

SERFF Tracking Number: LBRM-125542088 State: Arkansas
First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-01200
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: AR-GL-TRIPRA 2007-FORMS
Project Name/Number: AR-GL-TRIPRA 2007-FORMS/2008-01200

Filing at a Glance

Companies: America First Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The Netherlands Insurance Company

Product Name: AR-GL-TRIPRA 2007-FORMS SERFF Tr Num: LBRM-125542088 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2008-01200 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Tammy Blake Disposition Date: 03/14/2008
Date Submitted: 03/13/2008 Disposition Status: Approved

Effective Date Requested (New): 04/01/2008 Effective Date (New):
Effective Date Requested (Renewal): 04/01/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: AR-GL-TRIPRA 2007-FORMS Status of Filing in Domicile: Pending
Project Number: 2008-01200 Domicile Status Comments:
Reference Organization: ISO Reference Number: CL-2007-OTRL1
Reference Title: Advisory Org. Circular:
Filing Status Changed: 03/14/2008
State Status Changed: 03/14/2008 Deemer Date:
Corresponding Filing Tracking Number:

Filing Description:

Effective April 1, 2008 for new and renewal business, we wish to file to adopt the above captioned ISO Filing Designation to be used with our Commercial General Liability Program. Also, at this time, we are submitting our revised independent endorsements. We are making this filing in response to The Terrorism Risk Insurance Program Reauthorization Act of 2007.

We also wish to file our revised Disclosure Notice, ST-ML-505 (01/08), which reflects the changes we

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made to keep our companies in compliance with The Terrorism Risk Insurance Program Reauthorization Act of 2007.

The adoption of the corresponding ISO and Independent Rules has been submitted under separate cover our filing #2008-01199.

Company and Contact

Filing Contact Information

Kelly Joslyn, State Filings Technician
 62 Maple Avenue
 Keene, NH 03431
 kelly.joslyn@LibertyMutual.com
 (800) 826-6189 [Phone]
 (603) 352-9252[FAX]

Filing Company Information

America First Insurance Company 62 Maple Ave. Keene, NH 03431 (800) 826-6189 ext. [Phone]	CoCode: 12696 Group Code: 111 Group Name: FEIN Number: 58-0953149 -----	State of Domicile: New Hampshire Company Type: P & C State ID Number:
Peerless Indemnity Insurance Company 62 Maple Ave. Keene, NH 03431 (800) 826-6189 ext. [Phone]	CoCode: 18333 Group Code: 111 Group Name: FEIN Number: 13-2919779 -----	State of Domicile: Illinois Company Type: Property & Casualty State ID Number:
Peerless Insurance Company 62 Maple Avenue Keene, NH 03431 (800) 826-6189 ext. [Phone]	CoCode: 24198 Group Code: 111 Group Name: FEIN Number: 02-0177030 -----	State of Domicile: New Hampshire Company Type: Property & Casualty State ID Number:
The Netherlands Insurance Company 62 Maple Avenue Keene, NH 03431 (800) 826-6189 ext. [Phone]	CoCode: 24171 Group Code: 111 Group Name: FEIN Number: 02-0342937	State of Domicile: New Hampshire Company Type: Property & Casualty State ID Number:

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
America First Insurance Company	\$50.00	03/13/2008	18586460
Peerless Indemnity Insurance Company	\$0.00	03/13/2008	
Peerless Insurance Company	\$0.00	03/13/2008	
The Netherlands Insurance Company	\$0.00	03/13/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/14/2008	03/14/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM	Form	Tammy Blake	03/13/2008	03/13/2008
LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM	Form	Tammy Blake	03/13/2008	03/13/2008

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Disposition

Disposition Date: 03/14/2008

Effective Date (New):

Effective Date (Renewal):

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	COVER LETTER	Approved	Yes
Supporting Document	EXPEDITED TRANSMITTAL FORM	Approved	Yes
Form	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	Approved	Yes
Form (revised)	LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM	Approved	Yes
Form	LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM	Approved	Yes
Form	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	Approved	Yes
Form (revised)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM	Approved	Yes
Form	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM	Approved	Yes
Form	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	Approved	Yes
Form	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)	Approved	Yes
Form	DISCLOSURE NOTICE	Approved	Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 03/13/2008

Comments:

AT THIS TIME I WISH TO WITHDRAW FORMS 17-358 (04/06), 17-362 (04/06) AND 17-377 (01/07) AS THESE FORMS WERE FILED AND APPROVED PREVIOUSLY.

I APOLOGIZE FOR MY ERROR.

THANK YOU,
 TAMMY BLAKE

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM	17-358	04-2006	Endorsement/Conditions	Replaced	17-358 (04/06)		0	

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND	17-362	04-2006	Endorsement/Conditions	Replaced	17-362 (04/06)		0	

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OTHER
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	17-357	01-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 17-357 (04/06) Previous Filing #:		17-357 0108.pdf
Approved	LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM	17-358	04-2006	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 17-358 (04/06) Previous Filing #:		
Approved	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	17-360	01-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 17-360 (04/06) Previous Filing #:		17-360 0108.pdf
Approved	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM	17-362	04-2006	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 17-362 (04/06) Previous Filing #:		
Approved	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	17-363AR	01-2008	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 L17363AR (04/06) Previous Filing #:		17-363AR 0108.pdf
Approved	CONDITIONAL EXCLUSION OF	17-377	01-2007	Endorsement/Amendment Replaced	Replaced Form #:0.00 17-377 (01/07)		17- 377[1].pdf

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TERRORISM ent/Condi Previous Filing #:
 (RELATING TO ons
 DISPOSITION
 OF FEDERAL
 TERRORISM
 RISK
 INSURANCE
 ACT)

Approved	DISCLOSURE	ST-ML-	01-2008	Disclosure/ Replaced	Replaced Form #:0.00	ST-ML-
	NOTICE	505		Notice	ST-ML-505	505.pdf
					(01/07)	
					Previous Filing #:	

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:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (CONDOMINIUM ASSOCIATIONS AND HOMEOWNERS ASSOCIATIONS)

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS

RELIGIOUS ORGANIZATIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

SCHOOL LEADERS ERRORS AND OMISSIONS COVERAGE PART

SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

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 a 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.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (CONDOMINIUM ASSOCIATIONS AND HOMEOWNERS ASSOCIATIONS)

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYERS STOP GAP LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS

RELIGIOUS ORGANIZATIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

SCHOOL LEADERS ERRORS AND OMISSIONS COVERAGE PART

SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

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 Part to which this endorsement is applicable and includes but is not limited to “bodily injury”, “property damage” or “personal injury” as may be defined in any applicable Coverage Part.
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.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (CONDOMINIUM ASSOCIATIONS AND HOMEOWNERS ASSOCIATIONS)

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS

RELIGIOUS ORGANIZATIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

SCHOOL LEADERS ERRORS AND OMISSIONS COVERAGE PART

SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

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”.

B. The following definitions are 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (CONDOMINIUM ASSOCIATIONS AND HOMEOWNERS ASSOCIATIONS)
DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYERS STOP GAP LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS
RELIGIOUS ORGANIZATIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
SCHOOL LEADERS ERRORS AND OMISSIONS COVERAGE PART
SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

A. Applicability Of The Provisions Of This Endorsement

- 1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.**
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or**
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:**
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or**
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or**
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.**
- 2. If the provisions of this endorsement become applicable, such provisions:**
 - a. Supercede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism," but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superceded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and**
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.**

3. **If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism" will continue in effect unless we notify you of changes to that endorsement in response to federal law.**

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

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

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

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

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

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

b. When one or both of the following applies:

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

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal injury" as may be defined in any applicable Coverage Part.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism." "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

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

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

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

5. 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
6. 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.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

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

TERRORISM INSURANCE PREMIUM DISCLOSURE
AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and your option to reject terrorism insurance coverage. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments (“TRIA” or the “Act”), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer’s losses from a “certified act of terrorism” exceed a specified deductible amount, the government will reimburse the insurer for 85% of losses paid in excess of the deductible, but only if aggregate industry losses from such an act exceed \$100 million. An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

MANDATORY AVAILABILITY OF COVERAGE FOR “CERTIFIED ACTS OF TERRORISM”

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a “certified act of terrorism” AND that is otherwise covered under your policy.

A “certified act of terrorism” means:

[A]ny 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

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to –

- (I) human life;
- (II) property; or
- (III) infrastructure;

- (iii) to have resulted in damage within the United States, or outside of the United States in the case of –

- (I) 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); or
- (II) the premises of a United States mission; and

- (iv) 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.

REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from “certified acts of terrorism” as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

Note: With respect to Excess or Umbrella policies, this offer of coverage pertains only to those lines of business covered by TRIA and, more specifically, does not apply to commercial automobile insurance. In addition, this offer of TRIA coverage is expressly conditioned upon your acceptance of coverage for “certified acts of terrorism” on all underlying insurance policies that are subject to TRIA. If you reject such coverage on your primary liability policies, you must also reject it on your Excess or Umbrella policy.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN IT IN THE ENCLOSED ENVELOPE. **Please ensure any rejection is received within thirty (30) days of the effective date of your policy.**

_____ I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a “certified acts of terrorism” and my policy will be endorsed accordingly.

Note that certain states (currently CA, GA, IA, IL, MA, ME, MO, NY, NC, NJ, OR, RI, WA, and WI) mandate coverage for loss caused by fire following a “certified act of terrorism” in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

Policyholder/Applicant Signature

Date

Print Name

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

SERFF Tracking Number: LBRM-125542088 *State:* Arkansas
First Filing Company: America First Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 2008-01200
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: AR-GL-TRIPRA 2007-FORMS
Project Name/Number: AR-GL-TRIPRA 2007-FORMS/2008-01200

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LBRM-125542088 State: Arkansas
First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-01200
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: AR-GL-TRIPRA 2007-FORMS
Project Name/Number: AR-GL-TRIPRA 2007-FORMS/2008-01200

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 03/14/2008

Comments:
P & C TRANSMITTAL

Attachment:
P & C TRANSMITTAL.pdf

Satisfied -Name: COVER LETTER **Review Status:** Approved 03/14/2008

Comments:
COVER LETTER

Attachment:
2008-01200 klj.pdf

Satisfied -Name: EXPEDITED TRANSMITTAL FORM **Review Status:** Approved 03/14/2008

Comments:
EXPEDITED TRANSMITTAL FORM

Attachment:
Expedited Transmittal.pdf

Property & Casualty Transmittal Document

Reset Form

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:

New Business	
Renewal Business	

f. State Filing #:

g. SERFF Filing #:

h. Subject Codes

3. Group Name	Group NAIC #
Liberty Mutual Agency Markets	111

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Peerless Insurance Company	NH	24198	02-0177030	
The Netherlands Insurance Company	NH	24171	02-0342937	
America First Insurance Company	NH	12696	58-0953149	
Peerless Indemnity Insurance Company	IL	18333	13-2919779	

5. Company Tracking Number	2008-01200
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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
Tammy Blake 62 Maple Avenue Keene NH 03431	Sr. Analyst, Regulatory Filing AM	603-358-4520	603-352-9252	tammy.blake@libertymutual.com

7. Signature of authorized filer	Tammy Blake	<small>Digitally signed by Tammy Blake DN: cn=Tammy Blake, c=US Date: 2008.03.13 07:57:42 -0400</small>
8. Please print name of authorized filer		

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

9. Type of Insurance (TOI)	17.0 Other Liability-Occ/Claims Made
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	General Liability
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: 04-01-2008 Renewal: 04-01-2008
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	ISO
17. Reference Organization # & Title	CL-2007-OTRL1
18. Company's Date of Filing	March 13, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 2008-01200

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

Effective April 1, 2008 for new and renewal business, we wish to file to adopt the above captioned ISO Filing Designation to be used with our Commercial General Liability Program. Also, at this time, we are submitting our revised independent endorsements. We are making this filing in response to The Terrorism Risk Insurance Program Reauthorization Act of 2007. We also wish to file our revised Disclosure Notice, ST-ML-505 (01/08), which reflects the changes we made to keep our companies in compliance with The Terrorism Risk Insurance Program Reauthorization Act of 2007. The adoption of the corresponding ISO and Independent Rules has been submitted under separate cover our filing #2008-01199.

[View Complete Filing Description](#)

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

Check #:
Amount:

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

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



**America First
Insurance™**

Member of Liberty Mutual Group

62 Maple Avenue
Keene, NH 03431
603-352-3221

March 5, 2008

Hon. Julie Benafield Bowman
Commissioner Of Insurance
Arkansas Insurance Department
1200 West Third St
Little Rock, AR 72201-1904

Attn: Mr. Bill Lacy, Director
Property and Casualty Division

RE: Division Six - General Liability
TRIPRA 2008/Form Filing
ISO Filing Designation CL-2007-OTRL1
America First Insurance Company
NAIC# 111-12696
Peerless Indemnity Insurance Company
NAIC# 111-18333
The Netherlands Insurance Company
NAIC# 111-24171
Peerless Insurance Company
NAIC# 111-24198
Company Filing# 2008-01200

Dear Mr. Lacy:

Effective April 1, 2008 for new and renewal business, we wish to file to adopt the above captioned ISO Filing Designation to be used with our Commercial General Liability Program. Also, at this time, we are submitting our revised independent endorsements. We are making this filing in response to The Terrorism Risk Insurance Program Reauthorization Act of 2007.

We also wish to file our revised Disclosure Notice, ST-ML-505 (01/08), which reflects the changes we made to keep our companies in compliance with The Terrorism Risk Insurance Program Reauthorization Act of 2007.

The adoption of the corresponding ISO and Independent Rules has been submitted under separate cover our filing #2008-01199.

Enclosed, please find our revised independent endorsements and the Disclosure Notice along with the required filing forms and filing fees.

Questions regarding the enclosed filing should be directed to me at 603-357-9589 or 800-826-6189 ext. 79589.

Sincerely,

Kelly L. Joslyn
State Filings Technician

Email: kelly.joslyn@libertymutual.com
Fax: (603)-352-9252

**EXPEDITED FILING — COMMERCIAL LINES
TERRORIST EXCLUSIONS APPLICATION**

This page applies to the following state(s) Arkansas

Department Use only

Company Name(s)	Domicile	NAIC #	FEIN #
America First Insurance Company	NH	111-12696	58-0953149
Peerless Insurance Company	NH	111-24198	02-0177030
The Netherlands Insurance Company	NH	111-24171	02-0342937
Peerless Indemnity Insurance Company	IL	111-18333	13-2919779

Contact Info for Filer

Name and address of Filer(s)	Telephone #	FAX #	e-mail
Kelly Joslyn 62 Maple Avenue Keene, NH 03431	800-826-6189 x79589	603-352-9252	kelly.joslyn@libertymutual.com

Filing information

Line of Insurance (see attachment)	Commercial General Liability
Company Program Title (Marketing title) (if applicable)	General Liability
Filing Type ** see note below	Form
This application is used with:	Commercial General Liability
Effective Date Requested	04/01/08
Filing date	03/15/08
Company Tracking Number	2008-01200
Date filing approved in domiciliary state	Pending

	<u>Component/Form Name /Description/Synopsis</u>	<u>Form #) Include edition date</u>	<u>Replacement Or withdrawn?</u>	<u>If replacement, give form # it replaces</u>	<u>Previous State Filing Number, if required by state</u>
01	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	17-357 01 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-357 04 06	
02	LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	17-358 04 06	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	17-360 0108	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-360 04 06	
04	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM	17-362 04 06	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	17-363AR 01 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	17-363AR 04 06	

07	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT OF 2002)	17-377 01 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT	ST-ML-505 01 08	<input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	ST-ML-505 01 07	

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

- A completed Form Filing Transmittal Document for each insurer.
- One copy of each endorsement.
- 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:

- Using endorsements that provide coverage that is at least as broad as described in the bulletin.



Signature

Kelly Joslyn
Print Name:

Sr. State Filing Technician
Title:

SERFF Tracking Number: LBRM-125542088 State: Arkansas
 First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 2008-01200
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: AR-GL-TRIPRA 2007-FORMS
 Project Name/Number: AR-GL-TRIPRA 2007-FORMS/2008-01200

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM	03/13/2008	17-358[1].pdf
No original date	Form	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM	03/13/2008	17-362[1].pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (CONDOMINIUM ASSOCIATIONS AND HOMEOWNERS ASSOCIATIONS)

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYERS STOP GAP LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS

RELIGIOUS ORGANIZATIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

SCHOOL LEADERS ERRORS AND OMISSIONS COVERAGE PART

SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

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". 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. 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 Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal injury" as may be defined in any applicable Coverage Part.

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 of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - a. The act resulted in aggregate losses in excess of \$5 million; 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 acting on behalf of any foreign person or foreign interest, 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 certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, "other act of terrorism" does not include an act which meets the criteria set forth in Paragraph **b.** of the definition of "certified act of terrorism" when such act resulted in aggregate losses of \$5 million or less. 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 Part.
- D. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART (CONDOMINIUM ASSOCIATIONS AND HOMEOWNERS ASSOCIATIONS)

DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

EMPLOYEE BENEFITS LIABILITY COVERAGE PART

EMPLOYERS STOP GAP LIABILITY COVERAGE PART

EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

LIMITED POLLUTION LIABILITY COVERAGE PART – DESIGNATED STORAGE TANKS

RELIGIOUS ORGANIZATIONS DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

SCHOOL LEADERS ERRORS AND OMISSIONS COVERAGE PART

SEXUAL MISCONDUCT AND MOLESTATION LIABILITY COVERAGE PART

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 an "other act of terrorism". 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. 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 Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal injury" as may be defined in any applicable Coverage Part.

- 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 of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

 - a.** The act resulted in aggregate losses in excess of \$5 million; 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 acting on behalf of any foreign person or foreign interest, 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 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.
- 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 Part.