

SERFF Tracking Number: AGDE-125973448 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, PA State Tracking Number: 41339
 Company Tracking Number: U40009NUFIC
 TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement
 Product Name: Universal Filing for All A&H Products
 Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, PA

Product Name: Universal Filing for All A&H Products SERFF Tr Num: AGDE-125973448 State: ArkansasLH

Products

TOI: H01 Health - Assumption Agreement

SERFF Status: Closed

State Tr Num: 41339

Sub-TOI: H01.000 Health - Assumption Agreement

Co Tr Num: U40009NUFIC

State Status: Approved-Closed

Agreement

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Authors: Mike McGarrity, Christy

Disposition Date: 02/24/2009

Wermuth, Matt Finfer

Date Submitted: 01/15/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Assumption Certificate Form Filing

Status of Filing in Domicile: Pending

Project Number: U40009NUFIC

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

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: 02/24/2009

Explanation for Other Group Market Type:

State Status Changed: 02/24/2009

Deemer Date:

Corresponding Filing Tracking Number:

U40009NUFIC

Filing Description:

RE: National Union Fire Insurance Company of Pittsburgh, Pa.

NAIC # 012-19445, FEIN 25-0687550

U40009NUFIC – Certificate of Assumption

SERFF Tracking Number: AGDE-125973448 State: Arkansas
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 Product Name: Universal Filing for All A&H Products
 Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Dear Commissioner:

We are submitting for your review and approval the Certificate of Assumption, U40009NUFIC. Also attached, for informational purposes, is a copy of the Intercompany Assumption Reinsurance and Administration Agreement between AIG Life Insurance Company (“AIG Life”) and National Union Fire Insurance Company of Pittsburgh, Pa. (“National Union”) and the Delaware Insurance Department’s approval of this transaction, as well as a sample notice of transfer to be provided to policyholders situated in Arkansas. Under the terms of this Agreement, National Union will assume 100% of AIG Life’s in-force accident and health insurance business.

If you should have any questions regarding the content of this filing package, please contact me.

Company and Contact

Filing Contact Information

Christy Wermuth, Regulatory Analyst christ.wermuth1@aig.com
 600 King Street (800) 225-5244 [Phone]
 Wilmington, DE 19801 (302) 594-4810[FAX]

Filing Company Information

National Union Fire Insurance Company of Pittsburgh, PA	CoCode: 19445	State of Domicile: Pennsylvania
70 Pine Street	Group Code: 12	Company Type:
New York, NY 10270	Group Name: AIG	State ID Number:
(212) 770-7000 ext. [Phone]	FEIN Number: 25-0687550	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$20.00
Retaliatory?	No
Fee Explanation:	\$20.00 per rider
Per Company:	No

SERFF Tracking Number: AGDE-125973448 State: Arkansas
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Pittsburgh, PA
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of Pittsburgh, PA	\$20.00	01/15/2009	25059510

SERFF Tracking Number: AGDE-125973448 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	02/24/2009	02/24/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	02/04/2009	02/04/2009	Christy Wermuth	02/20/2009	02/20/2009
Pending Industry Response	Rosalind Minor	01/16/2009	01/16/2009	Christy Wermuth	02/04/2009	02/04/2009

SERFF Tracking Number: AGDE-125973448 *State:* Arkansas
Filing Company: National Union Fire Insurance Company of *State Tracking Number:* 41339
Pittsburgh, PA
Company Tracking Number: U40009NUFIC
TOI: H01 Health - Assumption Agreement *Sub-TOI:* H01.000 Health - Assumption Agreement
Product Name: Universal Filing for All A&H Products
Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Disposition

Disposition Date: 02/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGDE-125973448 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, PA State Tracking Number: 41339
 Company Tracking Number: U40009NUFIC
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 Product Name: Universal Filing for All A&H Products
 Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	Transmittal	Approved-Closed	Yes
Supporting Document	Assumption Agreement	Approved-Closed	Yes
Supporting Document	DE Approval	Approved-Closed	Yes
Supporting Document (revised)	Notice of Transfer	Approved-Closed	Yes
Supporting Document	Notice of Transfer	Replaced	Yes
Supporting Document	Response Letter	Approved-Closed	Yes
Supporting Document	Sample Notice of Transfer	Replaced	Yes
Form (revised)	Assumption Certificate	Approved-Closed	Yes
Form	Assumption Certificate	Replaced	Yes

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Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 02/04/2009
Submitted Date 02/04/2009

Respond By Date

Dear Christy Wermuth,

This will acknowledge receipt of the captioned filing.

Objection 1

- Notice of Transfer (Supporting Document)

Comment: Under the contact information for our Department, please change Life/Health Division to Finance Division. The Finance Division is the division that provides information regarding the financial condition of the assuming insurer.

Objection 2

- Assumption Certificate (Form)

Comment: The assumption certificate must also comply with Rule 55, Section 6.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/20/2009
Submitted Date 02/20/2009

Dear Rosalind Minor,

Comments:

In response to the SERFF disposition dated February 4, 2009, as set forth below, please note the following:

Response 1

Comments: The Certificate of Assumption has been revised to comply with Rule 55, Section 6. Please note that the form number has been changed to U40009NUFIC-AR.

SERFF Tracking Number: AGDE-125973448 State: Arkansas
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 Product Name: Universal Filing for All A&H Products
 Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Related Objection 1

Applies To:

- Assumption Certificate (Form)

Comment:

The assumption certificate must also comply with Rule 55, Section 6.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Assumption Certificate	U40009N UFIC		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50	U40009N UFIC- AR.pdf
Previous Version							
Assumption Certificate	U40009N UFIC		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50	U40009N UFIC.pdf

No Rate/Rule Schedule items changed.

Response 2

Comments: The reference to "Life/Health Division" has been deleted and replaced with "Finance Division" under the "Transfer of Policy" section of the Notice of Transfer.

Related Objection 1

Applies To:

- Notice of Transfer (Supporting Document)

Comment:

SERFF Tracking Number: AGDE-125973448 State: Arkansas
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Product Name: Universal Filing for All A&H Products
Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Under the contact information for our Department, please change Life/Health Division to Finance Division. The Finance Division is the division that provides information regarding the financial condition of the assuming insurer.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Notice of Transfer

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

If you should have any questions regarding the content of this filing package, please contact me.

Sincerely,

Christy Wermuth, Matt Finfer, Mike McGarrity

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Filing Company: National Union Fire Insurance Company of State Tracking Number: 41339
Pittsburgh, PA
Company Tracking Number: U40009NUFIC
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Product Name: Universal Filing for All A&H Products
Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/16/2009
Submitted Date 01/16/2009

Respond By Date

Dear Christy Wermuth,

This will acknowledge receipt of the captioned filing.

Objection 1

- Assumption Certificate (Form)

Comment:

The Certificate of Assumption must comply with Rule 55, Section 6.

Also, did you file the Assumptive Reinsurance Ageement with our Legal Division as required by Rule 55, Section 3 B?

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/04/2009
Submitted Date 02/04/2009

Dear Rosalind Minor,

Comments:

Response 1

Comments: Please see the attached letter.

Related Objection 1

Applies To:

SERFF Tracking Number: AGDE-125973448 State: Arkansas
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Product Name: Universal Filing for All A&H Products
Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

- Assumption Certificate (Form)

Comment:

The Certificate of Assumption must comply with Rule 55, Section 6.

Also, did you file the Assumptive Reinsurance Agreement with our Legal Division as required by Rule 55, Section 3 B?

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Notice of Transfer

Comment:

Satisfied -Name: Response Letter

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Christy Wermuth, Matt Finfer, Mike McGarrity

SERFF Tracking Number: AGDE-125973448 State: Arkansas
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Form Schedule

Lead Form Number: U40009NUFIC

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	U40009NUFIC	Policy/Contract/Fraternal Certificate	Assumption Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50	U40009NUFIC-AR.pdf

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270
(212) 770-7000

CERTIFICATE OF ASSUMPTION

Re: AIG Life Insurance Company ("AIG Life")
Policy Number: _____
Revised Policy Number: _____

AIG Life Insurance Company ("AIG Life") and National Union Fire Insurance Company of Pittsburgh, PA ("NUFIC") entered into an agreement as of December 1, 2008 whereby NUFIC will assume all of the obligations and liabilities of the referenced Policy Number. All benefits under the policy remain the same.

All premiums now or hereafter due on this policy are payable to NUFIC or to its duly authorized agents.

This Certificate of Assumption forms a part of the referenced Policy Number, and is to be attached to it. The assumption effective date shall be the first of the month following the date this Certificate of Assumption was sent to you. The Policy Number is hereby revised to the referenced Revised Policy Number.

If you have any further questions about this agreement, you may contact your broker. You may also contact NUFIC or AIG Life at: [A&H Commercial Insurance Law Department
Reinsurance Division
600 King St., DLEG
Wilmington, DE 19801
(800) 225-5244, ext. 2428]

You may obtain additional information concerning NUFIC from reference materials in your local library or by contacting your Insurance Commissioner at the Arkansas Insurance Department, Finance Division, 1200 West 3rd Street, Little Rock, Arkansas 72201-1904, or by telephone at (800) 282-9134.

The President and Secretary of NUFIC witness this Rider.



President



Secretary

PLEASE ATTACH THIS TO YOUR POLICY

SERFF Tracking Number: AGDE-125973448 *State:* Arkansas
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Product Name: Universal Filing for All A&H Products
Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AGDE-125973448 State: Arkansas
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 Company Tracking Number: U40009NUFIC
 TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement
 Product Name: Universal Filing for All A&H Products
 Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Supporting Document Schedules

Satisfied -Name: Certification/Notice **Review Status:** Approved-Closed 02/24/2009
Comments:
Attachment:
 AR Readability.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved-Closed 02/24/2009
Comments:
Attachment:
 09 1-09 AR Submission.pdf

Satisfied -Name: Transmittal **Review Status:** Approved-Closed 02/24/2009
Comments:
Attachment:
 09 1-09 Transmittal.pdf

Satisfied -Name: Assumption Agreement **Review Status:** Approved-Closed 02/24/2009
Comments:
Attachment:
 AIG Life NUFIC Reins Assump Admin Agmt 12-1-08.pdf

Satisfied -Name: DE Approval **Review Status:** Approved-Closed 02/24/2009
Comments:
Attachment:
 DE Approval.pdf

Review Status:

SERFF Tracking Number: AGDE-125973448 State: Arkansas
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Pittsburgh, PA
Company Tracking Number: U40009NUFIC
TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement
Product Name: Universal Filing for All A&H Products
Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Satisfied -Name: Notice of Transfer Approved-Closed 02/24/2009
Comments:
Attachment:
AR Notice of Transfer.pdf

SERFF Tracking Number: AGDE-125973448 State: Arkansas
Filing Company: National Union Fire Insurance Company of State Tracking Number: 41339
Pittsburgh, PA
Company Tracking Number: U40009NUFIC
TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement
Product Name: Universal Filing for All A&H Products
Project Name/Number: Assumption Certificate Form Filing/U40009NUFIC

Satisfied -Name: Response Letter **Review Status:** Approved-Closed 02/24/2009
Comments:
Attachment:
09 2-03 Response.pdf

STATE OF ARKANSAS

CERTIFICATION

This is to certify that the attached form number(s) U40009NUFIC achieved a Flesch Reading Ease score of 50.5 and complies with the requirements of Ark. Stat. Ann. § 23-80-201 through § 23-80-208, cited as the Life and Accident and Health Insurance Policy Language Simplification Act.

A handwritten signature in black ink, appearing to read "Susan E. Martin", written in a cursive style.

Susan E. Martin, Division General Counsel



AIG Domestic Accident & Health Division

A Division of the AIG Companies®

**NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA.**

Administrative Offices:

A&H Regulatory Affairs Department
Mailstop: PDV1
P.O. Box 667
Wilmington, DE 19899-9853

January 9, 2009

Honorable Julie Benafield Bowman
Insurance Commissioner
Arkansas Insurance Department
Life/Health Division
1200 West 3rd Street
Little Rock, Arkansas 72201-1904

RE: National Union Fire Insurance Company of Pittsburgh, Pa.
NAIC # 012-19445, FEIN 25-0687550
U40009NUFIC – Certificate of Assumption

Dear Commissioner:

We are submitting for your review and approval the Certificate of Assumption, U40009NUFIC. Also attached, for informational purposes, is a copy of the Intercompany Assumption Reinsurance and Administration Agreement between AIG Life Insurance Company (“AIG Life”) and National Union Fire Insurance Company of Pittsburgh, Pa. (“National Union”) and the Delaware Insurance Department’s approval of this transaction, as well as a sample notice of transfer to be provided to policyholders situated in Arkansas. Under the terms of this Agreement, National Union will assume 100% of AIG Life’s in-force accident and health insurance business.

If you should have any questions regarding the content of this filing package, please contact me.

Sincerely,

Christy Wermuth
Regulatory Analyst
A&H Regulatory Affairs Department
Phone: 800-225-5244, ext. 2491
Fax: 302-594-4810
E-mail: Christy.Wermuth1@aig.com

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	Arkansas
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2.	Department Use Only
	State Tracking ID

3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
	National Union Fire Ins Co of Pittsbu 600 King Street - PDV1 Wilmington, DE 19801	Pennsylvania		012	19445	25-0687550	

4.	Contact Name & Address	Telephone #	Fax #	E-mail Address
	Christy Wermuth 600 King Street Wilmington, DE 19801	800-225-5244, 2491	302-594-4810	christy.wermuth1@aig.com

5.	Requested Filing Mode	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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6.	Company Tracking Number	U40009NUFIC
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7.	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission	Previous file # _____
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8.	Market	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Franchise <input type="checkbox"/> Small <input type="checkbox"/> Large <input checked="" type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input checked="" type="checkbox"/> Other: All existing business _____
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9.	Type of Insurance	H01 Health – Assumption Agreement
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10.	Product Coding Matrix Filing Code	<u>H01.000 Health – Assumption Agreement</u>
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11.	Submitted Documents	<input checked="" type="checkbox"/> <u>FORMS</u> <input type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input checked="" type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other <u>Rates</u> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate <input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____ <u>SUPPORTING DOCUMENTATION</u> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreements <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other _____
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12.	Filing Submission Date	January 9, 2009	
13.	Filing Fee (If required)	Amount <u>\$20.00</u>	Check Date _____
		Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Check Number _____
14.	Date of Domiciliary Approval	Pending	
15.	Filing Description:		
<p>See cover letter.</p>			

16.	Certification (If required)		
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>			
Print Name <u>Christy Wermuth</u>		Title <u>Product Analyst</u>	
Signature 		Date: <u>January 9, 2009</u>	

17.	Form Filing Attachment	
This filing transmittal is part of company tracking number		U40009NUFIC
This filing corresponds to rate filing company tracking number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Certificate of Assumption	U40009NUFIC	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

LH FFA-1

18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate indication (when applicable)				
Overall percentage rate impact for this filing		%		
	Document Name Description	Affected Form Numbers		Previous State Filing Number
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request +____% -____% <input type="checkbox"/> Other _____	

LH RFA-1

ASSUMPTION REINSURANCE AND ADMINISTRATION AGREEMENT

BETWEEN

AIG LIFE INSURANCE COMPANY,

as the ceding company

And

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.,

as the assuming company

This Assumption Reinsurance and Administration Agreement (hereafter "Agreement") is made and executed on December 1, 2008 (hereafter "Effective Date"), by and between AIG Life Insurance Company, a Delaware domiciled life insurance company (hereafter "Company"), and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania domiciled property and casualty insurance company (hereafter "Reinsurer").

WHEREAS, effective January 1, 2002, the Company and the Reinsurer entered into a reinsurance agreement whereby certain accident and health insurance business described in the agreement are reinsured on a 100% quota share basis by the Reinsurer;

WHEREAS, the reinsurance agreement was approved by the State of Delaware Insurance Department on October 4, 2001;

WHEREAS, the reinsurance agreement was amended effective January 1, 2004, and such amendment was approved by the State of Delaware Insurance Department on April 22, 2004;

WHEREAS, subject to the terms of this Agreement, the Company desires to cede to Reinsurer on an assumption reinsurance basis the same accident and health insurance business ("Accident and Health Business", as defined below), wherever issued that are subject to the quota share reinsurance agreement, as amended, referred to above;

WHEREAS, the Company and Reinsurer have agreed that upon receipt of all required approvals, Reinsurer shall assume, on an assumption reinsurance basis, the Policies as its direct obligation from the Company, subject to the terms and conditions set forth herein;

WHEREAS, the Company and Reinsurer have also agreed that the Reinsurer shall be responsible for all Administrative Services, as defined below, associated with the Policies;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Article 1.

DEFINITIONS

The following terms shall have the respective meanings set forth below throughout this Agreement:

1.1 “Accident & Health Insurance” means that accident and health insurance business that is written by the Company in its Specialty Markets, AIG@Work (formerly Corporate Markets), Occupational Accident, Leisure Travel, and/or Direct Marketing Profit Centers.

1.2 “Administrative Services” shall mean any and all services that are necessary, required or appropriate for the administration of the Policies and shall include, but not be limited to, the following:

(a) preparing and mailing all necessary, required or appropriate Policyholder statements, reports and communications, including Premium notices;

(b) collecting Premiums and other amounts due under the Policies;

(c) receiving, processing, investigating, evaluating and paying claims filed by or on behalf of Policyholders;

(d) defending any actions brought upon a Policy or in connection with the Liabilities;

(e) providing usual and customary services for Policyholders, including, without limitation, processing lapses, reinstatements, cancellations provided for under the Policies and calculations relating thereto;

(f) issuing New Policies, subject to the limitations set forth in this Agreement;

(g) processing all Tax reporting, customer notifications and collection necessary to enable Policyholders to comply with their Tax obligations relating to the Policies;

(h) calculating and paying all Commissions to Producers entitled thereto, and complying with any and all applicable withholding and Tax reporting requirements of the Tax laws in connection therewith;

(i) preparing all accounting and actuarial information related to the Policies that are ordinarily and customarily prepared by an insurance company or that are necessary to timely meet any statutory, Tax or GAAP accounting requirements of the Company;

(j) handling all regulatory compliance matters in connection with the Policies and the Administrative Services;

(k) maintaining appropriate Books and Records of all transactions related to the Policies and the Administrative Services;

(l) answering all inquiries relating to the Policies and the Administrative Services;

(m) performing all necessary accounting, financial and regulatory reporting for the Policies, and where applicable, providing the information required for such reporting to the Company in a timely manner;

(n) making any required form and rate filings with Governmental Authorities in connection with changes in the rates and forms for the Policies;

(o) defending Litigation relating to, arising under, or in connection with the Policies, the Liabilities, or the Administrative Services; and

(p) providing such additional services as may be necessary, required or appropriate to properly administer the Policies.

Any or all of the Administrative Services may be subcontracted to a third party by the Reinsurer.

1.3 “Applicable Law” means any domestic or foreign federal, state or local statute or regulation, including without limitation any order of a court of competent jurisdiction or directive of a governmental agency with jurisdiction over the Policies or the parties to this Agreement.

1.4 “Assumption Certificate” means the certificate evidencing Reinsurer’s assumption, as its direct obligation, of the Liabilities under a Policy.

1.5 “Assumption Effective Date” means, with respect to each Novated Policy, the date that Reinsurer’s assumption, as its direct obligation, of the Liabilities under a Policy has received the approvals and consents required under Applicable Law.

1.6 “Books and Records” means the originals or copies of all customer lists, Policy information, Policy forms and rating plans, disclosure forms, statutory filings of any kind, and administrative, reinsurance, claim, sales, underwriting, financial, Tax, and compliance records that relate to the Policies, including without limitation any database, magnetic or optical media and any other form of recorded, computer generated or stored information.

1.7 “Business Days” means calendar days excluding weekends and nationally recognized holidays. Also, as used in this Agreement, the term “days” shall mean calendar days without regard to weekends or nationally recognized holidays; however, if a party to this Agreement is required to act within a specific period of time described as “days” and the last day of that period of time falls on a weekend day or a nationally recognized holiday, the party shall have until the next business day to act.

1.8 “Closing Date” means the date on which the last of the approvals and consents required under Applicable Law is received.

1.9 “Commissions” means all commissions, expense allowances, benefit credits, service fees, payments and other fees and compensation payable to Producers.

1.10 “Confidential Information” means any information or material that is proprietary to a party or designated as Confidential Information by the owner and not generally known by others, including but not limited to Nonpublic Personal Information (as that term is defined by the Gramm-Leach-Bliley Act, hereafter “GLB”) of owner’s Customers and Consumers (as those terms are defined by GLB) and all confidential and proprietary information relating to the business of each party. The term Confidential Information includes information in both oral and written form, or contained in any other type of storage medium. Confidential Information shall not include:

(a) Information that is known by the Recipient at the time of receipt from the owner, and that is not subject to any other nondisclosure agreement between the parties;

(b) Information that is otherwise lawfully developed by the recipient, or lawfully acquired from a third party. “Lawfully developed” means information that is independently developed as shown by the books and records of the developer. “Lawfully acquired” means acquired from a third party without restrictions on further disclosure when the third party had the right to provide the information to the party receiving the information.

(c) Information that the recipient has a reasonable basis to believe is publicly available through no fault of the recipient.

1.11 “Existing Policies” means all Accident & Health Insurance policies and contracts, together with all related binders, slips, certificates, endorsements, riders and amendments in connection therewith, that:

(a) have been issued by the Company on or prior to the Closing Date, and

(b) are either

(i) in force on or prior to the Closing Date regardless of their expiration dates,

(ii) are subject to being renewed or reinstated in accordance with their terms at any time prior to, on or after the Closing Date (regardless of when such renewals, reinstatements, or conversions are issued), or

(iii) involve liability of the Company to pay claims or benefits prior to, on or after the Closing Date.

1.12 “Extra Contractual Obligations” means any and all gross liabilities and obligations arising out of, in connection with, or relating to the Policies, exclusive of liabilities or obligations arising under the express written terms and conditions of the Policies, but including, without limitation, any liability for fines, penalties, forfeitures, punitive, special, exemplary or other form of extra-contractual damages, which liabilities or obligations arise from any act, error or omission, whether or not intentional, negligent, in bad faith or otherwise, relating to

(a) the investigation, defense, trial, settlement or handling of claims, benefits, dividends or payments under the Policies, or

(b) the failure to pay, the delay in payment, or errors in calculating or administering the payment of benefits, dividends, claims or any other amounts due or alleged to be due under or in connection with the Policies.

1.13 “GAAP” means accounting principles generally accepted in the United States of America.

1.14 “Liabilities” means any and all gross liabilities and obligations arising out of, in connection with, or relating to the Policies, whether incurred prior to, on or after the Closing Date and whether or not included within the Reserves.

1.15 “Litigation” means any action, cause of action (whether at law or in equity), arbitration, claim or complaint by any person alleging potential liability, wrongdoing or misdeed of another Person, or any administrative or other similar proceeding, criminal prosecution or investigation by any governmental agency alleging potential liability, wrongdoing or misdeed of another person.

1.16 “Loss or Losses” means those contractual payments actually incurred under the Policies, excluding the expenses associated with the settlement of claims.

1.17 “New Policies” means all Accident & Health Insurance policies, including binders, slips, certificates, endorsements, riders and amendments that are on the same policy forms and issuing paper as the Existing Policies and issued by the Company before the Closing Date.

1.18 “Non-Consenting Policyholder” means any Policyholder:

(a) who fails to give affirmative consent in any jurisdiction in which affirmative consent or non-objection is required for assumption reinsurance to be effective;

(b) who objects to the assumption by Reinsurer, as its direct obligation, of the Liabilities under a Policy; or

(c) who resides in a jurisdiction in which the Assumption Certificate and/or this Agreement, if required by Applicable Law, have not been approved.

1.19 “Novated Policy” means a Policy (other than the Policy of a Non-Consenting Policyholder) with respect to which Reinsurer’s assumption, as its direct obligation, of the Liabilities thereunder, has received any and all approvals and consents required under Applicable Law.

1.20 “Policies” means collectively the Existing Policies and the New Policies.

1.21 “Policyholder” means the individual or entity identified as policyholder or insured under the Policy, but shall not include individual insureds under group insurance policies.

1.22 “Premiums” mean consideration received by the Company for the underwriting and issuance of a Policy.

1.23 “Producers” mean all brokers, agents, general agents, third-party administrators, managing general agents, or other persons or entities who market, produce or service the Policies.

1.24 “Reserves” means the sum of all reserves and liabilities required to be maintained by the Company for the Policies calculated in a manner

(a) consistent with the reserve requirements, statutory accounting rules, regulations, practices and actuarial principles applicable to the Company under Applicable Law; and

(b) in accordance with SAP, sound actuarial principles, and any valuation bases and methods of determining reserves as provided in the forms of the Policies.

1.25 “SAP” means statutory accounting principles and procedures prescribed or permitted by Applicable Law.

1.26 “Tax” or “Taxes” all taxes, charges, fees, levies or other assessments, including, without limitation, all net income, gross income, premium or privilege, gross receipts, sales, use, ad valorem, transfer, franchise, profits, license, withholding, payroll, employment, excise, estimated, severance, stamp, occupation, property or other taxes, customs duties, fees, assessments, or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed upon the Company.

Article 2.

Assignment, Assumption and Novation of the Liabilities

2.1 Subject to the terms and conditions of this Agreement, the Company hereby cedes, assigns, transfers and sells to Reinsurer, by way of assumption reinsurance, the Liabilities under each Novated Policy and any related rights and benefits, and Reinsurer hereby accepts and assumes, as its direct obligation as if Reinsurer was the original issuer of such Policies, by way of assumption reinsurance, the Liabilities under each Novated Policy and any related rights and benefits.

2.2 The assumption reinsurance effected under this Article 2 shall have the effect of creating novation with respect to the Policies, and Reinsurer shall succeed to and assume all of the Company’s rights, privileges, title and interest in and to any defenses, setoffs, counterclaims and cross-claims relating to the Liabilities under the Novated Policies to which the Company would otherwise be entitled had it continued

to act as the insurer of such Policies. It is expressly understood and agreed by the parties to this Agreement that no such rights, privileges, defenses, setoffs, counterclaims or cross-claims are waived by the Company by the execution of this Agreement or the consummation of the transactions contemplated herein, and that Reinsurer shall be fully subrogated to all such rights, privileges, defenses, setoffs, counterclaims and cross-claims.

2.3 Reinsurer shall bear and shall have the direct responsibility for payment of all Liabilities under the Novated Policies that are due and payable on and after the Closing Date, including, but not limited to, responsibility for all Administrative Services and costs and shall be substituted in the place and stead of the Company with respect to the Novated Policies as if Reinsurer had been the original issuer thereof, and the Company shall have no further obligations thereto.

Article 3.

Consideration; Assignment of Transferred Contracts

3.1 Consideration. In consideration of the Reinsurer's assumption of the Liabilities under the Policies as of the Closing Date, the Company shall pay to the Reinsurer an amount equal to:

- (a) the total of all Reserves as of the Closing Date; plus
- (b) the total of all Premiums with respect to the Policies received by the Company from and after the Closing Date, if any.

3.2 Assignment of Premiums. As of the Closing Date, the Company hereby assigns to Reinsurer all of its rights to one hundred percent (100%) of all Premiums received by the Company on and after the Closing Date. On and after the Closing Date, the Company shall remit any Premiums it receives to Reinsurer within ten (10) Business Days of its receipt of such funds together with any pertinent information which it receives pertaining thereto (e.g., the nature of the payment, source of the funds, policy or contract number).

Article 4.

Issuance of New Policies

4.1 In consideration of Reinsurer's agreement to assume the Policies under this Agreement, the Company shall permit Reinsurer to continue to issue New Policies to Policyholders until the later of such time as all Policies are assumed or Reinsurer secures approval from regulatory authorities of policy forms to enable Reinsurer to write directly policies with features and terms similar to the Policies.

4.2 Reinsurer agrees that it shall use commercially reasonable efforts to file policy forms and make any other required filings and seek the necessary regulatory approvals to enable Reinsurer to write directly policies similar to the Policies in all the states in which Company has authority to write the Policies.

4.3 As soon as the Reinsurer has obtained such approvals in a state, then the Reinsurer shall discontinue issuing New Policies in such state.

Article 5.

Administration

5.1 Appointment for Providing Administrative Services.

As of the Effective Date, the Company hereby appoints Reinsurer on an exclusive basis to provide Administrative Services for the Policies, and Reinsurer hereby accepts such appointment and agrees to perform such Administrative Services for so long as any Liabilities remain outstanding as a direct obligation of the Company.

5.2 Termination of Administrative Services. Upon Reinsurer's novation of a Policy as contemplated by Article 3 hereof, the Reinsurer's obligation to perform the Administrative Services related to the applicable Policyholder and Novated Policy for the Company's benefit shall be terminated.

5.3. Compensation to Reinsurer for Providing Administrative Services. Reinsurer agrees to perform the Administrative Services at its sole cost and expense and without any rights of reimbursement from the Company in consideration of the Company having entered into this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

5.4. Books and Records. Reinsurer agrees that, until the Assumption Effective Date for any Policy, it will generate and maintain Books and Records with respect to such Policy in accordance with the same standards Reinsurer applies to its own business but, at a minimum, in accordance with reasonable industry standards, and Applicable Law, including all such Books and Records as may be required by Applicable Law. All such Books and Records shall be owned by the Company until the Assumption Effective Date for any Policy; however, until the Assumption Effective Date for any Policy, the Reinsurer shall have custody and control of the Books and Records pertaining to such Policy and shall make them available to the Company or any insurance department upon request either by providing copies or making them available for review at the Reinsurer's administrative offices. This Section 5.7 shall survive the termination of this Agreement to the extent applicable.

5.5 Reinsurer Reporting Obligations.

(a) Reinsurer shall, within thirty (30) Business Days after the end of each calendar month following the Indemnity Reinsurance Effective Date, provide the Company with

(i) accounting and reinsurance settlement reports as of the end of such calendar month, and

(ii) such other reports as of the calendar month that may reasonably be required by the Company to prepare its tax returns and its financial statements. The Company and Reinsurer will cooperate with each other in good faith to develop a mutually acceptable format for all reports.

(b) Simultaneously with Reinsurer's delivery of such accounting and reinsurance settlement reports, Reinsurer shall pay any amounts due the Company as indicated on such accounting and reinsurance settlement reports that Reinsurer has prepared. The Company shall pay any amounts due to Reinsurer as indicated on such accounting and reinsurance settlement reports with which the Company agrees on or before the thirtieth (30th) day following receipt of such reports.

5.10. Litigation; Defense of Litigation. From and after the Effective Date, Reinsurer shall defend and is hereby authorized to defend, at its own cost and expense, and in the name of the Company if the Company is a named party in the Litigation with respect to any Policy or the Administrative Services. Reinsurer shall have the authority to control the defense of any such Litigation. Reinsurer shall have the authority to settle all Litigation under or with respect to any Policy or the Administrative Services.

5.11 Inquiries, Investigations, Audits, or Proceedings, or Complaints. From and after the Effective Date, Reinsurer shall be responsible for investigating and responding to any inquiry, investigation, audit or proceeding or any complaint from any department of insurance, other regulatory authority, Producer or Policyholder relating to the Policies or the Administrative Services.

Article 6.

Transfer of Books and Records; Ownership of Books and Records

On or prior to the Closing Date, the Company shall deliver or cause to be delivered to Reinsurer all Books and Records maintained by or under the control of the Company; however, the Company shall retain legal title to and ownership of such Books and Records until the Closing Date. Upon Reinsurer's novation of a Policy, all Books and Records related to the applicable Policyholder and Novated Policy shall be deemed the sole property of Reinsurer and not of the Company. Company may retain copies of Books and Records as such records pertain to any Policy prior to the Assumption Effective Date.

Article 7.

Other Covenants and Undertakings

7.1 Reinsurer Policy Novation.

(a) Novation shall be subject to obtaining required consents to the extent required by Applicable Law. The Company shall cooperate as reasonably necessary with Reinsurer in obtaining such approvals, consents or orders and Policyholder consents and providing Policyholders and Producers with such notices or other information as may be necessary or advisable for effecting such novation.

(b) Subject to receipt of any form filing or other approval required by Applicable Law of the Assumption Certificate and/or the assumption reinsurance transaction contemplated by this Agreement, Reinsurer shall, at its sole cost and expense, provide each Policyholder with an Assumption Certificate and other assumption-related information as required by Applicable Law.

7.2 Non-Consenting Policyholders. The Liabilities under a Policy of a Non-Consenting Policyholder or a Policy that for whatever other reason has not been assumed by Reinsurer, as its direct obligation shall continue to be the Liabilities of the Company under such Policy.

7.3 Communications with Policyholders, Producers, and Regulatory Authorities. Communications with Policyholders, Producers, or regulatory authorities by Reinsurer regarding the transactions contemplated by this Agreement shall be in such form as determined by the Reinsurer and as required by Applicable Law.

7.4 Duration and Termination. This Agreement shall commence on the Effective Date and continue until the later of:

(a) the date on which none of the Policies remain in force with the Company as its direct obligation, whether by reason of termination or natural expiry, or by reason of the novation of the Policies by Reinsurer, or

(b). the date on which the Company has no further liabilities or obligations which constitute Liabilities hereunder.

Article 8.

Representations and Warranties of Company and Reinsurer

Company and Reinsurer hereby represent and warrant each to the other as follows:

8.1 Organization and Standing of Company. Company is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has all requisite power and authority to carry on the business and operation of Company as now being and as heretofore conducted.

8.2 Authorization of Company. Company has all requisite corporate power and authority to enter into this Agreement, and to perform its obligations hereunder subject to receipt of any approvals and consents described herein.

8.3 No Conflict of Violation. The execution, delivery and performance of this Agreement will not: (a) violate any provision of the Articles or Certificate of Incorporation, By-laws or other organizational document of Company or Reinsurer; (b) violate, conflict with or result in the breach of any of the terms of, result in any modification of, give any counterpart the right to terminate, or constitute a default under, any contract or other agreement to which Company or Reinsurer is a party; (c) violate any order, judgment, injunction, award or decree against, or binding upon, or any agreement with, or condition imposed by, any jurisdiction binding upon Company or Reinsurer; or (d) subject to the receipt of any required approvals and consents described herein, violate any Applicable Law.

8.4 Actions and Proceedings. There are no outstanding orders, decrees or judgments which, individually or in the aggregate, have or could reasonably be expected to prohibit or inhibit Reinsurer or Company entering into this Agreement. There are no actions, suits or claims, or legal, administrative or arbitration proceedings pending or threatened against or involving Company or Reinsurer, or any of their respective directors, officers, employees, properties or assets in connection with the Policies which, individually or in the aggregate, have or could reasonably be expected to prohibit or inhibit Reinsurer or Company entering into this Agreement.

8.5 Consents and Approvals. Excluding consents and approvals required solely in connection with the assumption of the Liabilities under the Policies, the execution, delivery and performance of this Agreement do not require Reinsurer or the Company to obtain any consent, approval or action from, or make any filing with or give any notice to, any person or regulatory authority.

8.6 Licensing. Company is duly authorized to underwrite the same type of insurance provided under the Policies in all jurisdictions where the Policies were issued and/or Policyholders reside. Reinsurer is duly authorized to underwrite the same type of insurance provided under the Policies in all jurisdictions where the Policies were issued and/or Policyholders reside.

Article 9.

Survival

All representations, warranties, covenants and agreements made or undertaken by the parties in this Agreement shall survive the Closing of the transaction contemplated by this Agreement.

Article 10.

Indemnification

10.1 Indemnification by the Company. From and after the Effective Date, the Company shall indemnify and hold harmless Reinsurer and its directors, officers, employees, successors and assigns (collectively, the “Reinsurer Indemnitees”) from and against all Losses, costs and expenses (including interest, penalties, reasonable attorneys’ fees, necessary accountants’ and actuaries’ fees, and any other costs and expenses incident to any suit, action or proceeding, damages, charges, fines, losses, deficiencies, liabilities, obligations, claims and judgments sustained or incurred by, or asserted against any of the Reinsurer Indemnitees resulting from or arising out of any breach or nonfulfillment by the Company of, or any failure by the Company to perform, any of the covenants, terms or conditions of, or any of its duties or obligations under, this Agreement.

10.2 Indemnification by Reinsurer. From and after the Effective Date, Reinsurer shall indemnify and hold harmless the Company and its respective directors, officers, employees, successors and assigns (collectively, the “Company Indemnitees”) from and against all Losses, costs and expenses (including interest, penalties, reasonable attorneys’ fees, necessary accountants’ and actuaries’ fees, and any other costs and expenses incident to any suit, action or proceeding, damages, charges, fines, deficiencies, liabilities, obligations, claims and judgments sustained or incurred by, or asserted against any of the Company Indemnitees resulting from or arising out of:

(a) the Liabilities, or

(b) any breach or nonfulfillment by Reinsurer of, or any failure by Reinsurer to perform, any of the covenants, terms or conditions of, or any of its duties or obligations under, this Agreement.

10.3 Notice of Claims. Any party seeking indemnification under this Agreement (the “Indemnified

Party”) shall give to the party from which indemnification is sought (the “Indemnitor”) a notice (a “Claim Notice”) describing in reasonable detail the facts giving rise to any claim for indemnification hereunder and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such claim, and a reference to the provisions of this Agreement or any other agreement, document or instrument executed or delivered hereunder or in connection herewith upon which such claim is based. Such notice shall be provided within five (5) Business Days after receipt of information giving rise to the indemnification. Failure to give such notice shall not relieve the Indemnitor of its obligations hereunder except to the extent it shall have been prejudiced by such failure.

10.4 Indemnification Disputes. In the event that there is a dispute between the Indemnified Party and the Indemnitor over whether the Indemnitor is liable for a claim, then:

(a) The Indemnified Party shall defend the claim in accordance with the provisions of this Article in the same manner and under the same terms as though there were no dispute and the Indemnitor had failed to elect to defend the claim itself;

(b) In addition, the Indemnitor must advise the Indemnified Party of such a dispute and the reasons therefor, in writing, within thirty (30) days after the claim is first tendered to the Indemnitor, unless the Indemnified Party and the Indemnitor mutually agree, in writing, to extend the time; and

(c) The Indemnified Party and the Indemnitor shall use good faith efforts to resolve any dispute as to the Indemnitor’s indemnification obligation. Should those efforts fail to resolve the dispute, the dispute shall be submitted to arbitration as described in Article 13.

Article 11

Insolvency

With respect to any Policies which Reinsurer has assumed, as its direct obligation, under this Agreement, the obligations of Reinsurer under this Agreement shall be without diminution or in any way affected or diminished because of the insolvency of the Company. In the event of such an insolvency and the appointment of a conservator, liquidator or statutory successor of the Company, the Liabilities payable by Reinsurer pursuant to this Agreement shall be payable directly to the Policyholders under such Novated Policies, without diminution because of the Company's insolvency, and such Policyholders shall have a direct right of action against Reinsurer for Liabilities under such Novated Policies as if Reinsurer had originally issued the Policies and Reinsurer shall assume responsibility for payment of the Liabilities under such Novated Policies, at its own cost and expense, in accordance with this Agreement.

Article 12

Confidentiality and Privacy

12.1 Notwithstanding any provision of this Agreement to the contrary, all Confidential Information as defined in Section 1.10 of this Agreement, disclosed by the disclosing party (the "Owner") to the receiving party (the "Recipient") pursuant to this Agreement, shall be treated and maintained by the Recipient as confidential and shall not be used or disclosed by the Recipient except:

(a) to the Recipient's employees and representatives to the extent that such use or disclosure is reasonably necessary for the performance of the Recipient's duties under this Agreement and such use or disclosure is not prohibited by applicable privacy laws, including, without limitation, the Gramm-Leach-Bliley Act and applicable federal and state regulations promulgated thereunder ("GLB");

(b) upon the written consent of the Owner; or (c) as required by Applicable Law. Prior to the disclosure of Confidential Information to any third party that is permitted under the terms of this Agreement, except as required by Applicable Law, the Recipient shall require such parties receiving Confidential Information to enter into a nondisclosure agreement to maintain all Confidential Information in confidence according to terms that are at least as restrictive as this Article 12.

12.2 The parties acknowledge and agree that:

(a) Reinsurer may use all Confidential Information regarding a Policyholder, the Liabilities or the Policies in order to perform the Administrative Services as contemplated by this Agreement and in accordance with Applicable Law; and

(b) upon Reinsurer's novation of a Policy as contemplated by Article III hereof, all Confidential Information related to the applicable Policyholder and Novated Policy shall be deemed the Confidential Information and sole property of Reinsurer and not of the Company.

12.3 Each party shall maintain adequate administrative, technical and physical safeguards to ensure the security and confidentiality of Confidential Information it receives, to protect against any anticipated threats or hazards to the security or integrity of such information, and to protect against any unauthorized access to or use of such information.

12.4 In the event that the Recipient or anyone to whom the Recipient transmits the Confidentiality Information becomes legally required to disclose the Confidential Information, the Recipient shall provide the Owner with prompt written notice thereof so that the Owner may seek a protective order or other appropriate remedy, except Recipient is not required to provide notice to Owner for disclosures that are required to be made to a governmental agency overseeing the activities of the Recipient in the

Recipient's ordinary course of business. The Recipient shall cooperate with the Owner in its efforts to obtain such remedies, but the Recipient shall not be required to undertake litigation or legal proceedings in its name. In the event that the Recipient is legally obligated to disclose any Confidential Information, the Recipient shall furnish only the portion of the Confidential Information which is legally required and shall exercise its reasonable best efforts to assure that confidential treatment shall be accorded the Confidential Information.

Article 13

Arbitration

13.1 Any and all disputes or differences arising out of this Agreement, including its formation and validity, shall be submitted to binding arbitration. Any arbitration shall be based upon the Procedures for the Resolution of U.S. Insurance and Reinsurance Disputes dated September 1999 (the "Procedures"), as supplemented by the paragraphs below.

13.2 The Panel shall consist of three Disinterested arbitrators, one to be appointed by the Petitioner, one to be appointed by the Respondent and the third to be appointed by the two Party-appointed arbitrators. The third arbitrator shall serve as the umpire, who shall be neutral. The arbitrators and umpire shall be persons who are current or former officers or executives of an insurer or reinsurer. Within thirty days of the commencement of the arbitration proceeding, each Party shall provide the other Party with the identification of its Party-appointed arbitrator, his or her address (including telephone, fax and e-mail information), and provide a copy of the arbitrator's curriculum vitae. If either Party fails to appoint an arbitrator within that thirty-day period, the non-defaulting Party will appoint an arbitrator to act as the Party-appointed arbitrator for the defaulting Party. The umpire shall be appointed by the two Party-appointed arbitrators as soon as practical (but no later than 30 days) after the appointment of the second arbitrator. The Party-appointed arbitrators may consult, in confidence, with the Party who appointed them concerning the appointment of the umpire.

13.3 Where the two Party-appointed arbitrators have failed to reach agreement on an umpire within the time specified in paragraph B, each Party shall propose to the other in writing, within 7 days thereafter, eight umpire candidates from the ARIAS-U.S. Certified Arbitrators List in effect at the time of the commencement of the arbitration. The umpire will then be selected in accordance with ¶ 6.7(b)-(e) of the Procedures. (Unless the Parties agree otherwise, the ARIAS-U.S. Umpire Questionnaire Form in effect at the time of the commencement of the arbitration shall be used.)

13.4 The arbitration shall take place in New York, New York.

13.5 Unless prohibited by law, the Supreme Court of the State and County of New York and the United States District Court for the Southern District of New York shall have exclusive jurisdiction over any and all court proceedings that either Party may initiate in connection with the arbitration, including proceedings to compel, stay, or enjoin arbitration or to confirm, vacate, modify, or correct an Arbitration Award.

13.6 For purposes of this Article, the terms "Arbitration Award," "Disinterested," "Notice of Arbitration," "Panel," "Party" (or "Parties"), "Petitioner," "Respondent," and "Response" shall have the meanings set forth in article 2 of the Procedures (Definitions).

13.7 In the event of any conflict between the Procedures and this Article, this Article, and not the Procedures, will control.

13.8 This Article shall survive the expiration or termination of this Agreement.

Article 14

Miscellaneous

14.1 Cooperation. Each party hereto shall cooperate with the other party and, individually or collectively, shall take such further action and execute such further documents as may be reasonably necessary to effectuate the purposes of this Agreement.

14.2 Errors. Inadvertent delays, errors or omissions made in connection with this Agreement by any party shall not relieve either party from any liability or duty which would have attached had such delay, error or omission not occurred, provided that such delay, error or omission shall have been rectified as soon as possible after discovery.

14.3 Entire Contract, Interpretation. This Agreement is the entire contract between the parties hereto, and supersedes all oral discussions and written agreements between the parties with respect to the subject matter hereof. This Agreement is between sophisticated parties, each of which has reviewed the Agreement and is fully knowledgeable about its terms and conditions. The parties therefore agree that this Agreement shall be construed without regard to the authorship of the language and without any presumption or rule of construction in favor of either of them.

14.4 Non-Waiver. Except as otherwise specified herein, no act, delay, omission or course of dealing by or between the parties to this Agreement shall constitute a waiver of any right or remedy under this Agreement. No waiver, change, modification or discharge, in whole or in part, of any provision of this Agreement shall be effective unless made in writing and signed by a duly authorized officer of the party agreeing to said waiver, change, modification or discharge. The waiver of any right or remedy under this Agreement shall not constitute a continuing waiver, or a waiver of any other right or remedy, unless expressly provided in a writing to the contrary.

14.5 Amendment. This Agreement may be modified or amended only by a writing duly executed by authorized officers of the parties hereto.

14.6 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.7 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of New York, without regard to its conflicts of laws principles.

14.8 Severability. If any portion of this Agreement shall be determined by any court of competent jurisdiction to be unenforceable, the unenforceable term or provision shall be stricken or interpreted in such manner as may be necessary to permit it to be enforceable, and the remaining portions of this Agreement shall be enforced in accordance with their respective terms.

14.9 No Third-Party Beneficiaries. No Person not a party to this Agreement shall have any benefit under this Agreement nor have any third-party beneficiary rights under this Agreement.

14.10 U.S. Dollars. Any monetary amount described in this Agreement, including any schedules hereto, shall mean United States Dollars.

14.11 No Prejudice. The parties agree that this Agreement has been jointly negotiated and drafted by the parties hereto and that the terms hereof shall not be construed in favor of or against any party on account of its participation in such negotiations and drafting.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

COMPANY:

AIG LIFE INSURANCE COMPANY

By: Robert F. Herbert

Robert F. Herbert

Senior Vice President

REINSURER:

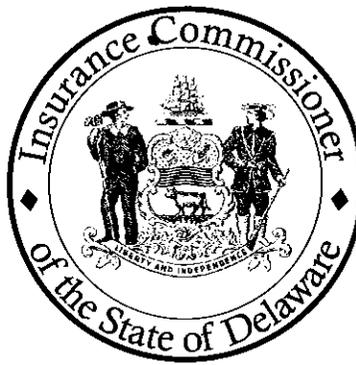
NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

By: A. Weinstein

A. Weinstein

As Its Attorney-In-Fact

Matthew Denn
Insurance Commissioner



Department of Insurance
841 Silver Lake Blvd.
Dover, DE 19904-2465
(302) 674-7300
(302) 739-5280 fax

November 24, 2008

Susan Martin
CI Legal Services
American International Companies
600 King Street, 8th Floor
Mail Stop: DLEG
Wilmington, DE 19801

RE: Intercompany Assumption Reinsurance and Administration Agreement
AIG life Insurance Company and National Union Fire Insurance Company of
Pittsburgh, PA

Dear Ms. Martin:

This will acknowledge receipt of the Intercompany Assumption Reinsurance and Administration Agreement proposed to take effect between AIG Life Insurance Company and National Union Fire Insurance Company effective December 1, 2008.

The Department has reviewed the terms of this proposed agreement and based upon the Department's review and recommendation, the Department hereby **APPROVES** its execution. Its acceptance by this Department is contingent upon our receipt of an agreement signed by all of the contracting parties. Attached is an affidavit to be signed and returned with the executed agreement. The affidavit attests that no changes have been made between the original submitted agreement and the executed agreement.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen B. White".

Stephen B. White, CFE
Director of Company Regulation

I hereby attest that the attached executed agreement has not been altered, modified or in any way amended, except as herein listed, from the original agreement submitted on _____ to the Delaware Insurance Department for approval.

Attest:

By: _____

Title: _____

Date: _____

NOTICE OF TRANSFER
IMPORTANT: THIS NOTICE AFFECTS YOUR CONTRACT RIGHTS.
PLEASE READ IT CAREFULLY.

[Notice DATE]

Re: Policyholder: _____
Policy Number: _____

TRANSFER OF POLICY

The National Union Fire Insurance Company of Pittsburgh, PA ("NUFIC") has agreed to replace AIG Life Insurance Company ("AIG Life") as the insurer under the Policy Number referenced above effective December 1, 2008. NUFIC's principal place of business is 70 Pine Street, New York, New York 10270.

You may obtain additional information concerning NUFIC from reference materials in your local library or by contacting your Insurance Commissioner at the Arkansas Insurance Department, Finance Division, 1200 West 3rd Street, Little Rock, Arkansas 72201-1904, or by telephone at (800) 282-9134.

NUFIC is licensed to write this coverage in your state.

YOUR RIGHTS

You may choose to consent to or reject the transfer of your policy to NUFIC. If you want your policy transferred, you may notify NUFIC in writing by signing and returning the enclosed pre-addressed, postage-paid card or by writing to NUFIC at:
National Union Fire Insurance Company of Pittsburgh, Pa.
[A&H Commercial Insurance Law Department
Reinsurance Division
600 King St., DLEG
Wilmington, DE 19801
(800) 225-5244, ext. 2428]

Payment of your premium to the assuming company will also constitute acceptance of the transaction.
If National Union does not receive a written rejection you will, as a matter of law, have consented to the transfer.

EFFECT OF TRANSFER

If you accept this transfer, NUFIC will be your insurer. It will have direct responsibility to you for the payment of all claims, benefits and for all other policy obligations. AIG Life will no longer have any obligations to you. Upon acceptance of the transfer, you may continue to make your premium payments and submit claims under your policy in the same manner as before without any interruption of service.

If you have any further questions about this agreement, you may contact your broker. You may also contact NUFIC or AIG Life at:
[A&H Commercial Insurance Law Department
Reinsurance Division
600 King St., DLEG
Wilmington, DE 19801
(800) 225-5244, ext. 2428]

For your convenience, we have enclosed a pre-addressed postage-paid response envelope. Please take time now to read the enclosed notice and complete and return your response to us.

✂ -----

RESPONSE

Policyholder: _____; Policy Number: _____

____ I accept the transfer of my policy from AIG Life Insurance Company to National Union Fire Insurance Company of Pittsburgh, PA.

____ I reject the proposed transfer of my policy from AIG Life Insurance Company to National Union Fire Insurance Company of Pittsburgh, PA. and wish to retain my policy with AIG Life Insurance Company.

Signature: _____ Date: _____

Name: _____

Street Address: _____ City, State, Zip: _____



AIG Domestic Accident & Health Division

A Division of the AIG Companies®

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA.

Administrative Offices:

A&H Regulatory Affairs Department
Mailstop: PDV1
P.O. Box 667
Wilmington, DE 19899-9853

February 3, 2009

Ms. Rosalind Minor
Arkansas Insurance Department
Life/Health Division
1200 West 3rd Street
Little Rock, Arkansas 72201-1904

RE: National Union Fire Insurance Company of Pittsburgh, Pa.
NAIC # 012-19445, FEIN 25-0687550
U40009NUFIC – Certificate of Assumption
SERFF Tr Num: AGDE-125973448

Ms. Minor,

In response to the SERFF disposition dated January 16, 2009, please note the following:

1. *The Certificate of Assumption must comply with Rule 55, Section 6.*
 - Rule 55, Section 6 provides that “all assumption certificates or notice to policyholders shall contain the following information:
 - (A) The name and address of the ceding carrier and the name and address of the assuming carrier;
 - (B) The effective date of the agreement;
 - (C) Specific premium payment instructions;
 - (D) The address and toll-free telephone number of the person to whom the policyholder may direct any inquiries regarding the notice or assumption certificate; and
 - (E) The address and general phone number of the Arkansas Insurance Department where the policyholder may call for further information regarding the financial condition of the assuming insurer.”
 - The information required by section can be included in either the assumption certificate or the notice of transfer to policyholders. The notice of transfer previously provided to your Department in the initial filing dated January 15, 2009, contains requirements (A), (B) and (C) of Rule 55, Section 6. We have amended the notice of transfer to comply with requirements (D) and (E) of Rule 55, Section 6 by adding the toll-free telephone number for which the policyholder may direct any inquiries and adding the address and phone number of the Arkansas Insurance Department.
2. *Also, did you file the Assumptive Reinsurance Agreement with our Legal Division as required by Rule 55, Section 3 B?*
 - We intend on submitting the Assumption Reinsurance Agreement to your Legal Department. This filing is pending the signatures of an officer from each company.

If you should have any questions regarding the content of this filing package, please contact me.

Sincerely,

Christy Wermuth
Regulatory Analyst
A&H Regulatory Affairs Department
Phone: 800-225-5244, ext. 2491

Fax: 302-594-4810

E-mail: Christy.Wermuth1@aig.com

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 70 Pine Street, New York, NY 10270
(212) 770-7000

CERTIFICATE OF ASSUMPTION

Re: AIG Life Insurance Company ("AIG Life")
Policy Number: _____
Revised Policy Number: _____

AIG Life Insurance Company ("AIG Life") and National Union Fire Insurance Company of Pittsburgh, PA ("NUFIC") entered into an agreement as of December 1, 2008 whereby NUFIC will assume all of the obligations and liabilities of the referenced Policy Number. All benefits under the policy remain the same.

All premiums now or hereafter due on this policy are payable to NUFIC or to its duly authorized agents.

This Certificate of Assumption forms a part of the referenced Policy Number, and is to be attached to it. The assumption effective date shall be the first of the month following the date this Certificate of Assumption was sent to you. The Policy Number is hereby revised to the referenced Revised Policy Number.

The President and Secretary of NUFIC witness this Rider.



President



Secretary

PLEASE ATTACH THIS TO YOUR POLICY

NOTICE OF TRANSFER
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[Notice DATE]

Re: Policyholder: _____
Policy Number: _____

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NUFIC is licensed to write this coverage in your state.

YOUR RIGHTS

You may choose to consent to or reject the transfer of your policy to NUFIC. If you want your policy transferred, you may notify NUFIC in writing by signing and returning the enclosed pre-addressed, postage-paid card or by writing to NUFIC at:
National Union Fire Insurance Company of Pittsburgh, Pa.
[A&H Commercial Insurance Law Department
Reinsurance Division
600 King St., DLEG
Wilmington, DE 19801
(800) 225-5244, ext. 2428]

Payment of your premium to the assuming company will also constitute acceptance of the transaction. If National Union does not receive a written rejection you will, as a matter of law, have consented to the transfer.

EFFECT OF TRANSFER

If you accept this transfer, NUFIC will be your insurer. It will have direct responsibility to you for the payment of all claims, benefits and for all other policy obligations. AIG Life will no longer have any obligations to you. Upon acceptance of the transfer, you may continue to make your premium payments and submit claims under your policy in the same manner as before without any interruption of service.

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____ I reject the proposed transfer of my policy from AIG Life Insurance Company to National Union Fire Insurance Company of Pittsburgh, PA. and wish to retain my policy with AIG Life Insurance Company.

Signature: _____ Date: _____

Name: _____

Street Address: _____ City, State, Zip: _____

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[Notice DATE]

Re: Policyholder: _____
Policy Number: _____

TRANSFER OF POLICY

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