

SERFF Tracking Number: CRUM-126310038 State: Arkansas  
 Filing Company: United States Fire Insurance Company State Tracking Number: 43538  
 Company Tracking Number:  
 TOI: H19G Group Health - Travel Sub-TOI: H19G.000 Health - Travel  
 Product Name: AK-Travel-Addtl Trust-USF  
 Project Name/Number: /

## Filing at a Glance

Company: United States Fire Insurance Company

Product Name: AK-Travel-Addtl Trust-USF SERFF Tr Num: CRUM-126310038 State: Arkansas  
 TOI: H19G Group Health - Travel SERFF Status: Closed- State Tr Num: 43538  
 Disapproved

Sub-TOI: H19G.000 Health - Travel Co Tr Num: State Status: Disapproved-Closed  
 Filing Type: Form Reviewer(s): Rosalind Minor  
 Author: Vera Harwell Disposition Date: 11/03/2009  
 Date Submitted: 09/18/2009 Disposition Status: Disapproved  
 Implementation Date: Implementation Date:

Implementation Date Requested:

State Filing Description:

## General Information

Project Name:	Status of Filing in Domicile:
Project Number:	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments:
Explanation for Combination/Other:	Market Type:
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 11/03/2009	Explanation for Other Group Market Type:
	State Status Changed: 11/03/2009
Deemer Date:	Created By: Vera Harwell
Submitted By: Vera Harwell	Corresponding Filing Tracking Number:

Filing Description:

The above mentioned filing was submitted for approval through a consultant group which is no longer doing business with us. In the course of reviewing our filings, it has been discovered that the consultant filed these forms without a requested Trust listed.

These forms should have been filed to be used with the American Travel Services Trust situated in Illinois, and the Group Blanket Accident and Health Insurance Trust situated in Illinois. In doing the filing however, it appears that they inadvertently left out the Group Blanket Accident and Health Insurance Trust.

As such, we are requesting that the Group Blanket Accident and Health Insurance Trust, situated in Illinois, be recognized as an additional Trust to be used in conjunction with these previously approved forms.

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 Product Name: AK-Travel-Addml Trust-USF  
 Project Name/Number: /

## Company and Contact

### Filing Contact Information

Vera Harwell, Compliance Manager vharwell@fairmontspecialty.com  
 5 Christopher Way 732-918-6713 [Phone]  
 Eatontown, NJ 07724 732-918-4755 [FAX]

### Filing Company Information

United States Fire Insurance Company CoCode: 21113 State of Domicile: Delaware  
 305 MADISON AVENUE Group Code: 158 Company Type:  
 MORRISTOWN, NJ 07962 Group Name: State ID Number:  
 (973) 490-6476 ext. [Phone] FEIN Number: 13-5459190

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United States Fire Insurance Company	\$0.00	09/18/2009	

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 Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Disapproved	Rosalind Minor	11/03/2009	11/03/2009

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Thank you for responding to our original filing.	Note To Reviewer	Vera Harwell	10/28/2009	11/02/2009
Trust Agreement	Note To Filer	Rosalind Minor	10/30/2009	10/30/2009
Trust Agreement	Note To Filer	Rosalind Minor	09/25/2009	09/25/2009

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Company Tracking Number:  
TOI: H19G Group Health - Travel Sub-TOI: H19G.000 Health - Travel  
Product Name: AK-Travel-Addml Trust-USF  
Project Name/Number: /

## Disposition

Disposition Date: 11/03/2009

Implementation Date:

Status: Disapproved

Comment:

I am disapproving your request to market the product through the Group and Blanket Accident & Health Insurance Trust. The group/trust must be set up for purposes other than insurance.

Also, I reviewed the product which was approved through our Property and Casualty Division on 1/23/2007. The product does not comply with the subdivisions outlined under our Blanket Accident and Health Insurance, ACA 23-86-101(1) through (7).

Rate data does NOT apply to filing.

*SERFF Tracking Number:*      *CRUM-126310038*                      *State:*                      *Arkansas*  
*Filing Company:*              *United States Fire Insurance Company*              *State Tracking Number:*      *43538*  
*Company Tracking Number:*  
*TOI:*                      *H19G Group Health - Travel*                      *Sub-TOI:*                      *H19G.000 Health - Travel*  
*Product Name:*              *AK-Travel-Addml Trust-USF*  
*Project Name/Number:*      /

<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Disapproved	Yes
<b>Supporting Document</b>	Application	Disapproved	Yes
<b>Supporting Document</b>	Cover Letter	Disapproved	Yes
<b>Supporting Document</b>	Copy of Original Submission Approval	Disapproved	Yes

## AGREEMENT AND DECLARATION OF TRUST

THIS AGREEMENT AND DECLARATION OF TRUST is entered into in the state of Illinois as of this 30 day of May, 2001, effective from May 30th, 2001, by the Marine Bank, Springfield, an Illinois banking institution, hereafter referred to as the "Trustee", TIG Insurance Company, a California corporation, hereinafter referred to as "Administrator", and the various organizations who become parties hereto, hereinafter referred to as the "Participating Organizations." All of the above are individually and collectively referred to herein as the "parties."

### WITNESSETH

WHEREAS, it has been proposed that the Trustee provide blanket or group insurance to persons affiliated with Participating Organizations and members of families of such persons as defined in Article II hereof and that blanket or group insurance be obtained for the benefit of such persons; and

WHEREAS, to give effect to this proposal, the Participating Organizations desire to create a trust and to establish a trust fund to be used in the manner hereinafter set forth; and

WHEREAS, the Trustee has undertaken and agreed to act as Trustee of a trust fund to be established in connection with the plans of insurance which are to provided hereunder.

NOW, THEREFORE, in consideration of the Insurance it is mutually agreed as follows:

### ARTICLE I

#### Purpose of the Trust

**Section 1.01.** This trust shall be known as the "Group and Blanket Accident & Health Insurance Trust", also hereinafter referred to as the "Trust."

**Section 1.02.** The purpose of the Trust is to provide through blanket or group policies issued by insurance carriers, insurance for persons affiliated with Participating Organizations and members of families of such persons.

## ARTICLE II

### Participating Organizations

**Section 2.01.** Organizations eligible to participate in the Trust are those which are meet the eligibility requirements of any insurance policy procured by the Trustee.

**Section 2.02.** Each eligible organization desiring to participate in this Trust will fully execute a Participation Agreement in substantially the form incorporated herein as "Exhibit A" and submit it to the Administrator along with an initial payment determined by the Administrator on the basis of the insurance requested. This Participation Agreement must be accepted by the Administrator before an organization may participate. An organization whose Participation Agreement is not accepted will receive a refund of any payment submitted with the Participation Agreement. An eligible organization which is accepted for participation shall thereafter make payments for insurance and administration of this Trust, on such dates and in such amounts as the Administrator may require. The participation of a Participating Organization in this Trust is contingent on, and will continue only so long as those insured through the organization are validly insured pursuant to the provision of one or more insurance policies issued to the Trustee.

**Section 2.03.** If the Trustee has been issued more than one blanket or group insurance policy, the Administrator will be authorized to specify under which policy a Participating Organization's members/employees will be initially or ultimately insured.

**Section 2.04.** The payments by Participating Organizations referred to in Section 2.02 of this Article II will be designated as "organization payments." To the extent and in the manner permitted by any policy, rules, regulations, and laws which are applicable, each Participating Organization may require from its employees or the families of such persons, contribution toward or payment of the cost of providing blanket or group insurance under a policy and these contributions shall be included in or the payments shall comprise the organization payments.

**Section 2.05.** To properly administer the Trust and the insurance procured by the Trustee, the Trustee or Administrator may adopt such rules and regulations as are deemed necessary or advisable and all Participating Organizations shall comply with these rules and regulations. The Trustee or the Administrator will have the right to require such information from the Participating Organizations as they deem useful or necessary to discharge their duties under this Trust Agreement. The Trustee will not be required to determine the accuracy or sufficiency of any information or computations received from the Participating Organizations.

**Section 2.06.** No Participating Organization, insured person, or person claiming by or through any insured person, will have any claim against any funds or property of the Trust. The rights and interests of insured persons and persons claiming by or through them will be limited to the insurance benefits specified in the policies; however, this

section will not prevent these parties from sharing in refunds, if any, should the Trust be terminated. All termination refunds will be made directly to the organizations participating in the Trust at the time the refund is declared and the interest of any individual insured will be paid to his or her Participating Organization. Neither the Trustee nor the Administrator will be responsible for the further distribution of the refunds from the Participating Organization to the individual insured or any person claiming by or through any insured person.

### ARTICLE III

#### Compensation of the Trustee and Insurance Company

**Section 3.01.** The Trustee will be entitled to receive from the Administrator a reasonable compensation for its services, as may from time to time be agreed upon by the Trustee and the Administrator.

**Section 3.02.** The Administrator will be entitled to receive an administrative charge from the organization payments of each Participating Organization. The Administrator will see that all Participating Organizations are notified of the amount of the administrative charge and will not increase the administrative charge without 30 days advance written notice of the increase.

### ARTICLE IV

#### Powers and Duties of the Trustee

**Section 4.01.** The Trustee shall be authorized, but not required, to procure and hold blanket or group insurance policies in furtherance of the purposes of this Trust Agreement. The term "policy", as used herein, will include any rider, endorsement or amendment made part of a policy. The Trustee has no responsibility or liability for the content of the policies.

**Section 4.02.** In procuring an insurance policy, the Trustee, upon the written direction of the Administrator, will agree with the insurers on matters such as waiting periods, conditions of eligibility, and other conditions.

**Section 4.03.** The Trustee, upon the written request and approval of the Administrator, may agree with an insurer to any alteration, modification, or amendment of its policies, and may take any action respecting the insurance provided under these policies, which may be necessary or advisable to accomplish the purposes of this Trust Agreement.

**Section 4.04.** The Trustee may be authorized, but not required, to collect either insurance premiums or proceeds. Should it receive any money for any reason (other than to reimburse it for costs, expenses or taxes for which it is entitled to be reimbursed

hereunder, or as payment of its fees) it shall promptly deliver the money to the Administrator. It shall also deliver to the Administrator all correspondence that it may receive in connection with this Trust.

**Section 4.05.** The Trustee shall promptly notify the Administrator in writing of any tax or assessment asserted against or levied upon the Trustee or the Fund because of the existence of the Trust.

**Section 4.06.** The Trustee will not be obligated to commence or maintain any litigation with respect to the Trust unless it is satisfactorily indemnified against all expenses and liabilities that may be incurred thereby, including reasonable attorney's fees.

**Section 4.07.** The Trustee will not be liable for any act performed or not performed pursuant to a signed written directive of the Administrator. The Administrator shall indemnify the Trustee for any loss which the Trustee may sustain by reason of any act performed or omitted in reliance on a signed written directive of the Administrator.

**Section 4.08.** The Trustee shall act in good faith and with ordinary care and so long as it does so, it shall incur no responsibility, liability or obligation for loss or damage to any person as a result of any act taken or omitted by it or any of its agents or employees.

**Section 4.09.** The Trustee may only amend or modify this Trust with the written consent of the Administrator.

**Section 4.10.** The Trustee shall not, nor will it be required to furnish copies of this Trust to any institution, company, persons insured under this Trust or any other parties, unless expressly directed to do so by the Administrator.

**Section 4.11.** In no event will the Trustee be deemed to be guarantor of solvency of any insurer from which a policy is purchased through this Trust. Nor will the Trustee be deemed to be in any respect an insurer or insurance company. The Trustee will not be liable for the failure, refusal or inability of any insurance company which issues a policy under this Trust to make payments required under a policy. The provisions and coverages provided under any policy issued through this Trust shall be limited to those provided by the provisions of the policy; the provisions of the policy shall apply notwithstanding anything else contained herein or elsewhere.

## ARTICLE V

### Resignation, Removal and Substitution of the Trustees

**Section 5.01.** The Trustee shall have the right to resign at any time by delivering to the Administrator a written notice to take effect not less than sixty days after delivery thereof, unless the Administrator shall accept a shorter notice as adequate.

**Section 5.02.** The Administrator shall have the right to remove the Trustee at any time by delivering to the Trustee a written notice to take effect not less than sixty days after delivery thereof (unless the Administrator shall accept a shorter notice as adequate), provided a successor Trustee has accepted in writing.

**Section 5.03.** The Trustee, upon resigning or being removed, shall assign, transfer, convey and deliver to the successor Trustee, all of its interest in the hereinbefore described policies and any related records, and thereupon shall be fully released and discharged from all further obligations and liabilities hereunder, and the successor Trustee will succeed to obligations, and immunities conferred upon the original Trustee.

**Section 5.04.** The Trustee resigning or being removed will have the right to settlement of its accounts, and upon failure of the Administrator to agree thereon, may apply to a court of competent jurisdiction for adjudication.

**Section 5.05.** Any successor to the Trustee, whether through sale or transfer of its business, conversion, consolidation, merger, or otherwise, will forthwith become the successor Trustee and succeed to all rights, title, interest, powers, discretions, obligations, and immunities of the Trustee hereunder, with the same effect as though the successor were originally named herein as the Trustee.

## ARTICLE VI

### Dealings With the Trustee

No one dealing with the Trustee will be obligated to see that the terms of the Trust have been complied with or inquire into the necessity or expediency of any acts of the Trustee. Every instrument effected by the Trustee may be relied upon as to any facts set forth therein and shall be conclusive that:

- A. At the time of delivery of said instrument the Trust was in full force and effect and except where there has been notice of an amendment, was in the form set forth in this Agreement as of its effective date;
- B. Said instrument was executed in accordance with the terms and conditions of the Trust; and

- C. The Trustee was duly authorized and empowered to execute such agreement.

## ARTICLE VII

### Nature of the Fund

The term "Fund", as used herein, will mean the insurance policies issued to the Trustee, as well as all dividends or experience refunds or other sums payable on account of these policies and any other property received and held by the Administrator for uses and purposes as set forth in this Trust.

## ARTICLE VIII

### Powers and Duties of the Administrator

**Section 8.01.** The Administrator will serve as the named fiduciary of the Fund, and as such, will control and manage the operation and administration of the Trust.

**Section 8.02.** The Administrator will be authorized, but not required, to open such bank accounts as its deems necessary and to disburse funds therefrom in the name of the Trust, in furtherance of the purposes of this Trust Agreement.

**Section 8.03.** The Administrator will determine the eligibility of organizations, and accept or reject each Participation Agreement on the basis of that determination. The Administrator will periodically provide participation data to the Trustee.

**Section 8.04.** The Administrator will have the right and power to assess the Participating Organizations in any amounts as may be appropriate to fulfill the purposes of this Trust. Such assessments will be in an amount sufficient to pay the premiums on the insurance coverage for each Participating Organization and its affiliated members (employees and family members of such insured persons), plus an administrative charge, (see Article III, Section 3.02), which will be determined by the Administrator. It will be an obligation of the Administrator to see that all Participating Organizations are notified of all assessments.

**Section 8.05.** If any assessment is not paid in full by the Participating Organization within thirty (30) days after the payment was due, the Administrator may, without notice, terminate the Participating Organization's rights under this Trust and discontinue such insurance as may be carried for the benefit of the Participating Organization and its affiliated members, other persons and family members of such insured persons. The Participating Organization will still be liable for unpaid assessments. Nothing in this section will have any effect on any applicable "grace period" provision of any insurance policy.

**Section 8.06.** At the discretion of the Administrator, any experience refunds may be distributed among the Participating Organizations in one or more of the following ways:

- A. To purchase increased benefits;
- B. To reduce the cost of insurance; or
- C. To be held in a reserve fund to meet future contingencies.

**Section 8.07.** The Administrator shall have the right to inspect the records of Participating Organizations so far as they are pertinent to the purpose of this Agreement and may require reports from Participating Organizations as may be necessary for the administration of the Trust and the insurance policies issued to the Trust.

**Section 8.08.** The Administrator may assign any of its powers and rights hereunder and delegate any of its duties and responsibilities hereunder to any company who has issued an insurance policy to the Trust.

**Section 8.09.** The Administrator shall keep true and accurate books and accounts and records of all its transactions.

**Section 8.10.** The Administrator shall not be personally liable for any action taken or omitted in good faith pursuant to this Trust Agreement, nor for any action taken or omitted by an agent, employee or attorney selected with reasonable care.

**Section 8.11.** Any successor to the Administrator whether through sale or transfer of its business, conversion, consolidation, merger or otherwise, will succeed to all rights, title, interests, power, discretions, obligations, and immunities of the Administrator hereunder, with the same effect as though the successor were originally named herein as the Administrator.

## **ARTICLE IX**

### **Amendment and Termination of the Trust**

**Section 9.01.** The provisions of this Trust Agreement may be amended at any time by an instrument executed by the Trustee and Administrator.

**Section 9.02.** Unless earlier terminated, this Trust shall terminate 21 years after the effective date of this Agreement.

**Section 9.03.** In addition to any other termination provision which may be contained herein, in the event that all of the Participating Organizations decide to discontinue their insurance under the Trust, the Administrator will apply any remaining

funds and other property of the Trust to the purposes stated herein. Upon the disbursement of all remaining funds or property, this Trust will terminate.

## ARTICLE X

### Notices

All notices, documents and correspondence regarding this Trust shall be in writing and shall be deemed to have been delivered when sent postage prepaid by United States registered or certified mail return receipt requested to the address described below or such other address as may be designated by notice given from time to time in accordance with this Section by the party desiring to change its address:

To the Trustee: Marine Bank, Springfield  
c/o Mr. Tom McNichols, Vice President and Trust Officer  
3050 West Wabash Avenue  
Springfield, IL 62704

To the Administrator: TIG INSURANCE COMPANY  
5205 N. O'Conner Blvd  
Irving, Texas 75039

Attention: General Counsel

To the Participating Organizations:

The address shown on the Participation Agreement

## ARTICLE XI

### Miscellaneous Provisions

**Section 11.01.** The Administrator or the Trustee may employ legal assistance when deemed necessary in the furtherance of this Trust.

**Section 11.02.** The Trustee and Administrator will each have the right to require any information from the other as they may deem to be useful or necessary in the discharge of their duties under this Agreement. The Trustee will not be required to determine the accuracy or sufficiency of any information or computation received from the Administrator or any insurer.

**Section 11.03.** Any Participating Organizations signing this Agreement or any amendments hereto shall have no liability to any other Participating Organizations or

other party by reason of the creation, amendment, or operation of this Trust.

**Section 11.04.** The sequence or locations of the various Articles and Sections in this Agreement will not be used to determine any specific meaning.

**Section 11.05.** This Agreement shall extend to and be binding upon the successors and assigns of the parties.

**Section 11.06.** Except as modified by this Agreement, the parties will be governed by and have all authority, rights, powers and privileges set forth in the laws of the District of Columbia as the same may be amended from time to time, and any relevant federal legislation.

## ARTICLE XII

### Situs and Construction of Trust

This Trust is created and accepted in the state of Illinois and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of the Illinois.

In the event that any portion of this Agreement shall be construed by a court of competent jurisdiction to be illegal or unenforceable, said decree, order or judgment shall affect only such provisions as are referred to and all of the other provisions in said Agreement shall be enforceable as to each of the parties hereto.

**AGREEMENT AND INDEMNIFICATION**

This Agreement made and entered into this 30<sup>th</sup> day of May, 2001 in Springfield, Illinois by and between TIG Insurance Company (hereinafter called "Insurance Company") and Marine Bank, Springfield, Trustee of the Group and Blanket Accident and Health Insurance Trust" (hereinafter called "Trustee").

**WITNESS THAT:**

The Trustee did by Agreement and Declaration of Trust effective May 30<sup>th</sup>, 2001 agree to act as Trustee of a trust fund to be established in connection with the plans of insurance to be provided and which was and is to be known as the Group and Blanket Accident and Health Insurance Trust.

Now, therefore, in consideration of the Trustee's agreement to be named as Trustee and the benefits accruing to the Insurance Company by reasons of said Agreement, Insurance Company does hereby agree to indemnify and save the Trustee harmless against all liability, loss or expense (including but not limited to costs and attorney's fees) as a result of the administration or failure to administer the said Agreement and Declaration of Trust.

Dated as of this 30<sup>th</sup> day of MAY, 2001

TIG Insurance Company

By: [Signature]  
Title: Treasurer

Marine Bank, Springfield

By: Vickie A. Stewart  
Title: Trust Officer

TRUSTEE APPOINTMENT

TIG Insurance Company, as Administrator of the Group and Blanket Accident and Health Insurance Trust, hereby appoints Marine Bank, Springfield, Illinois as Trustee of the Group and Blanket Accident and Health Insurance Trust, effective this 30<sup>th</sup> day of May 2001.

On behalf of TIG Insurance Company

Dated: 6-15-01

By: [Signature]

Attest: [Signature]

ACCEPTANCE OF APPOINTMENT

Marine Bank hereby accepts appointment as Trustee of the Group and Blanket Accident and Health Risk Insurance Trust, effective this 30<sup>th</sup> Day of May, 2001 and agrees to the terms of the Trust Agreement and Declaration of Trust.

On behalf of Marine Bank, Springfield

Dated: 5-30-2001

By: Vickie Stewart T.O.

Attest: Thomas C. McMichael VP+TO

**AMENDMENT #1**  
to  
**THE AGREEMENT AND DECLARATION OF TRUST**  
(the "Agreement")  
with

**Marine Bank, Springfield, Illinois**  
(as the "Trustee")  
and  
**TIG Insurance Company**  
(the "Administrator")

IT IS HEREBY MUTUALLY AGREED, effective as of July 1, 2003, this Agreement shall be amended to include TIG Premier Insurance Company within the defined term, "Administrator". All references to "Administrator" throughout the Agreement shall include both TIG Insurance Company and TIG Premier Insurance Company.

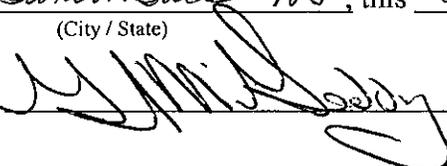
In addition, all notices to the Administrator shall be sent to:

TIG INSURANCE COMPANY / TIG PREMIER INSURANCE COMPANY  
One Hovchild Plaza  
4000 Route 66  
Tinton Falls, New Jersey 07753  
Attention: Robert J. Cody  
Vice President and Associate General Counsel

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment #1 to be executed by their duly authorized representatives.

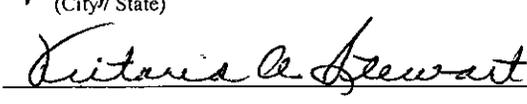
Signed for and on behalf of  
**TIG INSURANCE COMPANY and TIG PREMIER INSURANCE COMPANY**

In Tinton Falls NJ, this 23 day of June, 2003  
(City / State)

By  Title SVP

Signed for and on behalf of **MARINE BANK, Springfield, Illinois**

In Springfield, Illinois this 25th day of June, 2003  
(City / State)

By  Title Trust Officer

**AMENDMENT #2**  
**To**  
**THE AGREEMENT AND DECLARATION OF TRUST**  
**(the "Agreement")**  
**with**

**Marine Bank, Springfield, Illinois**  
**(as the "Trustee")**  
**and**  
**TIG Insurance Company**  
**(the "Administrator")**

IT IS HEREBY MUTUALLY AGREED, effective as of January 1, 2004, this Agreement shall be amended to include **Ranger Insurance Company** within the defined term, "Administrator". All references to "Administrator" throughout the Agreement shall include TIG Insurance Company, TIG Premier Insurance Company (as set out in Amendment #1) and Ranger Insurance Company.

In addition, all notices to the Administrator shall be sent to:

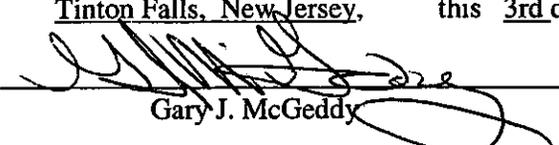
TIG INSURANCE COMPANY  
TIG PREMIER INSURANCE COMPANY  
RANGER INSURANCE COMPANY  
C/o Fairmont Specialty Group  
One Hovchild Plaza  
4000 Route 66  
Tinton Falls, New Jersey 07753

Attention: Robert J. Cody  
Vice President and Associate General Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to be executed by their duly authorized representatives.

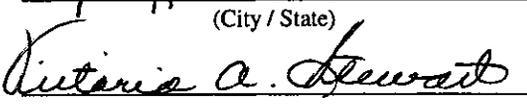
Signed for and on behalf of  
**TIG INSURANCE COMPANY and RANGER INSURANCE COMPANY**

In Tinton Falls, New Jersey, this 3rd day of February, 2004

By  Title: Executive Vice President  
Gary J. McGeddy

Signed for an on behalf of **MARINE BANK, Springfield, Illinois**

In Springfield Illinois this 11th day of February, 2004  
(City / State)

By  Title Trust Officer

AMENDMENT #1  
to  
**THE AGREEMENT AND DECLARATION OF TRUST**  
(the "Agreement")  
with

**Marine Bank, Springfield, Illinois**  
(as the "Trustee")  
and  
**TIG Insurance Company**  
(the "Administrator")

IT IS HEREBY MUTUALLY AGREED, effective as of July 1, 2003, this Agreement shall be amended to include TIG Premier Insurance Company within the defined term, "Administrator". All references to "Administrator" throughout the Agreement shall include both TIG Insurance Company and TIG Premier Insurance Company.

In addition, all notices to the Administrator shall be sent to:

TIG INSURANCE COMPANY / TIG PREMIER INSURANCE COMPANY  
One Hovchild Plaza  
4000 Route 66  
Tinton Falls, New Jersey 07753  
Attention: Robert J. Cody  
Vice President and Associate General Counsel

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment #1 to be executed by their duly authorized representatives.

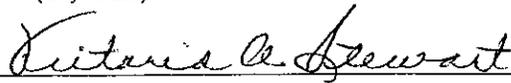
Signed for and on behalf of  
**TIG INSURANCE COMPANY and TIG PREMIER INSURANCE COMPANY**

In Tinton Falls NJ, this 23 day of June, 2003  
(City / State)

By  Title SVP

Signed for and on behalf of **MARINE BANK, Springfield, Illinois**

In Springfield, Illinois this 25th day of June, 2003  
(City / State)

By  Title Trust Officer

**AMENDMENT**  
**To**  
**THE AGREEMENT AND DECLARATION OF TRUST**  
**(The "Agreement")**

**With**  
**Marine Bank, Springfield, Illinois**  
**(As the Trustee)**

**And**  
**TIG insurance Company, TIG Premier Insurance Company, Ranger Insurance Company,**  
**(The Administrator)**

**IT IS HEREBY MUTUALLY AGREED, effective as of January 1, 2005, this Agreement shall be amended to acknowledge and agree that TIG Premier Insurance Company has legally changed its name to Fairmont Premier Insurance Company and Ranger Insurance Company has legally changed its name to Fairmont Speciality Insurance Company.**

**In addition, all notices to the Administrator shall be sent to:**

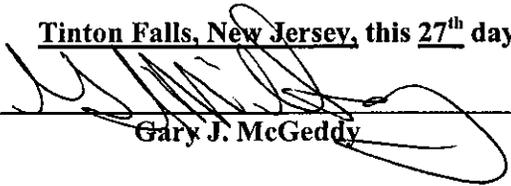
**TIG INSURANCE COMPANY**  
**FAIRMONT PREMIER INSURANCE COMPANY**  
**FAIRMONT SPECIALTY INSURANCE COMPANY**  
**C/o Fairmont Specialty Group**  
**One Hovchild Plaza**  
**4000 Route 66**  
**Tinton Falls, New Jersey 07753**

**Attention: Gary McGeddy**  
**Executive Vice President**

**IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.**

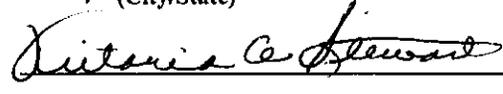
**Signed for and on behalf of:**  
**TIG INSURANCE COMPANY, FAIRMONT PREMIER INSURANCE COMPANY, and**  
**FAIRMONT SPECIALTY INSURANCE COMPANY**

in Tinton Falls, New Jersey, this 27<sup>th</sup> day of October, 2005.

By:  Title: Executive Vice President  
Gary J. McGeddy

Signed for and on behalf of **MARINE BANK, Springfield, Illinois**

In Springfield IL. this 1st day of 11, 2005  
(City/State)

By:  Title: Trust Officer

**AMENDMENT #2**  
**To**  
**THE AGREEMENT AND DECLARATION OF TRUST**  
**(the "Agreement")**  
**with**

**Marine Bank, Springfield, Illinois**  
**(as the "Trustee")**  
**and**  
**TIG Insurance Company**  
**(the "Administrator")**

IT IS HEREBY MUTUALLY AGREED, effective as of **January 1, 2004**, this Agreement shall be amended to include **Ranger Insurance Company** within the defined term, "Administrator". All references to "Administrator" throughout the Agreement shall include TIG Insurance Company, TIG Premier Insurance Company (as set out in Amendment #1) and Ranger Insurance Company.

In addition, all notices to the Administrator shall be sent to:

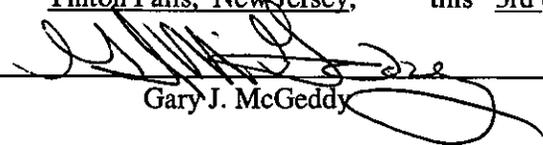
TIG INSURANCE COMPANY  
TIG PREMIER INSURANCE COMPANY  
RANGER INSURANCE COMPANY  
C/o Fairmont Specialty Group  
One Hovchild Plaza  
4000 Route 66  
Tinton Falls, New Jersey 07753

Attention:     Robert J. Cody  
                    Vice President and Associate General Counsel

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment #2 to be executed by their duly authorized representatives.

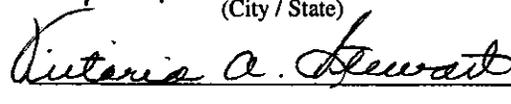
Signed for and on behalf of  
**TIG INSURANCE COMPANY and RANGER INSURANCE COMPANY**

In Tinton Falls, New Jersey, this 3rd day of February, 2004

By  Title: Executive Vice President  
Gary J. McGeddy

Signed for an on behalf of **MARINE BANK, Springfield, Illinois**

In Springfield Illinois this 11th day of February, 2004  
(City / State)

By  Title Trust Officer

**AMENDMENT  
To  
THE AGREEMENT AND DECLARATION OF TRUST  
(The "Agreement")**

**With  
Marine Bank, Springfield, Illinois  
(As the Trustee)**

**And  
TIG insurance Company, TIG Premier Insurance Company, Ranger Insurance Company,  
(The Administrator)**

**IT IS HEREBY MUTUALLY AGREED, effective as of January 1, 2005, this Agreement shall be amended to acknowledge and agree that TIG Premier Insurance Company has legally changed its name to Fairmont Premier Insurance Company and Ranger Insurance Company has legally changed its name to Fairmont Speciality Insurance Company.**

**In addition, all notices to the Administrator shall be sent to:**

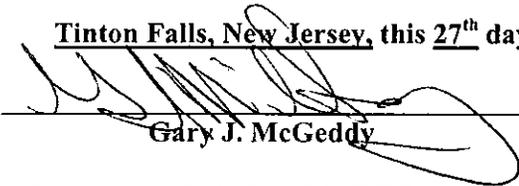
**TIG INSURANCE COMPANY  
FAIRMONT PREMIER INSURANCE COMPANY  
FAIRMONT SPECIALTY INSURANCE COMPANY  
C/o Fairmont Specialty Group  
One Hovchild Plaza  
4000 Route 66  
Tinton Falls, New Jersey 07753**

**Attention: Gary McGeddy  
Executive Vice President**

**IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.**

**Signed for and on behalf of:  
TIG INSURANCE COMPANY, FAIRMONT PREMIER INSURANCE COMPANY, and  
FAIRMONT SPECIALTY INSURANCE COMPANY**

**in Tinton Falls, New Jersey, this 27<sup>th</sup> day of October, 2005.**

**By:  Title: Executive Vice President**  
**Gary J. McGeddy**

**Signed for and on behalf of MARINE BANK, Springfield, Illinois**

**In \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
(City/State)**

**By: \_\_\_\_\_ Title: \_\_\_\_\_**

**AMENDMENT**  
**To**  
**THE AGREEMENT AND DECLARATION OF TRUST**  
**(The "Agreement")**  
**With**  
**Marine Bank, Springfield, Illinois**  
**(As the Trustee)**  
**And**  
**TIG Insurance Company, TIG Premier Insurance Company, Ranger Insurance Company,**  
**(The Administrator)**

IT IS HEREBY MUTUALLY AGREED, effective as of January 1, 2006, that the Agreement shall be amended to include United States Fire Insurance Company, The North River Insurance Company, and Crum & Forster Indemnity Company within the defined term "Administrator".

**In addition, all notices to the Administrator shall be sent to:**

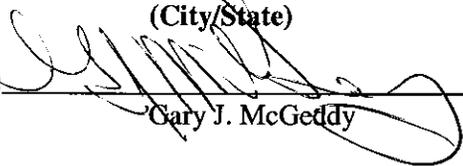
Fairmont Specialty  
5 Christopher Way  
Eatontown, New Jersey 07724

Attention: Gary McGeddy  
Executive Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives.

**Signed for and on behalf of:** Fairmont Premier Insurance Company, Fairmont Specialty Insurance Company, and TIG Insurance Company.

**In:** Eatontown, New Jersey this 14th day of December, 2005.  
(City/State)

**By:**  **Title:** Executive Vice President  
Gary J. McGeddy

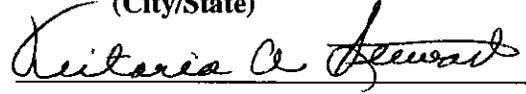
**Signed for and on behalf of:** United States Fire Insurance Company, The North River Insurance Company, and Crum & Forster Indemnity Company.

**In:** Morristown, New Jersey this 9th day of December, 2005.  
(City/State)

**By:**  **Title:** Vice President and Secretary

**Signed for and on behalf of MARINE BANK, Springfield, Illinois**

**In:** Springfield IL this 23rd day of December, 2005.  
(City/State)

**By:**  **Title:** Trust Officer

SERFF Tracking Number: CRUM-126310038 State: Arkansas  
Filing Company: United States Fire Insurance Company State Tracking Number: 43538  
Company Tracking Number:  
TOI: H19G Group Health - Travel Sub-TOI: H19G.000 Health - Travel  
Product Name: AK-Travel-Addml Trust-USF  
Project Name/Number: /

**Note To Reviewer**

**Created By:**

Vera Harwell on 10/28/2009 02:19 PM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

11/03/2009 08:51 AM

**Subject:**

Thank you for responding to our original filing.

**Comments:**

I have reviewed your note and am attaching the Trust agreement.

Thank You,

Jennifer Pedersen  
Contract and Compliance Administrator  
Fairmont Specialty, a part of Crum & Forster Group  
5 Christopher Way, 3rd Floor  
Eatontown, NJ 07724  
732-676-9834-Phone  
jpedersen@fairmontspecialty.com

*SERFF Tracking Number:* CRUM-126310038      *State:* Arkansas  
*Filing Company:* United States Fire Insurance Company      *State Tracking Number:* 43538  
*Company Tracking Number:*  
*TOI:* H19G Group Health - Travel      *Sub-TOI:* H19G.000 Health - Travel  
*Product Name:* AK-Travel-Addml Trust-USF  
*Project Name/Number:* /

**Note To Filer**

**Created By:**

Rosalind Minor on 10/30/2009 03:04 PM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

11/03/2009 08:51 AM

**Subject:**

Trust Agreement

**Comments:**

As requested in My Note to filer on 9/25/09, please send a copy of the Trust Agreement.

If we do not receive the copy by November 13, 2009, the filing will be disapproved.

*SERFF Tracking Number:* CRUM-126310038      *State:* Arkansas  
*Filing Company:* United States Fire Insurance Company      *State Tracking Number:* 43538  
*Company Tracking Number:*  
*TOI:* H19G Group Health - Travel      *Sub-TOI:* H19G.000 Health - Travel  
*Product Name:* AK-Travel-Addml Trust-USF  
*Project Name/Number:* /

**Note To Filer**

**Created By:**

Rosalind Minor on 09/25/2009 09:29 AM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

11/03/2009 08:51 AM

**Subject:**

Trust Agreement

**Comments:**

Please provide us with a copy of the Trust Agreement for our review.

Thank you.

SERFF Tracking Number: CRUM-126310038 State: Arkansas  
 Filing Company: United States Fire Insurance Company State Tracking Number: 43538  
 Company Tracking Number:  
 TOI: H19G Group Health - Travel Sub-TOI: H19G.000 Health - Travel  
 Product Name: AK-Travel-Addml Trust-USF  
 Project Name/Number: /

## Supporting Document Schedules

		Item Status:	Status Date:
<b>Bypassed - Item:</b>	Flesch Certification	Disapproved	11/03/2009
<b>Bypass Reason:</b>	n/a		
<b>Comments:</b>			
		Item Status:	Status Date:
<b>Bypassed - Item:</b>	Application	Disapproved	11/03/2009
<b>Bypass Reason:</b>	n/a		
<b>Comments:</b>			
		Item Status:	Status Date:
<b>Satisfied - Item:</b>	Cover Letter	Disapproved	11/03/2009
<b>Comments:</b>			
<b>Attachment:</b>	AR Letter.pdf		
		Item Status:	Status Date:
<b>Satisfied - Item:</b>	Copy of Original Submission Approval	Disapproved	11/03/2009
<b>Comments:</b>			
<b>Attachment:</b>	Approval Scan.pdf		



September 17, 2009

Honorable Rosalind D. Minor  
Senior Certified Rate and Form Analyst  
Life & Health Division  
Arkansas Insurance Division  
122 W 3<sup>rd</sup> St.  
Little Rock, AR 72201

RE: United States Fire Insurance Company  
NAIC: 0158-21113  
FEIN: 13-5459190

Forms: TP-401 et al  
Travel Forms  
Approved on January 23, 2007 (Forms)  
(SERFF Tracking Numbers: CLTR-125079657Forms)

**Informational Filing  
Listing and documents for a specific Trust**

Dear Mrs. Minor:

The above mentioned filing was submitted for approval through a consultant group which is no longer doing business with us. In the course of reviewing our filings, it has been discovered that the consultant filed these forms without a requested Trust listed.

These forms should have been filed to be used with the American Travel Services Trust situated in Illinois, and the Group Blanket Accident and Health Insurance Trust situated in Illinois. In doing the filing however, it appears that they inadvertently left out the Group Blanket Accident and Health Insurance Trust.

As such, we are requesting that the Group Blanket Accident and Health Insurance Trust, situated in Illinois, be recognized as an additional Trust to be used in conjunction with these previously approved forms.

Please contact me if any additional information is required. Thank you.

Sincerely,

Vera Harwell  
Compliance Manager  
Fairmont Specialty, a part of Crum & Forster Group  
[vharwell@fairmontspecialty.com](mailto:vharwell@fairmontspecialty.com)  
732-676-9819

## Filing at a Glance

Company: United States Fire Insurance Company

Product Name: Group Health - Travel	SERFF Tr Num: CLTR-125079657	State: Arkansas
TOI: H19G Group Health - Travel	SERFF Status: Closed	State Tr Num: 34827
Sub-TOI: H19G.000 Health - Travel	Co Tr Num: TP-401 CRT USF	State Status: Pending Fees
Filing Type: Form	Co Status:	Reviewer(s): Edith Roberts
	Author: Stephanie Young	Disposition Date: 01-23-2007
	Date Submitted: 01-12-2007	Disposition Status: Approved
Implementation Date Requested: On Approval		Implementation Date:

## General Information

Project Name: USF Travel Insurance	Status of Filing in Domicile: Pending
Project Number:	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Large
Overall Rate Impact:	Group Market Type: Trust
Filing Status Changed: 01-23-2007	Company Status Changed:
State Status Changed: 01-12-2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Travel Policy Program Introduction	

## Company and Contact

### Filing Contact Information

Stephanie Young, Consultant	stephaniey@coulter-and-associates.com
C/O Coulter-and-associates.com	(609) 443-7540 [Phone]
Cranbury, NJ 08512	(609) 443-4103[FAX]

### Filing Company Information

United States Fire Insurance Company	CoCode: 21113	State of Domicile: Delaware
5 Christopher Way	Group Code: 158	Company Type: Property and Casualty
Eatontown, NJ 07724	Group Name:	State ID Number:
(732) 918-4747 ext. [Phone]	FEIN Number: 13-5459190	

## Filing Fees

## Disposition

Disposition Date: 01-23-2007

Implementation Date:

Status: Approved

Comment: Thank you for your prompt response! Have a great day!

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
Supporting Document	Certification/Notice	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Authorization to File	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Certificate of Insurance	Approved	Yes
Form	Certificate of Insurance	Approved	Yes
Form	Confirmation of Coverage	Approved	Yes
Form	Pet Care Endorsement	Approved	Yes
Form	Collision Damage Waiver	Approved	Yes
Form	Vacation Owners Benefits	Approved	Yes