement has become obsolete in the market as Insureds prefer the broader coverage offered by another form, AC 169, already on file.
2. AC 166 (02-03) CAP on Losses from Certified Acts of Terrorism. The coverage provided by this endorsement has been incorporated in AC 165 (02-08).
3. AC 189 (02-05) Physical Damage Coverage Extension Endorsement. The coverage provided by this endorsement has been incorporated in AC 167 (02-08).
4. AC 199 (11-04) Exclusion of Terrorism Endorsement. The provisions in this endorsement have been incorporated in AC 165 (02-08).

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]
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Check #: EFT
Amount: \$50.00

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

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

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.)

1.	This filing transmittal is part of Company Tracking #	08-AV-2007472			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
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	Extended Coverage - War, HI-Jacking and Other Perils Endorsement (Aviation Liabilities)	AC 112 (02-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Extended Coverage - War, HI-Jacking and Other Perils Endorsement (Aircraft Physical Damage Coverage)	AC 167 (02-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Limited Terrorism Coverage Endorsement	AC 170 (02-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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		

Text Comparison

Documents Compared

AC 112 (02-03).pdf - Adobe Acrobat Professional

AC 112 (02-08).pdf - Adobe Acrobat Professional

Summary

766 word(s) added

807 word(s) deleted

193 word(s) matched

17 block(s) matched

To see where the changes are, scroll down.

~~This Endorsement effective
Forms part of Policy Number
Issued to
By Westchester Fire Insurance Company~~

~~**EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)**
(For use with Aircraft Policy AC 102 11 98)~~

~~This endorsement modifies the insurance coverage provided under your AIRCRAFT POLICY.~~

~~1. In consideration of the additional premium shown in the Schedule of this endorsement, paragraphs (a), (c), (d), (e), (f) and (g) of endorsement AC 110 (11-98) are not applicable to Coverages A, B, C, D, and E of this policy, SUBJECT TO all terms and conditions of this endorsement.~~

~~2. **Limit of insurance - Aggregate Limit**~~

~~To the extent paragraph 1 above operates to extend the coverage provided by this policy to a claim that otherwise would have been excluded by paragraphs (a), (c), (d), (e), (f) and/or (g) of endorsement AC 110 (11-98), the most we will pay for all "bodily injury" (other than "bodily injury" to "passengers") and "property damage" combined under Coverages A, B, C, D and E shall not exceed the Aggregate Limit shown in the Schedule of this endorsement. The Aggregate Limit shown in the Schedule of this endorsement is included within, not in addition to, the Limits of Liability shown in the Declarations. As respects "bodily injury" to "passengers", the most we will pay is the applicable each person/occurrence Limit(s) of Liability shown in the Declarations.~~

~~3. **Exclusions**~~

~~To the extent paragraph 1 above operates to extend the coverage provided by this policy to a claim that otherwise would have been excluded by paragraph (a) of endorsement AC 110 (11-98), this policy still does not cover any liability for damage to any form of property situated on the ground outside Canada or the United States of America, unless such damage is caused by or arises out of the use of aircraft.~~

~~4. Any term, condition, provision, definition or endorsement, which relates to termination or cancellation of the insurance coverage provided under this policy, is deleted as respects the coverage provided by this endorsement. Termination or cancellation of the coverage provided by this endorsement shall be governed solely by the provisions contained in this endorsement.~~

~~5. In the event that this policy is subject to the endorsement titled Exception to Terrorism Exclusion for Certified Acts of Terrorism, cap on losses from Certified Acts of Terrorism, hereafter called "said endorsement", then the coverage provided by this endorsement does not apply to certified acts of terrorism as defined under "said endorsement" whether or not any limitation under the Terrorism Risk Insurance Act of 2002 is met or not.~~

~~6. **Automatic Termination**~~

~~(a) This endorsement shall TERMINATE AUTOMATICALLY upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following: France, the People's Republic of China, the Russian Federation, the United Kingdom and the United States of America.~~

This Endorsement effective
forms part of Policy Number
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By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT
(AVIATION LIABILITIES)

In exchange for the premium shown in the Schedule below, we agree that:

1. Paragraphs (a), (c), (d), (e), (f) and (g) of endorsement AC 110 (11-98) do not apply to Section Three of this policy, SUBJECT TO all terms and conditions of this endorsement.
2. The most we will pay under this endorsement for:
 - (a) all "bodily injury" (except "bodily injury" to "passengers") and "property damage" combined is the Aggregate Limit shown in the Schedule below; and
 - (b) "bodily injury" to "passengers" is the applicable Limit(s) of Liability shown in the Declarations.

The Aggregate Limit shown in the Schedule below is included within, and is not in addition to, the Limits of Liability shown in the Declarations.

3. The following definition is added to the policy:

"Certified act of terrorism" means an act certified by the Secretary of the Treasury, in concurrence with:

- (a) the Secretary of State; and
- (b) the Attorney General of the United States of America,

to be an act of terrorism pursuant to the Terrorism Risk Insurance Act ("TRIA").

The criteria for a "certified act of terrorism" include that the act:

- A. resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B. is a violent act or an act that is dangerous to:
 - (a) human life; or
 - (b) property or infrastructureand is part of an effort to:
 - (c) coerce the civilian population of the United States of America; or
 - (d) influence the policy or affect the conduct of the United States Government by coercion.

Endorsement No.

~~This Endorsement effective
Forms part of Policy Number
Issued to
By Westchester Fire Insurance Company~~

~~EXTENDED COVERAGE - AVIATION LIABILITIES (Continued)~~

- ~~(b) To the extent the coverage under this policy is extended by the deletion of paragraph (a) of endorsement AC 110 (11-98), this endorsement shall TERMINATE AUTOMATICALLY upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, wheresoever or whenssoever such detonation may occur, and whether or not the Insured Aircraft may be involved.~~
- ~~(c) All coverage in respect of an Insured Aircraft requisitioned for either title or use, if any, shall TERMINATE AUTOMATICALLY upon such requisition.~~

~~PROVIDED THAT if an Insured Aircraft is in the air when (a), (b) or (c) occurs, then the coverage provided by this endorsement (unless otherwise cancelled, terminated or suspended) shall continue in effect until such Insured Aircraft has completed its first landing thereafter and all passengers have disembarked.~~

~~7. Review and Cancellation~~

- ~~(a) Review of Premium and/or Geographical Limits (7 days)~~

~~We may give notice to review the premium and/or geographical limits of your policy at any time. Such notice is effective after the expiration of seven days from 23.59 hours Greenwich Mean Time on the day notice is given.~~

~~In addition, we hereby give notice that we will review the premium and/or geographical limits of your policy on January 1, April 1, July 1 and October 1 of the year(s) encompassed by the policy period. We will issue notice advising you of any change in the premium and/or geographical limits of your policy at least seven days in advance of the effective date any such change.~~

- ~~(b) Limited Cancellation (48 hours)~~

~~Following a hostile detonation as specified in 6(b) above, we may give notice of a full or partial cancellation of this endorsement. Such notice is to be effective after the expiration of forty eight hours from 23.59 hours Greenwich Mean Time on the day notice is given.~~

- ~~(c) Cancellation (7 days)~~

~~This endorsement may be cancelled by either us or you by giving notice at any time. Such notice is to be effective after the expiration of seven days from 23.59 hours Greenwich Mean Time on the day notice is given.~~

- ~~(d) Notices~~

~~All notices referred to herein shall be in writing.~~

~~Subject otherwise to all terms and conditions of the Policy to which this endorsement is attached.~~

This Endorsement effective
forms part of Policy Number
Issued to
By

4. This endorsement does not apply to:

(a) any damage to property on the ground while outside:

- (i) Canada, or
- (ii) the United States of America,

unless caused by or arising out of the use of aircraft;

or

(b) "Certified Acts of Terrorism" if the "Amendment to Include Coverage for Certified Acts of Terrorism: Cap on Losses from Certified Acts of Terrorism Endorsement" is attached to this policy.

5. If the "Amendment to Include Coverage for Certified Acts of Terrorism: Cap on Losses from Certified Acts of Terrorism Endorsement" is not attached to this policy, then if:

(a) aggregate insured losses certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31); and

(b) our insurer deductible under TRIA is met,

we are not liable for such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.

6. The termination or cancellation of this endorsement is governed solely by paragraphs 7 and 8 below, and not by any other provision of this policy.

7. (a) This endorsement will END AUTOMATICALLY upon the outbreak of war (whether there is a declaration of war or not) between any of the following:

- (i) France,
- (ii) the People's Republic of China,
- (iii) the Russian Federation,
- (iv) the United Kingdom, or
- (v) the United States of America.

(b) The coverage provided by deleting paragraph (a) of endorsement AC 110 (11-98) will END AUTOMATICALLY upon the hostile detonation of any weapon of war using:

- (i) atomic or nuclear fission and/or fusion; or
- (ii) other like reaction or radioactive force or matter,

Endorsement No.

~~This Endorsement effective
Forms part of Policy Number
Issued to
By Westchester Fire Insurance Company~~

~~EXTENDED COVERAGE - AVIATION LIABILITIES (Continued)~~

SCHEDULE

Aggregate Limit:

Annual Additional Premium:

Premium Due Hereon:

~~Authorized Representative~~

This Endorsement effective
forms part of Policy Number
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By

where or whenever such detonation may occur, and whether or not the insured Aircraft is involved.

(c) All coverage for an insured Aircraft requisitioned for title or use will END AUTOMATICALLY upon such requisition.

(d) If an insured Aircraft is in the air when 7 (a), (b) or (c) occurs, the coverage provided by this endorsement (unless otherwise cancelled, terminated or suspended) will remain in effect until:

(i) the insured Aircraft has completed its first landing thereafter; and

(ii) all passengers have disembarked.

8. (a) We may give 7 days notice to review the premium and/or geographical limits of your policy at any time.

(b) We may review premium and/or geographical limits on any January 1, April 1, July 1 and October 1 of the year(s) during the policy period.

(c) We will send a notice advising you of any change in the premium and/or geographical limits at least 7 days before the effective date of any such change.

(d) Following a hostile detonation as specified in 7(b) above, we may give 48 hours notice of a full or partial cancellation of this endorsement.

(e) This endorsement may be cancelled by us or you by giving 7 days notice at any time.

(f) All notices shall be in writing, and are effective after the specified period of notice beginning at 23.59 hours Greenwich Mean Time on the day notice is given.

All other terms and conditions of this policy remain unchanged.

SCHEDULE

Aggregate Limit:

Annual Additional Premium:

Premium Due Hereon:

Authorized Representative

Endorsement No.

Text Comparison

Documents Compared

AC 167 (02-03).pdf - Adobe Acrobat Professional

AC 167 (02-08).pdf - Adobe Acrobat Professional

Summary

664 word(s) added

551 word(s) deleted

77 word(s) matched

8 block(s) matched

To see where the changes are, scroll down.

This Endorsement effective
forms part of Policy Number
Issued to
By ~~Westchester Fire Insurance Company~~

~~WAR PHYSICAL DAMAGE COVERAGE ENDORSEMENT~~

~~In consideration of an additional premium of _____, it is understood and agreed that Section Two of this policy is extended to cover claims otherwise excluded by paragraphs (a) and (c) through (g) of the War, Hi Jacking and Other Perils Exclusion clause forming part of this policy.~~

~~With respect to the insurance provided by this endorsement, it is also understood and agreed that:~~

- ~~1. The Territory under Item 12 of the Declarations is restricted to the USA and Canada.~~
- ~~2. We may give notice effective at the expiration of seven days from 23.59 hours Greenwich Mean Time on the day on which notice is issued to review the rate of premium and/or the geographical limits. In the event of the review of the rate of premium and/or geographical limits not being accepted by the Named Insured then at the expiration of the said seven days the coverage by this extension shall become canceled at that date.~~

~~Notwithstanding the above, the coverage provided by this extension is subject to our automatic review of the rate of premium and/or conditions and/or geographical limits effective on the expiration of seven days from the time of any hostile detonation of any weapons of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the insured aircraft may be directly affected. In the event of the review of the rate of premium and/or conditions and/or geographical limits not being accepted by the Named Insured then at the expiration of the said seven days, the coverage provided by this endorsement shall become canceled at that date.~~

~~This insurance may be canceled by us or the Named Insured giving notice not less than seven days prior to the end of each period of three months from inception.~~

~~Whether or not such notice of cancellation has been given this insurance shall TERMINATE AUTOMATICALLY:~~

~~Upon the outbreak of War (whether there be a declaration of war not) between any of the following States, namely, the United Kingdom, The United States of America, France, the Russian Federation, or the People's Republic of China:~~

~~PROVIDED THAT if the aircraft is in the air when such outbreak of war occurs then this insurance, subject to its terms and conditions provided not otherwise cancelled, terminated or suspended, will be continued in respect of such aircraft until that aircraft has completed its first landing thereafter.~~

~~Any term, condition, provision, definition or endorsement which relates to termination or cancellation of the insurance coverage provided under this policy is deleted as respects the coverage provided by this endorsement. Termination or cancellation of the coverage provided by this endorsement shall be governed solely by the provisions of this endorsement.~~

~~In the event that this policy is subject to the endorsement titled Exception to Terrorism Exclusion for Certified Acts of Terrorism, cap on losses from Certified Acts of Terrorism, hereafter called "said~~

~~Endorsement No:~~

This Endorsement effective
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Issued to
By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT
(AIRCRAFT PHYSICAL DAMAGE COVERAGE)

In exchange for the premium shown in the Schedule below, we agree that:

1. Paragraphs (a), (c), (d), (e), (f) and (g) of endorsement AC 110 (11-98) do not apply to Section Two of this policy, SUBJECT TO all terms and conditions of this endorsement.

2. The following definition is added to the policy:

"Certified act of terrorism" means an act certified by the Secretary of the Treasury, in concurrence with:

(a) the Secretary of State; and

(b) the Attorney General of the United States of America,

to be an act of terrorism pursuant to the Terrorism Risk Insurance Act ("TRIA").

The criteria for a "certified act of terrorism" include that the act:

A. resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

B. is a violent act or an act that is dangerous to:

(a) human life; or

(b) property or infrastructure

and is part of an effort to:

(c) coerce the civilian population of the United States of America; or

(d) influence the policy or affect the conduct of the United States Government by coercion.

3. This endorsement does not apply to "Certified Acts of Terrorism" if the Amendment to Include Coverage for Certified Acts of Terrorism: Cap on Losses from Certified Acts of Terrorism Endorsement is attached to this policy.

4. If the "Amendment to Include Coverage for Certified Acts of Terrorism: Cap on Losses from Certified Acts of Terrorism Endorsement" is not attached to this policy, then if:

(a) aggregate insured losses certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31); and

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~~**WAR PHYSICAL DAMAGE COVERAGE ENDORSEMENT(Continued)**~~

~~endorsement", then the coverage provided by this endorsement does not apply to certified acts of terrorism as defined under "said endorsement" whether or not any limitation under the Terrorism Risk Insurance Act of 2002 is met or not.~~

~~Except for the provisions described above, this extension does not affect any of the other provisions of the policy.~~

Authorized Representative

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By

(b) our insurer deductible under TRIA is met.

we are not liable for such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.

5. The termination or cancellation of this endorsement is governed solely by the provisions of this endorsement.

6. This endorsement will END AUTOMATICALLY upon the outbreak of War (whether there is a declaration of war not) between any of the following:

- (a) France.
- (b) the People's Republic of China
- (c) the Russian Federation,
- (d) the United Kingdom, or
- (e) the United States of America.

BUT, if an insured aircraft is in the air when such outbreak of war occurs, coverage provided by this endorsement (unless otherwise cancelled, terminated or suspended) will remain in effect until the insured aircraft has completed its first landing thereafter.

7. We may give 7 days notice to review:

- (a) premium and/or the geographical limits; or
- (b) (i) premium; or
(ii) conditions; or
(iii) geographical limits

from the time of any hostile detonation of any weapon of war employing:

- (iv) atomic or nuclear fission and/or fusion; or
- (v) other like reaction or radioactive force or matter

where or whenever such detonation may occur and whether or not the insured aircraft is directly affected.

If you do not accept our review, this endorsement will end at the expiration of the 7 days.

8. This endorsement may be canceled by you or us by giving 7 days notice at any time.

9. We may review premium and/or geographical limits on any January 1, April 1, July 1 and October 1 of the year(s) during the policy period

Endorsement No.

This Endorsement effective
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By

10. All notices referred to in this endorsement are effective from 23.59 hours Greenwich Mean Time on the day on which notice is issued

All other terms and conditions of this policy remain unchanged.

SCHEDULE

Annual Additional Premium: \$

Premium due Hereon: \$

Authorized Representative

Endorsement No.

Text Comparison

Documents Compared

AC 170 (02-04).pdf - Adobe Acrobat Professional

AC 170 (02-08).pdf - Adobe Acrobat Professional

Summary

165 word(s) added

576 word(s) deleted

39 word(s) matched

4 block(s) matched

To see where the changes are, scroll down.

This Endorsement effective
forms part of Policy Number
Issued to
By ~~Westchester Fire Insurance Company~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**~~EXCEPTION TO TERRORISM EXCLUSION FOR
OTHER ACTS OF TERRORISM~~**

~~This endorsement modifies the insurance coverage provided under your AIRCRAFT POLICY.~~

- ~~A: With respect to any exclusion of terrorism in this policy or attached to this policy, such exclusion only applies to an "other act of terrorism" 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. 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 definition is added:~~
- ~~1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this policy, and includes but is not limited to "bodily injury", "property damage", "advertising injury", "personal injury", or "pollution" as may be defined in this policy.~~

~~Endorsement No.~~

This Endorsement effective
forms part of Policy Number
Issued to
By

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM COVERAGE ENDORSEMENT

1. Any terrorism exclusion in this policy shall not apply to an "act of terrorism" which:
 - (a) results in losses no greater than \$5,000,000 in the aggregate, attributable to all types of insurance; and
 - (b) is not otherwise excluded by this policy.

2. Additional definition

"Act of terrorism" means an act that is:

1. (a) dangerous to human life; or
(b) property; or
(c) infrastructure
2. committed by an individual or individuals, and
3. seen as part of an effort to:
 - (a) coerce a civilian population; or
 - (b) influence the policy or affect the conduct of any government by coercion.

Multiple "acts of terrorism" which:

- (a) occur in a seventy-two hour period; and
which appear to:
 - (b) be carried out in concert; or
 - (c) have a related purpose; or
 - (d) have common leadership

shall be deemed one "act of terrorism".

All other terms and conditions of this policy remain unchanged.

Authorized Representative

Endorsement No.

~~This Endorsement effective
forms part of Policy Number
Issued to
By Westchester Fire Insurance Company~~

~~**EXCEPTION TO TERRORISM EXCLUSION FOR
OTHER ACTS OF TERRORISM - CONTINUED**~~

- ~~2. "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 certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. 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.~~
- ~~6. In the event of any incident of an "other act of terrorism" that is not subject to this endorsement, coverage does not apply to any loss or damage that is otherwise excluded under this policy.~~

~~**SCHEDULE**~~

~~Additional Annual Premium:~~

~~Amount Due:~~

Authorized Representative

Endorsement No.

