

SERFF Tracking Number: ACEH-125787933 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: 40051
Company Tracking Number: KIDNAP-POLITICAL EVAC
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
Product Name: Blanket - Kidnap & Political Evac
Project Name/Number: Blanket - Kidnap & Political Evac/Blanket - Kidnap & Political Evac

Filing at a Glance

Company: ACE American Insurance Company

Product Name: Blanket - Kidnap & Political Evac SERFF Tr Num: ACEH-125787933 State: ArkansasLH

TOI: H04 Health - Blanket Accident/Sickness SERFF Status: Closed State Tr Num: 40051
Sub-TOI: H04.000 Health - Blanket Accident/Sickness Co Tr Num: KIDNAP-POLITICAL EVAC State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Rosalind Minor
Author: Karen Moore Disposition Date: 09/09/2008
Date Submitted: 08/25/2008 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Blanket - Kidnap & Political Evac
Project Number: Blanket - Kidnap & Political Evac
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Authorized
Date Approved in Domicile:
Domicile Status Comments: Pennsylvania, our domiciliary state, does not require the filing of forms intended for issue in the Commonwealth of Pennsylvania (PA Notice 96-1).

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Market Type: Group
Group Market Size: Large
Group Market Type: Blanket

Filing Status Changed: 09/09/2008

State Status Changed: 09/09/2008

Deemer Date:

Corresponding Filing Tracking Number: Blanket - Kidnap & Political Evac

Filing Description:

Re: ACE American Insurance Company

NAIC #: 626-22667 / FEIN #: 95-2371728

SERFF Tracking Number: ACEH-125787933 *State:* Arkansas
Filing Company: ACE American Insurance Company *State Tracking Number:* 40051
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Re: Supplemental Amendment and Rider for use with Blanket Accident Policy (AH-10324) and Blanket Accident and Sickness Policy (AH-15090)

AH-22240 – Kidnap and Extortion Expense Benefit Rider

AH-18159 – Political Evacuation and Repatriation Benefit

Dear Commissioner:

We submit this filing on behalf of ACE American Insurance Company. These forms are new and not intended to replace any forms currently on file. Pennsylvania, our domiciliary state, does not require the filing of forms intended for issue in the Commonwealth of Pennsylvania (PA Notice 96-1). The Readability Certification Form is enclosed.

AH-22240, Kidnap and Extortion Expense Benefit Rider, is an optional Rider and may be selected at the case or class level by the Policyholder.

AH-18159, Political Evacuation and Repatriation benefit, is also an optional selected benefit and may be selected at the case or class level by the Policyholder.

Specific variability in both forms is noted throughout the forms, indicated by soft brackets ({ }). Optional material is indicated by hard brackets ([]) and will be included or excluded as requested by the Policyholder. For existing cases, the benefits may be issued on amendment form AH-18159, and for new cases, we may incorporate the language directly into the policy. The Rider, AH-22240, will be attached to the policy as a Rider. If required in your state, the Actuarial Memorandum is attached.

We appreciate the time spent on this filing and trust that you will find everything in order. If there are questions or if additional information is required, please do not hesitate to contact me directly at 215.640.5134 or e-mail karen.moore@ace-ina.com.

Regards,

Karen N. Moore

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Compliance Manager

Company and Contact

Filing Contact Information

Karen Moore, Compliance Manager karen.moore@ace-ina.com
 436 Walnut Street (215) 640-5134 [Phone]
 Philadelphia, PA 19106 (215) 640-5548[FAX]

Filing Company Information

ACE American Insurance Company CoCode: 22667 State of Domicile: Pennsylvania
 PO Box 1000 Group Code: 626 Company Type:
 436 Walnut Street
 Philadelphia, PA 19106 Group Name: State ID Number:
 (215) 640-5123 ext. [Phone] FEIN Number: 95-2371728

Filing Fees

Fee Required? Yes
 Fee Amount: \$20.00
 Retaliatory? No
 Fee Explanation: Filing of two amendments separate from policy form = \$20.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$20.00	08/25/2008	22112791

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/09/2008	09/09/2008

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Disposition

Disposition Date: 09/09/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Readability Certification	Approved-Closed	Yes
Form	Kidnap and Extortion Expense Benefit Rider	Approved-Closed	Yes
Form	Political Evacuation and Repatriation Benefit Amendment	Approved-Closed	Yes

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Form Schedule

Lead Form Number: AH-22240

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	AH-22240	Policy/Cont	Kidnap and Extortion Initial ract/Fratern Expense Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51	Kidnap and Extortion Expense Benefit AH- 22240_rev07 2308.pdf
Approved-Closed	AH-18159	Policy/Cont	Political Evacuation Initial ract/Fratern and Repatriation al Benefit Amendment Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	Political Evacuation & Repatriation Benefit AH- 18159.pdf



ACE American Insurance Company
 (A Stock Company)
 Philadelphia, Pennsylvania 19106
 (Herein called We, Us, Our)

Kidnap and Extortion Expense Benefit Rider

Policy Number: {GLM N12345678}

Effective Date: {Month Day, Year}

Policyholder: {ABC Company}

Rider #: {1}

This Rider form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Rider takes effect as of the Policy Effective Date. This form is subject to all of the terms, limitations, and exclusions of the Policy, except as they are changed by it.

In return for payment of the required premium, the Policy is changed as follows.

KIDNAP AND EXTORTION EXPENSE BENEFIT

Schedule of Benefits

[Aggregate Benefit Maximum per {Insured/Covered Person}:]	Each Incident \${XX,XXX}]	Annual Aggregate \${XX,XXX}]
[Extortion/Ransom Money Payment Benefit Benefit Maximum:	\${XX,XXX}	\${XX,XX}]
[In-Transit Extortion or Ransom Money Loss Benefit Benefit Maximum:	\${XX,XXX}	\${XX,XXX}]
[Expense Benefit Benefit Maximum:	\${XX,XXX}	\${XX,XXX}]
[Incident Response Benefit	{100% of Covered Expenses}	{100% of Covered Expenses}]
[Legal Costs Benefit Benefit Maximum:	\${XX,XXX}	\${XX,XXX}]
[Wrongful Detention and Evacuation Benefit	\${XX,XXX}	\${XX,XXX}]

Premium: \$XX.XX

Covered Events

Coverage is provided under this Policy for one or more of the Covered Losses identified below arising solely and directly from the following specific Covered Events that commence during the Policy Period:

- A. Kidnap
- B. Extortion
- C. Wrongful Detention
- D. Hijack

Description of Benefits

We will pay the following benefits if {an Insured/a Covered Person} is a victim of a Kidnap or an Extortion. The {Insured's/Covered Person's} coverage must be in effect at the time the incident occurs.

[Extortion/Ransom Money Payment Benefit

We will reimburse the Kidnap/Ransom Money paid by [a {Policyholder/Participating Organization}] or {an Insured/a Covered Person} resulting directly from the following Covered Events:

1. a Kidnap or alleged Kidnap; and
2. Extortion upon {an Insured/a Covered Person}}].

[In-Transit Extortion/Ransom Money Loss Benefit

We will reimburse the In-Transit Extortion/Ransom Money Loss Benefit for a loss due to confiscation, destruction, disappearance, seizure or usurpation of Extortion/Ransom Money resulting from a covered Kidnap or Extortion of the {Insured/Covered Person}}].

[Expense Benefit

We will reimburse Covered Expenses incurred resulting directly from a Kidnap, Extortion, Wrongful Detention or Hijack of {an Insured/a Covered Person}}].

[Incident Response Benefit

We will reimburse you for:

1. reasonable and customary fees and expenses of Our approved security consultant or of other independent security consultants retained by you for the exclusive function of responding to a Covered Event, provided that We have given our prior consent to the use of such other independent security consultant(s); and
2. any other reasonable and customary fees and expenses of other specialist consultants retained by You for the exclusive function of responding to a Covered Event, including but not limited to,

public relations consultants or private investigation consultants, provided We have given our prior consent to the use of such specialist consultant.]

Legal Costs Benefit

We will reimburse the amount paid for any Suit brought against {an Insured/a Covered Person} directly as a result of a Kidnap, Extortion [or Wrongful Detention], for:

1. the sums that {an Insured/a Covered Person} becomes legally obligated to pay as damages as a result of a judgment or settlement approved by Us for a Suit;
2. all reasonable and customary expenses incurred by {the Insured/the Covered Person} in defense of such Suit; and
3. all costs levied against {the Insured/the Covered Person} in the Suit.]

Wrongful Detention and Evacuation Benefit

We will pay Covered Expenses incurred resulting from the Detention and/or Evacuation of {an Insured/a Covered Person}.

Definitions

The following definitions apply to this Rider.

“Covered Expenses” means:

With regard to a Covered Event, We will pay benefits for:

1. [the reasonable payment made by {an Insured/a Covered Person} to an Informant who provides information which contributes to the resolution of the Covered Event; and]
2. the reasonable and customary loan costs incurred by {an Insured/a Covered Person} from a financial institution for obtaining money to be used for Extortion/Ransom Money payment; and
3. the reasonable and customary travel and accommodation costs incurred by {an Insured/a Covered Person} as a result of a Covered Event as follows:
 - a. directly related to the resolution of a Covered Event;
 - b. for {an Insured/a Covered Person} who is the victim of a Kidnap, Hijack or Wrongful Detention to join his/her immediate family upon his/her release, and the travel accommodation costs, including lodging and meals, of a newly hired individual to replace {the Insured/the Covered Person} who is a victim of a Kidnap, Hijack or Wrongful Detention. These costs will apply only once per {Insured/Covered Person} and replacement person(s); [and/or]
 - c. to evacuate, {an Insured/a Covered Person} and/or his or her spouse and/or children living in the same household as {the Insured/the Covered Person} who is the victim of a Kidnap, Hijack or Wrongful Detention; and
4. Employee Compensation paid by the {Policyholder/Participating Organization} to the {Insured/Covered Person} or on behalf of the { Insured/ Covered Person};

- a. up to thirty (30) days after the release of {the Insured/the Covered Person} from a Kidnap, Hijack or Wrongful Detention; or
 - b. up to discovery of the death of the {an Insured/ Covered Person}; or
 - c. up to one hundred twenty (120) days after we receive the last reasonably credible evidence that {the Insured/the Covered Person} is still alive; or
 - d. up to sixty (60) months after the date of the Kidnap, Hijack or Wrongful Detention if a victim has not been released.
5. [the Personal Financial Loss suffered by {an Insured/ Covered Person}; and]
 6. the reasonable and customary fees expenses of a qualified interpreter retained directly to assist the {Insured/Covered Person} as a result of a Covered Event; and
 7. reasonable and necessary expenses of independent forensic analysts engaged by you; and
 8. increased costs of security resulting directly from Kidnap, Extortion threats, or Hijacking including, but not limited to, hiring of security guards, hiring of armored vehicles and overtime pay to existing security staff, for a period of up to ninety (90) consecutive days, provided that Our approved security consultant or other independent security consultant has specifically recommended such security measures; and
 9. job retraining costs for a Kidnap, Wrongful Detention, or Hijack victim, including, but not limited to, the salary of the Kidnap, Wrongful Detention, or Hijack victim while being retrained, and costs of external training courses; and
 10. reasonable rest and recovery expenses, including travel, lodging, meals and recreation, for {an Insured/a Covered Person} who is a victim of a Kidnap, Hijack or Wrongful Detention, with his/her spouse and/or children, for a period not exceeding thirty (30) consecutive days, and incurred by you within six (6) months following the conclusion of the Covered Event; provided, however, that we will pay no more than \$100,000 for all victims and family members for any one Covered Event; and
 11. other reasonable and customary expenses incurred by the {Policyholder/Participating Organization} directly related to negotiating the release of {an Insured/a Covered Person}.

[With regard to Hijack only, Expenses include the reasonable and customary costs paid by the {Insured/ Covered Person} for:

1. landing, take-off and docking fees; and
2. refueling charges; and
3. costs incurred by {the Insured/the Covered Person} to transport, at economy fares, all occupants of a hijacked conveyance to their final, ticketed destination should the original vehicle or craft be rendered inoperable,

provided such costs are directly as a result of the Hijack.]

“Evacuation” means the removal or withdrawal of {an Insured/a Covered Person} from the country where {the Insured/the Covered Person} is employed full-time, but is not a citizen as a result of:

1. an Evacuation Advisory; or
2. {an Insured/a Covered Person} being declared persona non grata by legal governmental authorities in the country where {the Insured/the Covered Person} is employed; or

3. the total confiscation or nationalization of your Property by legal governmental authorities.

An Evacuation in which more than one {Insured/Covered Person} is evacuated shall be considered a single Evacuation.

“Evacuation Advisory” means a formal recommendation issued by Civil Authorities that a classification of person(s) which includes {an Insured/a Covered Person} leave a country in which he or she is currently employed by {the Policyholder/the Participating Organization}.

“Extortion” means a threat or series of threats to Kidnap, cause bodily Injury, [Property Damage,] [Product Adulteration,] [or disclose the {Insured’s/Covered Person’s} Proprietary Information, including any personal, private, or confidential information about the {Policyholder/Participating Organization} or the {Insured/Covered Person}] for the purpose of demanding Extortion/Ransom Money as a condition not to carry out such threat.

“Extortion/Ransom Money” means a consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an Extortion to a person(s) believed to be responsible for the Kidnap or Extortion and includes, but is not limited to, cash, securities, marketable goods or services, [property,] or monetary instruments.

“Hijack” means the commandeering of an airplane, train or watercraft by coercion or duress. Hijack also means to commandeer a motor vehicle by coercion or duress for a period in excess of six hours.]

“Informant” means any person, other than {the Insured/the Covered Person}, providing information not otherwise obtainable, solely in return for compensation

“Kidnap” means the illegal abduction and holding hostage of one or more {Insured(s)/Covered Person(s)} for the purpose of demanding Extortion/Ransom Money as a condition of release. A Kidnap in which more than one {Insured/Covered Person} is abducted will be considered a single Kidnap.

[“Personal Financial Loss” means the financial loss suffered by {an Insured/Covered Person} solely and directly as the result of the physical inability of {an Insured/a Covered Person} to attend to personal financial matters while a victim, and as a direct result, of a Covered Event..]

[“Product Adulteration” means the intentional act of contaminating, polluting, or rendering harmful or unfit for their intended use, products or goods manufactured, handled or distributed by {Policyholder/Participating Organization}, or publicity implying or stating the same.

[“Property” means any building and contents or equipment (fixed or mobile) owned or leased by you as a place to conduct business or a residence occupied by any director officer or employee and for which you or {the Insured/the Covered Person} is legally liable

[“Property Damage” means physical loss of or damage to Property or electronic data, including the corruption or modification of data or denial of access to computer or network services.]

["Proprietary Information" means any information which {the Insured/the Covered Person} maintains as a trade secret and includes methods, processes, devices and techniques particular to the conduct of his or her business.]

"Suit" means a civil lawsuit or arbitration arising from a Covered Event, provided that such proceeding is brought within twelve (12) months after the release or death of a kidnapped or detained {Insured/Covered Person} or the last reasonably credible Extortion threat occurring during the Policy Period, but in no event longer than sixty (60) months after the inception of the Kidnap, Extortion or Wrongful Detention.

"Wrongful Detention" means the holding of {an Insured/a Covered Person} under duress for whatever reason whether by local governmental authorities in the place of custody or by others. A Wrongful Detention in which more than one {Insured/Covered Person} is detained shall be considered a single Wrongful Detention.

Exclusions and Limitations

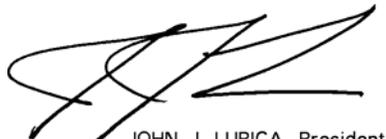
We will not pay Kidnap and Ransom Benefits for:

- [1.] [Any loss caused by fraudulent, illegal or dishonest act committed by {Policyholder/Participating Organization}, {an Insured/a Covered Person} or any other person acting at the direction or authorization of a {Policyholder/Participating Organization} or {an Insured/a Covered Person}.]
- [2.] [Any loss resulting from the surrender of money or Property as the result of a face to face encounter involving the use or threat of force or violence, unless surrendered by a person in possession of such money at the time of such surrender for the sole purpose of conveying it to pay an Extortion or demand for Extortion/Ransom Money previously communicated to you or to the Covered Person; or
- [3.] Money or property surrendered on the Property unless brought onto the Property after receipt of the Extortion, or demand for Extortion/Ransom Money, for the purpose of paying such demand; or
- [4.] [Regarding Wrongful Detention only:
 - a. A {an Insured/Covered Person} in direct employment of a government agency military intelligence or law enforcement; or
 - b. Any violation by the {Policyholder/Participating Organization} or {an Insured/a Covered Person} of the laws of the Country of Residence or where {an Insured/a Covered Person} is traveling. This would include a failure by the {Policyholder/Participating Organization} or {an Insured/a Covered Person} to maintain all legally required travel documents. However, this exclusion will not apply to any Wrongful Detention resulting from allegations that are deliberately false, fraudulent, and malicious and made solely to achieve a political propaganda and/or coercive effect upon or at the expense of the {Policyholder/Participating Organization} or {an Insured/a Covered Person}.]
- [5.] {Variable, Any of the following countries may be excluded: Any loss that occurs in any of the following countries: Afghanistan, Algeria, Angola, Brazil, Chad, Chechnya, Columbia, Cuba, Georgia, Haiti, Indonesia, Iran, Iraq, North Korea, Liberia, Libya, Mexico, Nepal,

Nigeria, Pakistan, Peru, Philippines, Saudi Arabia, Sri Lanka, East Timor, Russia, Sierra Leone, Somalia, Sudan, Syria, Trinidad, Tobago, Venezuela, Yemen and Zimbabwe.}

[Additional] Exclusions that apply to this benefit are shown in the Exclusions section of the Policy.

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



GEORGE D. MULLIGAN, Secretary



ACE American Insurance Company
 A Stock Company
 436 Walnut Street
 Philadelphia, PA 19106
 (Herein called We, Us, Our)

Amendment

[Policyholder: {ABC Company}]

[Policy Number: {00000}]

[Effective Date: {Month XX, XXXX}]

This Amendment form is made a part of the Policy to which it is attached as of the Effective Date shown above. If no Effective Date is shown, this Amendment takes effect as of the Policy Effective Date. This Amendment ends at the same time as the Policy. It is subject to all of the terms, limitations, and conditions of the Policy, except as they are changed by it.

{1.} The following is added to the *Schedule of Benefits*, under *Additional Benefits*:

[Political Evacuation and Repatriation Benefit

Benefit Maximum: {Variable, e.g., Any amount from \$1,000 to \$25,000}
 Co-insurance Rate: {Variable, e.g., Any percentage from 80% to 100%}]

{2.} The following is added to the *Description of Benefits*, under *Additional Benefits*:

[Political Evacuation and Repatriation Benefit

If, due to political or military events in a host country, a formal recommendation from the appropriate authorities is issued for the Insured to leave the host country, or if the Insured is expelled or declared persona non-grata by the host country, We will pay the Usual and Customary Charges incurred for transportation to the nearest place of safety or for repatriation to the Insured's Home Country/country of residence, up to the Benefit Maximum shown in the Benefit Schedule. Evacuation and Repatriation must occur within 10 days of any such event. Coverage will apply to the most appropriate and economical means consistent under the circumstances with the Insured's health and safety. Evacuation and Repatriation costs will be paid once per Insured, per occurrence.

Exclusions

This Benefit will not be payable:

1. for losses recoverable under any other insurance or through an employer; or
2. for losses arising from or attributable to:
 - a) alleged violation of the laws of the host country, unless We determine such allegations to be fraudulent; or
 - b) failure to maintain required documents and visas[; or
3. if there is a travel advisory in effect on or within 6 months prior to the Insured's date of arrival in the host country].

Benefits will not be paid unless all expenses are approved in advance by Us, and services are rendered by Our assistance provider.

Additional exclusions that apply to this Benefit are shown in the General Exclusions section of the Policy.]

Signed for ACE American Insurance Company in Philadelphia, Pennsylvania.



JOHN J. LUPICA, President



GEORGE D. MULLIGAN, Secretary

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Certification/Notice **Review Status:** Approved-Closed 09/09/2008
Comments:
Attachment:
AR - Certif of Compliance with Rule 19.pdf

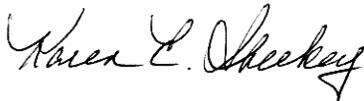
Bypassed -Name: Application **Review Status:** Approved-Closed 09/09/2008
Bypass Reason: This filing does not include an application for a policy - only supplemental amendments. The application has not changed.
Comments:

Satisfied -Name: Readability Certification **Review Status:** Approved-Closed 09/09/2008
Comments:
Attachment:
Readability Cert - Kidnap and Political Evac.pdf

**Certificate of Compliance with
Arkansas Rule and Regulation 19**

Insurer: Ace American Insurance Company
Form Number(s): **AH-22240 – Kidnap and Extortion Expense Benefit Rider**
AH-18159 – Political Evacuation and Repatriation Benefit

I hereby certify that the filing above meets all applicable Arkansas requirements including the Requirements of Rule and Regulation 19.



Signature of Company Officer

Karen E. Sheekey
Name

Compliance & Communications Officer
Title

08/25/2008
Date

ACE American Insurance Company
Philadelphia, Pennsylvania 19106

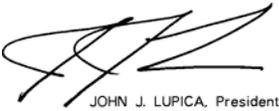
READABILITY CERTIFICATION

SCHEDULE OF FORMS

I hereby certify that the following forms were tested for readability using the Rudolf Flesch Formula and achieved the following results.

August 2008

Form Number	Description	Score
AH-22240	Kidnap and Extortion Expense Benefit Rider	50.8
AH18159	Political Evacuation and Repatriation Benefit	50.5



JOHN J. LUPICA, President

Person Responsible for this filing: Karen N. Moore, Compliance Manager
ACE USA Accident & Health Department
karen.moore@ace-ina.com
215.640.5134