Filing at a Glance

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

Product Name: Occupational Accident	SERFF Tr Num: AGDE-126672059	State: Arkansas
TOI: H04 Health - Blanket Accident/Sickness	SERFF Status: Closed-Approved-Closed	State Tr Num: 45933
Sub-TOI: H04.000 Health - Blanket Accident/Sickness	Co Tr Num: O30406DBG	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Rosalind Minor
	Authors: Gloria Jauss, David Bedwell, Veronica Bullock	Disposition Date: 06/21/2010
	Date Submitted: 06/14/2010	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: Blanket Occupational Accident Insurance
Project Number: O30406DBG
Requested Filing Mode:
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 06/21/2010

Deemer Date:
Submitted By: Veronica Bullock
PPACA: Not PPACA-Related
Filing Description:
RE: National Union Fire Insurance Company of Pittsburgh, Pa.
NAIC # 012-19445, FEIN 25-0687550
Blanket Occupational Accident Insurance Program
O30406DBG Bone [Dislocation] [and] [Fracture] Benefit Rider
O30407DBG Critical Illness Benefit Rider

Status of Filing in Domicile:
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Group
Group Market Size: Small and Large
Group Market Type: Blanket
Explanation for Other Group Market Type:
State Status Changed: 06/21/2010
Created By: Veronica Bullock
Corresponding Filing Tracking Number:

Dear Ms. Minor:

Attached are the above-referenced forms for your review and approval, pursuant to Ark. Code Ann. § 23-79-109. The forms are new and do not replace any forms previously approved in your state.

The referenced forms are optional and will be used with the following blanket Occupational Accident programs:
form C22606DBG, Independent Contractors Coverage –Transportation, approved on October 16, 2006;
form C22626DBG, Independent Contractors Coverage, approved on June 14, 2006;
form C22382DBG-AR (REV.11-99), Truckers Occupational Accident Insurance, approved on September 21, 2001; and
form O30279DBG, Truckers Occupational Accident Insurance, approved on September 13, 2007.

Thank you in advance for your attention to this filing. Please contact me if you have any questions or require additional information.

Company and Contact

Filing Contact Information

David Bedwell, Product Analyst
503 Carr Road
3rd Floor
Wilmington, DE 19809

david.bedwell@chartisinsurance.com
888-396-5369 [Phone] 31739 [Ext]
302-830-4466 [FAX]

Filing Company Information

National Union Fire Insurance Company of Pittsburgh, Pa.	CoCode: 19445	State of Domicile: Pennsylvania
503 Carr Road	Group Code: 12	Company Type:
3rd Floor	Group Name: AIG	State ID Number:
Wilmington, DE 19809	FEIN Number: 25-0687550	
(888) 396-5369 ext. 31722[Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	$100.00

SERFF Tracking Number:	*AGDE-126672059*	*State:*	*Arkansas*
Filing Company:	*National Union Fire Insurance Company of Pittsburgh, Pa.*	*State Tracking Number:*	*45933*
Company Tracking Number:	*O30406DBG*		
TOI:	*H04 Health - Blanket Accident/Sickness*	*Sub-TOI:*	*H04.000 Health - Blanket Accident/Sickness*
Product Name:	*Occupational Accident*		
Project Name/Number:	*Blanket Occupational Accident Insurance /O30406DBG*		
Retaliatory?	No		
Fee Explanation:	$50.00 per form x 2 forms = $100.00		
Per Company:	No		

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of Pittsburgh, Pa.	$100.00	06/14/2010	37201150

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/21/2010	06/21/2010

Disposition

Disposition Date: 06/21/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AGDE-126672059*	*State:*	*Arkansas*
Filing Company:	*National Union Fire Insurance Company of Pittsburgh, Pa.*	*State Tracking Number:*	*45933*
Company Tracking Number:	*O30406DBG*		
TOI:	*H04 Health - Blanket Accident/Sickness*	*Sub-TOI:*	*H04.000 Health - Blanket Accident/Sickness*
Product Name:	*Occupational Accident*		
Project Name/Number:	*Blanket Occupational Accident Insurance /O30406DBG*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Form	Bone [Dislocation] [and] [Fracture] Benefit Rider	Approved-Closed	Yes
Form	Critical Illness Benefit Rider	Approved-Closed	Yes

Form Schedule

Lead Form Number: O30406DBG

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 06/21/2010	O30406DBG	Certificate Amendment, Insert Page, Endorsement or Rider	Bone [Dislocation] [and] [Fracture] Benefit Rider	Initial			O30406DBG.pdf
Approved-Closed 06/21/2010	O30407DBG	Certificate	Critical Illness Benefit Rider	Initial			O30407DBG.pdf

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000
(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Organization]
Policy Number: [XXXXXX]
[Participating Organization: [XYZ Company]]

BONE [DISLOCATION][1] [AND] [FRACTURE][2] 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 accidents that occur 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.

The following is added to **Section IV** of the Policy:

[**Bone Dislocation Benefit.** If Injury to the Insured[Person][3] results[, within [90/120/180/365] days of the date of the accident that caused the Injury,][4] in any one of the Dislocations specified below that require Reduction under anesthesia, the Company will pay the Benefit Amount shown below for that Dislocation.

Dislocation	**Benefit Amount**
Hip (left or right side)	$[2,000-10,000]
Knee (left or right side)	$[2,000-10,000]
Wrist (left or right side)	$[2,000-10,000]
Elbow (left or right side)	$[2,000-10,000]
Ankle (left or right side)	$[2,000-10,000]
Shoulder blade (left or right side)	$[2,000-10,000]
Collarbone	$[2,000-10,000]
Jaw	$[2,000-10,000]

[During the Insured[Person][3]'s lifetime only one Dislocation benefit is payable for each Dislocation shown above.][5]] [1]

[**Bone Fracture Benefit.** If Injury to the Insured[Person][3] results[, within [90/120/180/365] days of the date of the accident that caused the Injury,][6] in any one of the Fractures specified below, the Company will pay the Benefit Amount shown below for that Fracture.

Fractures of: (the Benefit shown will apply to each bone fractured)	**Benefit Amount**
Hip (left or right side)	$[5,000-25,000]
Pelvis (excluding Coccyx and sacrum)/(left or right side)	$[5,000-25,000]
Skull (excluding nose, lower jaw and teeth)	$[3,000-10,000]
Neck	$[3,000-10,000]
Thigh (excluding kneecap)/(left or right side)	$[2,500-12,500]
Upper Arm (left or right side)	$[2,500-12,500]
Ankle (left or right side)	$[1,500-7,500]
Lower Leg (excluding kneecap)/(left or right side)	$[1,500-7,500]
Elbow (left or right side)	$[1,500-7,500]
Heel (left or right side)	$[1,500-7,500]
Shoulder Blade (left or right side)	$[1,500-7,500]
Lower Jaw	$[1,500-7,500]

Collarbone	$[1,500-7,500]
Forearm (excluding wrist)/(left or right side)	$[1,000-5,000]
Wrist (left or right side)	$[1,000-5,000]
Vertebrae (each) – vertebral arch (excluding Coccyx)	$[1,000-5,000]
Sternum (breastbone)	$[1,000-5,000]
Kneecap (left or right side)	$[1,000-5,000]
Cheekbone (left or right side)	$[1,000-5,000]
Hand (excluding fingers, thumb, and/or wrist)/(left or right side)	$[1,000-5,000]
Foot (excluding toes, heel, and/or ankle)/(left or right side)	$[1,000-5,000]
Coccyx	$[1,000-5,000]
Rib (each)	$[200-1,000]

[During the Insured[Person][1]'s lifetime, only one Fracture benefit is payable for each Fracture shown above.][7]][2]

Maximum Benefit Amount. The Maximum Benefit Amount shown in the Schedule is the most the Company will pay for any one accident regardless of the number of Injuries sustained by the Insured [Person][3] as a result of that accident.

Exclusions. In addition to the Exclusions in the Exclusions section of the Policy, and any amendment thereto, the Bone [Dislocation][1] [and] [Fracture][2] Benefit is not payable for:

1. an Injury resulting in a [Dislocation][1] [or] [Fracture][2] if Osteoporosis or Pathological Fracture was diagnosed prior to the Insured[Person][3]'s effective date of coverage for the Bone [Dislocation][1] [and] [Fracture][2] Benefit.
2. Hairline Fractures.

Special Conditions Relating To Osteoporosis Or Pathological Fractures. If an Insured[Person][3]'s claim is payable for a [Dislocation][1] [or] [Fracture][2], and either Osteoporosis or Pathological Fracture is first diagnosed at the time of such claim or first diagnosed prior to the claim but after the Insured[Person][3]'s Effective Date of coverage, the Company will pay the benefit for that claim. However, no further Benefits will be payable for that Insured[Person][3] and coverage under this Rider will be terminated for that Insured [Person][3].

Definitions

As used in this Rider:

[**Coccyx** – means four fused vertebrae at the bottom of the spine.] [2]

[**Dislocation/Dislocated** –means that one or more bones are out of place, out of joint, or out of position.][1]

[**Fracture** – means a break or rupture in the continuity of the bone or cartilage and includes, but is not limited to: complete fractures; compound fractures; compression fractures; depressed fractures; open fractures; simple fractures.] [2]

Hairline Fracture – means a break that appears as a narrow crack along the surface of the bone.

Osteoporosis – means [a bone mineral density of 2.5 standard deviation or more below peak bone mass as measured by Dual energy X-ray absorptiometry (DXA)][8] [the thinning of bone with reduction in bone mass due to depletion of calcium and bone protein][9].

Pathological Fracture – means any Fracture in an area where pre-existing disease has caused weakening of the bone.

[**Reduction** – means restoration to a normal position of a Dislocated bone or joint.][1]

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

President

Secretary

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, 18th Floor, New York, NY 10038
(212) 458-5000
(a capital stock company, herein referred to as the Company)

Policyholder: [ABC Incorporated]
Policy Number: [XXXXXX]
[Participating Organization: [XYZ Company]]

CRITICAL ILLNESS 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 Critical Illnesses that occur 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.

The following is added to **Section IV** of the Policy:

Critical Illness Benefit. The Company will pay, subject to the limitations set out herein, the Benefit Amount shown in the Schedule if an Insured is first Diagnosed with a Critical Illness while coverage for such Insured is in force under this Rider. Once a Critical Illness has been so diagnosed and a Critical Illness Benefit has become payable to an Insured for that Critical Illness, coverage under this Rider terminates and no further benefits are payable for that Insured with respect to the Diagnosis of any other Critical Illness.

[For Critical Illness Benefits to be payable, the Insured must survive for [1 – 90] days after Diagnosis.][1]

The Company reserves the right to have any Critical Illness Diagnosis reviewed by a Physician of its choosing. In the event of any dispute or disagreement regarding the appropriateness or correctness of the Diagnosis, the Company shall have the right to request an examination of the Insured and the evidence used in arriving at such Diagnosis by an independent acknowledged expert selected by the Company in the applicable field of medicine.

The opinion of such expert as to such Diagnosis shall be binding on both the Insured and the Company.

- [**Invasive Cancer** – If an Insured is first Diagnosed with Invasive Cancer [more than [1-180] days][2] after the Insured's effective date of coverage under this Rider, the Company will pay the Benefit Amount shown in the Schedule. The Diagnosis of Invasive Cancer must be positively made by a Physician certified to practice pathological anatomy or osteopathic pathology, upon the basis of a microscopic examination of fixed tissues, or preparations from the hemic system. Such Diagnosis shall be based solely on the accepted criteria of malignancy after a study of the histocytologic architecture or pattern of the suspected tumor, tissue and/or specimen. Clinical diagnosis alone does not meet this standard.][3]

- [**In-Situ Cancer** – If an Insured is first Diagnosed with In-Situ Cancer [more than [1-180] days][2] after the Insured's effective date of coverage under this Rider, the Company will pay the Benefit Amount shown in the Schedule. The Diagnosis In-Situ Cancer must be positively made by a Physician certified to practice pathological anatomy or osteopathic pathology, upon the basis of a microscopic examination of fixed tissues, or preparations from the hemic system. Such Diagnosis shall be based solely on the accepted criteria of malignancy after a study of the histocytologic architecture or pattern of the suspected tumor, tissue and/or specimen. Clinical diagnosis alone does not meet this standard.][4]

- [**Brain Tumor** - If an Insured is first Diagnosed with a Brain Tumor [more than [1-180] days][2] after the Insured's effective date of coverage under this Rider, the Company will pay the Benefit Amount shown in the Schedule. A Brain Tumor must be diagnosed by a neurosurgeon or a neurologist and must be based on confirmatory imaging such as CT scan, MRI or angiography, or by surgical or pathological

evidence of the presence of such brain tumor, and must require surgical removal by craniotomy, unless the tumor is deemed inoperable.][5]

- [**Heart Attack** – If an Insured is first Diagnosed as having suffered a Heart Attack [more than [1-180] days][2] after the Insured's effective date of coverage under this Rider, the Company will pay the Benefit Amount shown in the Schedule. The Diagnosis of Heart Attack must be based on an event which contains all of the following criteria: (1) associated new electrocardiographic (EKG) changes which support the Diagnosis; (2) concurrent diagnostic elevation of cardiac enzymes above normal levels; and (3) confirmatory imaging studies such as thallium scans, MUGA scans, or stress echocardiograms.][6]

- [**Kidney (Renal) Failure** – If an Insured is first Diagnosed with Kidney (Renal) Failure [more than [1-180][2] days] after the Insured's effective date of coverage under this Rider, the Company will pay the Benefit Amount shown in the Schedule. The Diagnosis of Kidney (Renal) Failure must be based on chronic irreversible failure of at least one kidney requiring regular renal dialysis or necessitating kidney transplant.][7]

- [**Stroke** – If an Insured is first Diagnosed with having suffered a Stroke [more than [1-180] days][2] after the Insured's effective date of coverage under this Rider, the Company will pay the Benefit Amount shown in the Schedule. The Diagnosis of Stroke must be made by a licensed neurologist and based on documented neurological deficits and confirmatory neuroimaging studies.][8]

- [**Coronary Artery Bypass** – If an Insured is first Diagnosed, [more than [1-180] days][2] after the Insured's effective date of coverage under this Rider, with a condition that necessitates a Coronary Artery Bypass and receives the Coronary Artery Bypass, the Company will pay the Benefit Amount shown in the Schedule. The Diagnosis of the condition that necessitates the need for a Coronary Artery Bypass must be made by a cardiologist and based on angiographic evidence of the underlying disease.][9]

EXCLUSIONS

The **Exclusions** section of the Policy to which this Rider is attached does not apply to this Rider. The following exclusions apply.

This Rider does not cover any loss caused in whole or in part by, or resulting in whole or in part from, the following:

(a) the Insured's suicide, or intentional self inflicted injury or sickness, while sane or insane.
(b) the Insured's being under the influence of an excitant, depressant, hallucinogen, narcotic, other drug or intoxicant, including those taken under the advice of and as prescribed by a Physician.
(c) the Insured's commission of or attempt to commit an assault or felony.
(d) the Insured's engaging in an illegal activity or occupation.
(e) the Insured's voluntary participation in a riot.
(f) any illness, loss or condition specifically excluded from the definition of any Critical Illness.
(g) war, whether declared or not.
(h) balloon angioplasty, stent insertion, laser relief of an obstruction, and/or other intra-arterial procedure.
[(i) any injury or sickness covered under any state or federal workers' compensation, employer's liability law or similar law.][10]
[(j.) any Pre-Existing Condition[until the Insured has been continuously covered under this Rider for [12, 24] months.][11]][12]

DEFINITIONS

As used in this Rider:

[**Brain Tumor** – means a non-malignant, intracranial tumor.][5]

Critical Illness – means any of the following illnesses: [Invasive Cancer; In-Situ Cancer, Brain Tumor, Heart Attack; Kidney (Renal) Failure; Coronary Artery Bypass and Stroke][13] as each is defined in this Rider. Critical Illness does not include Occupational Cumulative Trauma or Occupational Disease.

[**Coronary Artery Bypass** – means the use of non-coronary blood vessel or blood vessels (either artery or vein) to surgically bypass obstructions in a native coronary artery or arteries through open chest surgery.][9]

Diagnosed/Diagnosis – means a definitive and unequivocal diagnosis made by a Physician within the United States: (1) based upon the Insured's medical records including, but not limited to clinical and laboratory investigations; and (2) meeting any Diagnostic Requirements set forth in this Rider for the particular Critical Illness being diagnosed.

[**Heart Attack** – means the death of a portion of the heart muscle as a result of inadequate cardiac blood supply to the relevant area.][6]

[**Kidney (Renal) Failure** – means end stage failure kidney which: (1) presents as a chronic irreversible failure of at least one kidney to function; and (2) necessitates treatment by regular renal dialysis or kidney transplant.][7]

[**Invasive Cancer** – means a disease which is manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. For the purposes of this definition, it does NOT mean the following:

1. pre-malignant lesions, benign tumors or polyps;
2. leukoplakia;
3. hyperplasia;
4. carcinoid;
5. any tumors in the presence of any human immuno-deficiency virus (HIV);
6. polycythemia;
7. stage A prostate cancer;
8. Duke's stage A colon cancer;
9. intraductal non-invasive breast cancer;
10. stage 0 or 1 transitional cell carcinoma of urinary bladder;
11. any skin cancer other than malignant melanoma with a depth of 1mm or deeper or greater than Clark level 2.
12. $T_1N_0M_0$ (TNM Classification System) papillary carcinoma of the thyroid less than 1 cm in diameter;
13. Chronic Lymphocytic Leukemia RAI stage 0;
14. In-Situ Cancer.][3]

[**In-Situ Cancer** – means carcinoma cancer that is confined to the organ where it first developed and has not spread to other parts of the body. In-Situ Cancer includes Stage 1 Hodgkin's disease.][14]

[**Pre-Existing Condition** - means an injury or sickness for which an Insured incurred charges, received medical treatment, consultation, care or services, including diagnostic measures, took prescribed drugs or medicines, or had symptoms for which an ordinarily prudent person would have consulted a Physician during the [12, 24] months immediately preceding the Insured's effective date of coverage under this Rider.][12]

[**Stroke** – means: (1) a cerebrovascular incident caused by infarction of brain tissue, cerebral hemorrhage, thrombosis, or embolization from an extra-cranial source lasting more than [12 - 36] hours; and (2) producing measurable neurological deficit persisting for at least [15 - 60] days following the occurrence of the Stroke. Transient Ischemic Attacks (TIAs) [and Reversible Ischemic Neurologic Deficits (RIND)][15] are excluded from coverage. Transient Ischemic Attack (TIA)**,** also known as a mini-stroke, occurs when the neurological deficits following an ischemic (lack of oxygen) insult to the brain are transient and last less than 24 hours. [Reversible Ischemic Neurologic Deficits (RIND) occurs when the neurological deficits last less than 3 weeks and cause no permanent brain damage.][15][8]

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

President

Secretary

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	06/21/2010
Comments:			
Attachment:			
AR1.pdf			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	06/21/2010
Bypass Reason:	N/A		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	06/21/2010
Bypass Reason:	N/A		
Comments:			

STATE OF ARKANSAS

CERTIFICATION

This is to certify that the attached form number(s) O30406DBG and O30407DBG achieved a Flesch Reading Ease score of 53.9 and 51.0 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.

Susan E. Martin, Assistant Vice President