

SERFF Tracking Number: AGDE-126272237 State: Arkansas  
Filing Company: National Union Fire Insurance Company of Pittsburgh, PA State Tracking Number: 43403  
Company Tracking Number: S30622DBG (REV 05-09)  
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness  
Product Name: Speciality Markets  
Project Name/Number: Security Evacuation Benefit Rider Revised/S30622DBG (Rev 05-09)

## Filing at a Glance

Company: National Union Fire Insurance Company of Pittsburgh, PA

Product Name: Speciality Markets

SERFF Tr Num: AGDE-126272237 State: Arkansas

TOI: H04 Health - Blanket Accident/Sickness

SERFF Status: Closed-Approved-  
Closed State Tr Num: 43403

Sub-TOI: H04.000 Health - Blanket  
Accident/Sickness

Co Tr Num: S30622DBG (REV 05-  
09) State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Wanda Floyd, Jane Ford,  
Penny Berry Disposition Date: 09/22/2009

Date Submitted: 09/02/2009

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Security Evacuation Benefit Rider Revised

Status of Filing in Domicile: Not Filed

Project Number: S30622DBG (Rev 05-09)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Not filed in  
domicile state of Pennsylvania as this is  
deregulated.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small

Overall Rate Impact:

Group Market Type: Blanket

Filing Status Changed: 09/22/2009

Explanation for Other Group Market Type:

State Status Changed: 09/22/2009

Deemer Date:

Created By: Penny Berry

Submitted By: Wanda Floyd

Corresponding Filing Tracking Number:

Filing Description:

September 2, 2009

Jay Bradford

Insurance Commissioner

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Arkansas Department of Insurance  
1200 West 3rd Street  
Little Rock, Arkansas 72201-1904

RE: National Union Fire Insurance Company of Pittsburgh, Pa.  
NAIC # 012-19445, FEIN 25-0687550  
Blanket Accident Insurance Program (C11695DBG et al)  
S30622DBG (Rev 05-09) Security Evacuation Benefit Rider  
Form Filing

Dear Commissioner:

The above referenced form is being submitted for your review and approval. This form is new and is not intended to replace any previously approved form. When approved, this form will be utilized with our Blanket Accident Insurance Policy, Form C11695DBG, which was approved by your department on August 30, 2001. This form is similar to form S30622DBG (Rev. 11/08) previously approved by your department on 05/19/2009 under AR State tracking number 42374 SERFF Tracking number AGDE-126144828. The difference between this version and the prior approved version is as follows:

1. In the Primary Residence definition on page 3, "1. for US citizens," and "2. for non-US citizens" was added.

I have attached a redline in the supporting documents tab of this SERFF filing for your reference.

This rider will provide Security Evacuation Benefits should the insured need to be evacuated due to occurrences such as a Natural Disaster, or physical threat.

We thank you in advance for your attention to this filing. Please do not hesitate to contact our office if you have any questions or require additional information.

Sincerely,

Penny L. Berry  
Regulatory Analyst  
Domestic Accident & Health Division  
A&H Regulatory Affairs Unit  
Phone: 302-594-2414 Fax: (302) 594-4810  
Email: penny.berry@chartisinsurance.com

SERFF Tracking Number: AGDE-126272237 State: Arkansas  
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## Company and Contact

### Filing Contact Information

Penny Berry, Product Analyst penny.berry@chartisinsurance.com  
 600 King Street 800-225-5244 [Phone] 2414 [Ext]  
 PDV1 302-594-4810 [FAX]  
 8th Floor  
 Wilmington, DE 19801

### 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  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$20.00  
 Retaliatory? No  
 Fee Explanation: 1 form x \$20.00 = \$20.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of Pittsburgh, PA	\$20.00	09/02/2009	30285528

SERFF Tracking Number: AGDE-126272237 State: Arkansas  
Filing Company: National Union Fire Insurance Company of State Tracking Number: 43403  
Pittsburgh, PA  
Company Tracking Number: S30622DBG (REV 05-09)  
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness  
Product Name: Speciality Markets  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/22/2009	09/22/2009

*SERFF Tracking Number:* AGDE-126272237      *State:* Arkansas  
*Filing Company:* National Union Fire Insurance Company of      *State Tracking Number:* 43403  
Pittsburgh, PA  
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*TOI:* H04 Health - Blanket Accident/Sickness      *Sub-TOI:* H04.000 Health - Blanket Accident/Sickness  
*Product Name:* Speciality Markets  
*Project Name/Number:* Security Evacuation Benefit Rider Revised/S30622DBG (Rev 05-09)

## **Disposition**

Disposition Date: 09/22/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGDE-126272237 State: Arkansas  
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 Pittsburgh, PA  
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	AR NAIC Transmittal	Approved-Closed	Yes
Supporting Document	Redline Document	Approved-Closed	Yes
Form	Security Evacuation Benefit Rider	Approved-Closed	Yes

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## Form Schedule

**Lead Form Number: S30622DBG (Rev 05-09)**

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 09/22/2009	S30622DBG (Rev 05-09)	Policy/Contract	Security Evacuation Benefit Rider	Initial		50.100	S30622DBG (Rev 05-09).pdf
			Certificate: Amendment, Insert Page, Endorsement or Rider				

# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 770-7000

(a capital stock company, herein referred to as the Company)

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Policyholder: [ABC Organization]

Policy Number: [XXXXXX]

## Security Evacuation Benefit Rider

This Rider is attached to and made part of the Policy [as of the Policy Effective Date shown in the Policy's Master Application][ effective [Month Day, Year]. It applies only with respect to Occurrences that take place on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

If, as a result of an Occurrence that takes place during an Insured's Period of Coverage [and while [traveling outside his or her Home Country,]<sup>1</sup> [outside a [50-100] mile radius from his or her place of Primary Residence,]<sup>2</sup>]<sup>3</sup> an Insured requires a Security Evacuation, the Company will pay benefits to Transport the Insured to the Nearest Place of Safety. The determination that an Insured requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by [Travel Guard]<sup>4</sup>.

Benefits will be payable for eligible expenses up to the Maximum Amount. Eligible expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured's safety and well-being as determined by the Designated Security Consultant. Security Evacuation benefits are payable only once per [Occurrence/Period of Coverage]<sup>5</sup>.

[Benefits will also be payable for Transportation and Related Costs within [1-14] days of the Security Evacuation to either of these locations as chosen by the [Company]<sup>6</sup> [Insured]<sup>6</sup> [Designated Security Consultant]<sup>6</sup>:

- (1) back to the Host Country if return is safe and permitted; or
- (2) to the Insured's Home Country[; or
- (3)[where the Insured is currently permanently assigned by the [Policyholder]<sup>7</sup> [Participating Organization]<sup>7</sup>]<sup>8</sup> [where the [Policyholder]<sup>7</sup> [Participating Organization]<sup>7</sup> is located]<sup>8</sup> [where the [educational institution]<sup>9</sup> that sponsored the Insured's trip is located]<sup>10</sup> [or
- (4) to the Insured's place of Primary Residence]<sup>11</sup>.

This benefit is subject to the overall Maximum Amount.]<sup>12</sup>

[Benefits will be payable for consulting services by a Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the overall Maximum Amount.]<sup>13</sup>

[Travel Guard]<sup>4</sup> must make all arrangements and must authorize all expenses in advance of any benefits being payable. [Travel Guard]<sup>4</sup> is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured until a Security Evacuation becomes viable.

### Right of Recovery

If, after a Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to an Occurrence, the Company has the right to recover all Transportation and Related Costs from the Insured.

### Excess Provision

Benefits payable for the eligible expenses under this Rider will be limited to that part of the eligible expense, if any, which is in excess of the total benefits payable for the same Security Evacuation under any other valid and collectible insurance or other indemnity. If the other valid and collectible insurance or indemnity provides S30622DBG (Rev 05-09)

BSR

benefits on an excess coverage basis, benefits will be paid first by the insurer or services plan whose coverage has been in effect for the longer period of time at the date of the Security Evacuation.

For purposes of this Rider, an Insured's entitlement to other valid and collectible insurance or indemnity will be determined as if this Rider did not exist and will not depend on whether timely application for benefits from other valid and collectible insurance or indemnity is made by or on behalf of the Insured.

Benefits under this Rider will be reduced to the extent that benefits for expenses are covered by any other valid and collectible insurance or indemnity whether or not a claim is made for such benefits.]<sup>14</sup>

### **[Changes in Terms and Conditions**

The terms and conditions of this Rider, including but not limited to the definition of Excluded Countries, may be changed at any time to reflect conditions that, in the opinion of the Company, constitute a change in the [Policyholder's]<sup>7</sup> [Participating Organization's]<sup>7</sup> security evacuation exposure. The Company will give the [Policyholder]<sup>7</sup> [Participating Organization]<sup>7</sup> written notice of any change in the terms and conditions of this Rider at least [10-45] days in advance of the effective date of the change.]<sup>15</sup>

### **Definitions**

**Advisory** means a formal recommendation by the Appropriate Authorities that the Insured or citizens of his or her Home Country or citizens of the Host Country leave the Host Country.

**Appropriate Authority(ies)** means the government authority(ies) in the Insured's Home Country or the government authority(ies) of the Host Country.

**Designated Security Consultant** means an employee of a security firm under contract to [Travel Guard]<sup>4</sup> or an [Travel Guard]<sup>4</sup> designated service provider who is experienced in security procedures and measures necessary to ensure the safety of the Insured(s) in his or her care.

**Excluded Countries** means the following countries from which Security Evacuations are not available under this Rider: [ list excluded countries, e.g., Iraq, Afghanistan, Pakistan, Israel (West Bank and Gaza Strip), Iran, Somalia and Chechnya or]<sup>16</sup> any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

**Home Country** means the country of citizenship of the Insured. If the Insured has dual citizenship, for the purposes of this Rider, his or her Home Country is the country of the passport he or she used to enter the Host Country.

**Host Country** means any country, other than an Excluded Country, in which an Insured is traveling while covered under the Policy.

**Imminent Physical Danger** means the Insured is subject to possible physical injury or sickness that could result in grave physical harm or death.

**Missing Person** means an Insured who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

**[Natural Disaster** means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous.]<sup>17</sup>

**Nearest Place of Safety** means a location determined by the Designated Security Consultant where:

1. the Insured can be presumed safe from the Occurrence that precipitated the Insured's Security Evacuation; and
2. the Insured has access to transportation; and
3. the Insured has the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which an Insured finds him or her self while covered by the Policy:

1. [expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country; ]<sup>1</sup>
2. [political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured's Home Country or citizens of the Host Country should leave the Host Country;]<sup>1</sup>
3. [Natural Disaster within [1-14] days of an event ;]<sup>17</sup>
4. [Verified Physical Attack or a Verified Threat of Physical Attack from a third party;]<sup>18</sup>
5. [the Insured had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within [1-14] days of his or her being found.]<sup>19</sup>

**Period of Coverage** means the period of time during which the Policy is in force with respect to the Insured.

**[Primary Residence** means[: 1.]<sup>21</sup> [for US citizens,]<sup>22</sup> [a person's fixed, permanent and principal home for legal and tax purposes]<sup>23</sup>; 2.]<sup>21</sup> [for non-US citizens,]<sup>24</sup> [a residence where the Insured is leaving from to [start/participate in/attend]<sup>25</sup> his/her Covered Activity]<sup>23</sup>.]<sup>20</sup>

**Related Costs** means food, lodging and, if necessary, physical protection for the Insured during the Transport to the Nearest Place of Safety.

**Security Evacuation** means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

**Transport/Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's common carrier tickets will be used.

**[Verified Physical Attack** means deliberate physical harm of the Insured confirmed by documentation or physical evidence.]<sup>26</sup>

**[Verified Threat of Physical Attack** means a threat against the Insured's health and safety as confirmed by documentation and/or physical evidence.]<sup>26</sup>

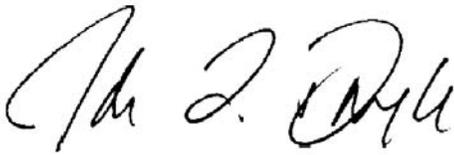
### Exclusions

No benefits are payable under this Rider for charges, fees or expenses:

1. payable under any other provision of, or Rider to, the Policy to which this Rider is attached;
2. that are recoverable through the Insured's employer;
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured, acting alone or in collusion with others;
4. arising from or attributable to an alleged:
  - a. violation of the laws of the Host Country by an Insured; or
  - b. violation of the laws of the Insured's Home Country;
 unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the Insured;
5. due to the Insured's failure to maintain and possess duly authorized and issued required travel documents and visas;
6. arising from an Occurrence which took place in an Excluded Country;
7. for repatriation of remains expenses;

8. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
9. for medical services; [or]
10. for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping; [or]
11. [for consulting services seeking information on Missing Person or kidnapping cases;]<sup>27</sup> [or]
12. [arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;]<sup>28</sup> [or]
13. [arising from or attributable, in whole or in part, to non-compliance by the Insured with regard to any obligation specified in a contract or license;]<sup>28</sup> [or]
14. [due to military or political issues if the Insured's Security Evacuation request is made more than [7-60] days after the Appropriate Authority(ies) Advisory was issued;]<sup>28</sup> [or]
15. [due to a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:
  1. is due to natural causes; and
  2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous]<sup>29</sup>.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

SERFF Tracking Number: AGDE-126272237 State: Arkansas  
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## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	09/22/2009
<b>Comments:</b>		
<b>Attachment:</b> S30622DBG AR Readability.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application	Approved-Closed	09/22/2009
<b>Bypass Reason:</b> Not applicable as this is not a policy or application filing.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> AR NAIC Transmittal	Approved-Closed	09/22/2009
<b>Comments:</b>		
<b>Attachment:</b> AR NAIC Transmittal.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Redline Document	Approved-Closed	09/22/2009
<b>Comments:</b> Attached for your reference is a red line document showing differences between prior approved form and this one.		
<b>Attachment:</b> S30622DBG (Rev 05-09) Redline 2.pdf		

STATE OF ARKANSAS

CERTIFICATION

This is to certify that the attached form number(s) S30622DBG (Rev 05-09) achieved a Flesch Reading Ease score of 50.7 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 'Adam C. Reed', with a stylized, flowing script.

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Adam C. Reed, Assistant Vice President

## Life, Accident & Health, Annuity, Credit Transmittal Document

<b>1.</b>	<b>Prepared for the State of</b>	Arkansas
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<b>2.</b>	<b>Department Use Only</b>
	State Tracking ID

3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
	National Union Fire Insurance Company of Pittsburgh, PA 600 King Street Wilmington, DE 19801	Pennsylvania		012	19445	25-0687550	

4.	Contact Name & Address	Telephone #	Fax #	E-mail Address
	Penny L. Berry 600 King Street Wilmington, DE 19801	302-594-2414	302-594-4810	penny.berry@chartisinsurance.com

<b>5.</b>	<b>Requested Filing Mode</b>	<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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<b>6.</b>	<b>Company Tracking Number</b>	S30622DBG (Rev 05-09)
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<b>7.</b>	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission      Previous file # _____
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<b>8.</b>	<b>Market</b>	<input type="checkbox"/> Individual <input type="checkbox"/> Franchise <input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input checked="" type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
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<b>9.</b>	<b>Type of Insurance (TOI)</b>	H04 Health-Blanket AS
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<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	H04 Health-Blanket AS
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<b>11.</b>	<b>Submitted Documents</b>	<input checked="" type="checkbox"/> <b>FORMS</b> <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  <b>Rates</b> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate <input type="checkbox"/> <b>FILING OTHER THAN FORM OR RATE:</b> Please explain: _____  <b>SUPPORTING DOCUMENTATION</b> <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.	<b>Filing Submission Date</b>	<b>09/02//2009</b>
13	<b>Filing Fee (If required)</b>	Amount _____ Check Date _____ Retaliatory <input type="checkbox"/> Yes <input type="checkbox"/> No Check Number _____
14.	<b>Date of Domiciliary Approval</b>	<b>Not regulated in domicile state of PA therefore not filed</b>
15.	<b>Filing Description:</b>	
<p>The above referenced form is being submitted for your review and approval. This form is new and is not intended to replace any previously approved form. When approved, this form will be utilized with our Blanket Accident Insurance Policy, Form C11695DBG, which was approved by your department on August 30, 2001. This form is similar to form S30622DBG (Rev. 11/08) previously approved by your department on 05/19/2009 under AR State tracking number 42374 SERFF Tracking number AGDE-126144828. The difference between this version and the prior approved version is as follows:</p> <ol style="list-style-type: none"> <li>1. In the Primary Residence definition on page 3, "1. for US citizens," and "2. for non-US citizens" was added.</li> </ol> <p>This rider will provide Security Evacuation Benefits should the insured need to be evacuated due to occurrences such as a Natural Disaster, or physical threat.</p>		

16.	<b>Certification (If required)</b>	
<p><b>I HEREBY CERTIFY</b> 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> <p>Print Name <u>Penny L. Berry</u> Title <u>Regulatory Analyst</u></p> <p>Signature  Date: <u>09/02/2009</u></p>		

<b>17.</b>	<b>Form Filing Attachment</b>	
This filing transmittal is part of company tracking number		S30622DBG (Rev 05-09)
This filing corresponds to rate filing company tracking number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Security Evacuation Benefit Rider Rider	S30622DBG (Rev 05-09)	<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	Affected Form Numbers		Previous State Filing Number
	Description			
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 _____	

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# NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18<sup>th</sup> Floor, New York, NY 10038

(212) 770-7000

(a capital stock company, herein referred to as the Company)

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Policyholder: [ABC Organization]

Policy Number: [XXXXXX]

## Security Evacuation Benefit Rider

This Rider is attached to and made part of the Policy [as of the Policy Effective Date shown in the Policy's Master Application][ effective [Month Day, Year]. It applies only with respect to Occurrences that take place on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

If, as a result of an Occurrence that takes place during an Insured's Period of Coverage [and while [traveling outside his or her Home Country,]<sup>1</sup> [outside a [50-100] mile radius from his or her place of Primary Residence,]<sup>2</sup>]<sup>3</sup> an Insured requires a Security Evacuation, the Company will pay benefits to Transport the Insured to the Nearest Place of Safety. The determination that an Insured requires a Security Evacuation must be made by a Designated Security Consultant and all arrangements must be made by [Travel Guard]<sup>4</sup>.

Benefits will be payable for eligible expenses up to the Maximum Amount. Eligible expenses are for Transportation and Related Costs to the Nearest Place of Safety necessary to ensure the Insured's safety and well-being as determined by the Designated Security Consultant. Security Evacuation benefits are payable only once per [Occurrence/Period of Coverage]<sup>5</sup>.

[Benefits will also be payable for Transportation and Related Costs within [1-14] days of the Security Evacuation to either of these locations as chosen by the [Company]<sup>6</sup> [Insured]<sup>6</sup> [Designated Security Consultant]<sup>6</sup>:

- (1) back to the Host Country if return is safe and permitted; or
- (2) to the Insured's Home Country[; or
- (3)[where the Insured is currently permanently assigned by the [Policyholder]<sup>7</sup> [Participating Organization]<sup>7</sup>]<sup>8</sup> [where the [Policyholder]<sup>7</sup> [Participating Organization]<sup>7</sup> is located]<sup>8</sup> [where the [educational institution]<sup>9</sup> that sponsored the Insured's trip is located]<sup>10</sup> [or
- (4) to the Insured's place of Primary Residence]<sup>11</sup>.

This benefit is subject to the overall Maximum Amount.]<sup>12</sup>

[Benefits will be payable for consulting services by a Designated Security Consultant for seeking information on Missing Person or kidnapping cases if the Insured is deemed kidnapped or a Missing Person by local or international authorities. This benefit is subject to the overall Maximum Amount.]<sup>13</sup>

[Travel Guard]<sup>4</sup> must make all arrangements and must authorize all expenses in advance of any benefits being payable. [Travel Guard]<sup>4</sup> is not responsible for the availability of Transport services. Where a Security Evacuation becomes impractical because of hostile or dangerous conditions, a Designated Security Consultant will endeavor to maintain contact with the Insured until a Security Evacuation becomes viable.

### Right of Recovery

If, after a Security Evacuation is completed, it becomes clear that the Insured was an active participant in the events that led to an Occurrence, the Company has the right to recover all Transportation and Related Costs from the Insured.

### Excess Provision

Benefits payable for the eligible expenses under this Rider will be limited to that part of the eligible expense, if any, which is in excess of the total benefits payable for the same Security Evacuation under any other valid and collectible insurance or other indemnity. If the other valid and collectible insurance or indemnity provides S30622DBG (Rev 05-09)

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benefits on an excess coverage basis, benefits will be paid first by the insurer or services plan whose coverage has been in effect for the longer period of time at the date of the Security Evacuation.

For purposes of this Rider, an Insured's entitlement to other valid and collectible insurance or indemnity will be determined as if this Rider did not exist and will not depend on whether timely application for benefits from other valid and collectible insurance or indemnity is made by or on behalf of the Insured.

Benefits under this Rider will be reduced to the extent that benefits for expenses are covered by any other valid and collectible insurance or indemnity whether or not a claim is made for such benefits.<sup>14</sup>

### **Changes in Terms and Conditions**

The terms and conditions of this Rider, including but not limited to the definition of Excluded Countries, may be changed at any time to reflect conditions that, in the opinion of the Company, constitute a change in the [Policyholder's]<sup>7</sup> [Participating Organization's]<sup>7</sup> security evacuation exposure. The Company will give the [Policyholder]<sup>7</sup> [Participating Organization]<sup>7</sup> written notice of any change in the terms and conditions of this Rider at least [10-45] days in advance of the effective date of the change.<sup>15</sup>

### **Definitions**

**Advisory** means a formal recommendation by the Appropriate Authorities that the Insured or citizens of his or her Home Country or citizens of the Host Country leave the Host Country.

**Appropriate Authority(ies)** means the government authority(ies) in the Insured's Home Country or the government authority(ies) of the Host Country.

**Designated Security Consultant** means an employee of a security firm under contract to [Travel Guard]<sup>4</sup> or an [Travel Guard]<sup>4</sup> designated service provider who is experienced in security procedures and measures necessary to ensure the safety of the Insured(s) in his or her care.

**Excluded Countries** means the following countries from which Security Evacuations are not available under this Rider: [ list excluded countries, e.g., Iraq, Afghanistan, Pakistan, Israel (West Bank and Gaza Strip), Iran, Somalia and Chechnya or]<sup>16</sup> any country subject to the administration and enforcement of U. S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL (OFAC).

**Home Country** means the country of citizenship of the Insured. If the Insured has dual citizenship, for the purposes of this Rider, his or her Home Country is the country of the passport he or she used to enter the Host Country.

**Host Country** means any country, other than an Excluded Country, in which an Insured is traveling while covered under the Policy.

**Imminent Physical Danger** means the Insured is subject to possible physical injury or sickness that could result in grave physical harm or death.

**Missing Person** means an Insured who disappeared for an unknown reason and whose disappearance was reported to the Appropriate Authority(ies).

**Natural Disaster** means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:

1. is due to natural causes; and
2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous.<sup>17</sup>

**Nearest Place of Safety** means a location determined by the Designated Security Consultant where:

1. the Insured can be presumed safe from the Occurrence that precipitated the Insured's Security Evacuation; and
2. the Insured has access to transportation; and
3. the Insured has the availability of temporary lodging, if needed.

**Occurrence** means any of the following situations in which an Insured finds him or her self while covered by the Policy:

1. [expulsion from a Host Country or being declared persona non-grata on the written authority of the recognized government of a Host Country; ]<sup>1</sup>
2. [political or military events involving a Host Country, if the Appropriate Authorities issue an Advisory stating that citizens of the Insured's Home Country or citizens of the Host Country should leave the Host Country;]<sup>1</sup>
3. [Natural Disaster within [1-14] days of an event ;]<sup>17</sup>
4. [Verified Physical Attack or a Verified Threat of Physical Attack from a third party;]<sup>18</sup>
5. [the Insured had been deemed kidnapped or a Missing Person by local or international authorities and, when found, his or her safety and/or well-being are in question within [1-14] days of his or her being found.]<sup>19</sup>

**Period of Coverage** means the period of time during which the Policy is in force with respect to the Insured.

**[Primary Residence** means[: 1.]<sup>21</sup> [for US citizens.]<sup>22</sup> [a person's fixed, permanent and principal home for legal and tax purposes]<sup>23</sup>; 2.]<sup>21</sup> [for non-US citizens.]<sup>24</sup> [a residence where the Insured is leaving from to [start/participate in/attend]<sup>25</sup> his/her Covered Activity]<sup>23</sup>.]<sup>20</sup>

**Related Costs** means food, lodging and, if necessary, physical protection for the Insured during the Transport to the Nearest Place of Safety.

**Security Evacuation** means the extrication of an Insured from the Host Country due to an Occurrence which results in the Insured being placed in Imminent Physical Danger.

**Transport/Transportation** means the most efficient and available method of conveyance. In all cases, where practical, economy fare will be utilized. If possible, the Insured's common carrier tickets will be used.

**[Verified Physical Attack** means deliberate physical harm of the Insured confirmed by documentation or physical evidence.]<sup>26</sup>

**[Verified Threat of Physical Attack** means a threat against the Insured's health and safety as confirmed by documentation and/or physical evidence.]<sup>26</sup>

### Exclusions

No benefits are payable under this Rider for charges, fees or expenses:

1. payable under any other provision of, or Rider to, the Policy to which this Rider is attached;
2. that are recoverable through the Insured's employer;
3. arising from or attributable to an actual fraudulent, dishonest or criminal act committed or attempted by an Insured, acting alone or in collusion with others;
4. arising from or attributable to an alleged:
  - a. violation of the laws of the Host Country by an Insured; or
  - b. violation of the laws of the Insured's Home Country;
 unless the Designated Security Consultant determines that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at the expense of the Insured;
5. due to the Insured's failure to maintain and possess duly authorized and issued required travel documents and visas;
6. arising from an Occurrence which took place in an Excluded Country;
7. for repatriation of remains expenses;

8. for common or endemic or epidemic diseases or global pandemic disease as defined by the World Health Organization;
9. for medical services; [or]
10. for monies payable in the form of a ransom if a Missing Person case evolves into a kidnapping; [or]
11. [for consulting services seeking information on Missing Person or kidnapping cases;]<sup>27</sup> [or]
12. [arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;]<sup>28</sup> [or]
13. [arising from or attributable, in whole or in part, to non-compliance by the Insured with regard to any obligation specified in a contract or license;]<sup>28</sup> [or]
14. [due to military or political issues if the Insured's Security Evacuation request is made more than [7-60] days after the Appropriate Authority(ies) Advisory was issued;]<sup>28</sup> [or]
15. [due to a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or other similar event that:
  1. is due to natural causes; and
  2. results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Host Country and the area is deemed to be uninhabitable or dangerous]<sup>29</sup>.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary