**BRMA 27L**

**LOSS OCCURRENCE**

1. “Loss Occurrence” means the sum of all individual losses directly occasioned by any one disaster, accident or loss or series of disasters, accidents or losses arising out of one event. However, the duration and extent of any one “Loss Occurrence” shall be limited to all individual losses sustained by the Company occurring during any period of A consecutive hours arising out of and directly occasioned by the same event, except that the term “Loss Occurrence” shall be further defined as follows:

a. As regards windstorm, hail, tornado, hurricane, cyclone, including ensuing collapse and water damage, all individual losses sustained by the Company occurring during any period of B consecutive hours arising out of and directly occasioned by the same event.

b. As regards riot, riot attending a strike, civil commotion, vandalism and malicious mischief, all individual losses sustained by the Company occurring during any period of B consecutive hours within the area of one municipality or county and the municipalities or counties contiguous thereto arising out of and directly occasioned by the same event. The maximum duration of B consecutive hours may be extended in respect of individual losses which occur beyond such B consecutive hours during the continued occupation of an insured’s premises by strikers, provided such occupation commenced during the aforesaid period.

c. As regards earthquake and tsunami and/or fire following directly occasioned by the earthquake, those earthquake losses, tsunami losses and individual fire losses which commence during the period of B consecutive hours may be included in the Company’s “Loss Occurrence.”

d. As regards “freeze,” only individual losses directly occasioned by collapse, breakage of glass and water damage (caused by bursting of frozen pipes and tanks or freezing and/or melting snow or sleet) may be included in the Company’s “Loss Occurrence.”

2. The Company may choose the date and time when any such period of consecutive hours commences provided that it is not earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Company arising out of that disaster, accident or loss.

3. Only one period of consecutive hours shall apply with respect to one event, except that, as respects those “Loss Occurrences” referred to in subparagraph (1)(b) above, if the disaster, accident or loss occasioned by the event is of greater duration than B consecutive hours, then the Company may divide that disaster, accident or loss into two or more “Loss Occurrences” provided no two periods overlap and no individual loss is included in more than one such period and provided that no period commences earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Company arising out of that disaster, accident or loss.

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4. Losses arising from a combination of two or more perils as a result of the same event shall be considered as having arisen from one “Loss Occurrence.” Notwithstanding the foregoing, the hourly limitations as stated above shall not be exceeded as respects the applicable perils, and no single “Loss Occurrence” shall encompass a time period greater than A consecutive hours.

5. Losses arising, directly or indirectly, out of:

(a) loss of, alteration of, or damage to

or

(b) a reduction in the functionality, availability or operation of a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder of the reinsured or not, do not in and of themselves constitute an event unless arising out of one or more of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

*The above version has included in the freeze definition melting snow and ice (a/k/a ice damming), as well as sleet and only allows a Strike event to be split into more than one occurrence.*

1. *Most commonly is 168 hours*
2. *Most commonly is either 72 or 96 hours*

*XX. Most commonly is either 150 or 250 miles*

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*Accepted for inclusion Summer 2016*

**BRMA 27M**

**LOSS OCCURRENCE**

The term "Loss Occurrence" shall mean the sum of all individual losses directly occasioned by any one disaster, accident or loss or series of disasters, accidents or losses arising out of one event which occurs within the area of one state of the United States or province of Canada and states or provinces contiguous thereto and to one another. However, the duration and extent of any one Loss Occurrence shall be limited to all individual losses sustained by the Company occurring during any period of A consecutive hours arising out of and directly occasioned by the same event except that the term "Loss Occurrence" shall be further defined as follows:

1. As regards firestorms, brush fires and other fires or series of fires, irrespective of origin and how the fire or series of fires spread, and which are not covered by the Loss Occurrence definitions in sub-paragraphs ii., iii., iv., and v., below, all individual losses sustained by the Company during any period of B consecutive hours and are within a circle with a XX mile radius, the center of which is selected by the Company, may be included in the Company’s Loss Occurrence.
2. As regards windstorm, hail, tornado, hurricane, cyclone, including ensuing collapse and water damage, all individual losses sustained by the Company occurring during any period of B consecutive hours arising out of and directly occasioned by the same event. However, the event need not be limited to one state or province or states or provinces contiguous thereto.
3. As regards riot, riot attending a strike, civil commotion, vandalism and malicious mischief, all individual losses sustained by the Company occurring during any period of B consecutive hours arising out of and directly occasioned by the same event. The maximum duration of B consecutive hours may be extended in respect of individual losses which occur beyond such B consecutive hours during the continued occupation of an insured's premises by strikers, vandals, or others causing civil commotion or malicious mischief, provided such occupation commenced during the aforesaid period.
4. As regards earthquake (the epicenter of which need not necessarily be within the territorial confines referred to in the opening paragraph of this Article) and fire following directly occasioned by the earthquake, only those individual fire losses which commence during the period of B consecutive hours may be included in the Company's Loss Occurrence.
5. As regards Freeze, only individual losses directly occasioned by collapse (caused by weight of snow or ice), breakage of glass and water damage (caused by bursting of frozen pipes, tanks or melting snow or ice) may be included in the Company's Loss Occurrence.

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For all Loss Occurrences, other than (iii) above, the Company may choose the date and time when any such period of consecutive hours commences provided that it is not earlier than the date and time of the occurrence of the first individual loss sustained by the Company arising out of that disaster, accident or loss and provided that only one such period of A consecutive hours shall apply with respect to one event, except for any Loss Occurrence referred to in sub-paragraph (ii) above where only one such period of B consecutive hours shall apply with respect to one event, regardless of the duration of the event.

As respects those Loss Occurrences referred to in (iii) above, if the disaster, accident or loss occasioned by the event is of greater duration than B consecutive hours, then the Company may divide that disaster, accident or loss into two (2) or more Loss Occurrences provided no two (2) periods overlap and no individual loss is included in more than one such period and provided that no period commences earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Company arising out of that disaster, accident or loss.

Losses arising from a combination of two (2) or more perils as a result of the same event will be considered as having arisen from one Loss Occurrence. Notwithstanding the foregoing, the hourly limitations for subparagraphs (i), (ii), (iii), (iv) and (v) shall not be exceeded as respects the applicable perils. No single Loss Occurrence involving two (2) or more perils shall encompass a time period greater than A consecutive hours.

*The above version includes Firestorms and has removed the following requirement from the Strike provision: “within the area of one municipality or county and the municipalities or counties contiguous thereto”. Also note that the first paragraph after the definitions is set up to address when there are 72 and 96 hours and the 96 hours provision does not reinstate.*

1. *Most commonly is 168 hours*
2. *Most commonly is either 72 or 96 hours*

*XX. Most commonly is either 150 or 250 miles*

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*Accepted for inclusion Summer 2016*

**BRMA 27N**

**LOSS OCCURRENCE**

The term “Loss Occurrence” shall mean the sum of all individual losses directly occasioned by any one disaster, accident or loss or series of disasters, accidents or losses arising out of one event which occurs within the area of one state of the United States or province of Canada and states or provinces contiguous thereto and to one another. However, the duration and extent of any one “Loss Occurrence” shall be limited to all individual losses sustained by the Company occurring during any period of A consecutive hours arising out of and directly occasioned by the same event except that the term “Loss Occurrence” shall be further defined as follows:

i. As regards firestorms, brush fires and other fires or series of fires, irrespective of origin and how the fire or series of fires spread, and which are not covered by the Loss Occurrence definitions in sub-paragraph ii., iii., iv., and vi., below, all individual losses sustained by the Company during any period of A consecutive hours and are within a circle with a XX mile radius, the center of which is selected by the Company, may be included in the Company’s “Loss Occurrence.”

ii. As regards windstorm, hail, tornado, hurricane, cyclone, including ensuing collapse and water damage, all individual losses sustained by the Company occurring during any period of B consecutive hours and arising out of and directly occasioned by the same event may be included. However, the event need not be limited to one state or province or states or provinces contiguous thereto.

iii. As regards riot, riot attending a strike, civil commotion, vandalism and malicious mischief, all individual losses sustained by the Company occurring during any period of B consecutive hours within the area of one municipality or county and the municipalities or counties contiguous thereto arising out of and directly occasioned by the same event may be included. The maximum duration of B consecutive hours may be extended in respect of individual losses which occur beyond such B consecutive hours during the continued occupation of an assured’s premises by strikers, provided such occupation commenced during the aforesaid period.

iv. As regards earthquake (the epicenter of which need not necessarily be within the territorial confines referred to in the opening paragraph of this Article) and fire following directly occasioned by the earthquake, only those individual fire losses which commence during the period of A consecutive hours may be included in the Company’s “Loss Occurrence.”

v. As regards “Freeze”, only individual losses directly occasioned by collapse, breakage of glass and water damage (caused by bursting of frozen pipes and tanks) may be included in the Company’s “Loss Occurrence.”

vi. As regards Terrorism all attacks commencing within B hours with apparent common leadership or purpose will be considered one “Loss Occurrence.”

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Losses arising from a combination of two (2) or more perils that include a time period of no more than A hours as a result of the same event will be considered as having arisen from one “loss occurrence.” Notwithstanding the foregoing, the hourly limitations for subparagraphs (i), (ii) (iii), (iv) (v) and (vi) shall not be exceeded as respects the applicable perils and subparagraphs in and (iv) shall not be combined into a single “loss occurrence.” For all “Loss Occurrences,” the Company may choose the date and time when any such period of consecutive hours commences, provided that it is not earlier than the date and time of the occurrence of the first recorded individual loss sustained by the Company arising out of that disaster, accident or loss and provided that only one such period of A consecutive hours shall apply with respect to one event except for any “Loss Occurrences” referred to in subparagraph (ii) above where only one such period of A consecutive hours shall apply with respect to one event, regardless of the duration of the event.

Losses arising, directly or indirectly, out of:

(i) loss of, alteration of, or damage to

or

(ii) a reduction in the functionality, availability or operation of:

A computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the policyholder of the reinsured, or not, do not in and of themselves constitute an event unless arising out of one or more of the perils otherwise covered hereunder.

***The above version includes a terrorism provision.***

1. *Most commonly is 168 hours*
2. *Most commonly is either 72 or 96 hours*

*XX. Most commonly is either 150 or 250 miles*

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