

SERFF Tracking Number: AGDE-127004618 State: Arkansas
Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: 47799
Company Tracking Number: A30298NUFIC-AR (REV. 09/07) (HC)
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
Product Name: Direct Marketing
Project Name/Number: W/D PTD & HC Riders/A30298NUFIC-AR (Rev. 09/07) (HC)

Filing at a Glance

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

Product Name: Direct Marketing SERFF Tr Num: AGDE-127004618 State: Arkansas
TOI: H02G Group Health - Accident Only SERFF Status: Closed-Withdrawn State Tr Num: 47799
Sub-TOI: H02G.000 Health - Accident Only Co Tr Num: A30298NUFIC-AR State Status: Withdrawn
(REV. 09/07) (HC)

Filing Type: Form Reviewer(s): Rosalind Minor
Authors: Wanda Coleman, Jolene Baddick, Veronica Bullock, Tara Strehle Disposition Date: 02/07/2011
Date Submitted: 01/26/2011 Disposition Status: Withdrawn
Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: W/D PTD & HC Riders
Project Number: A30298NUFIC-AR (Rev. 09/07) (HC)
Requested Filing Mode: Review & Approval

Status of Filing in Domicile:
Date Approved in Domicile:
Domicile Status Comments: We intend to submit this withdrawal request in our domicile state of PA, we just haven't gotten that far yet.
Market Type: Group
Group Market Size: Small and Large
Overall Rate Impact:

Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type:

Filing Status Changed: 02/07/2011
State Status Changed: 02/07/2011
Created By: Tara Strehle

Deemer Date:
Submitted By: Tara Strehle

Corresponding Filing Tracking Number: A30298NUFIC-AR (Rev. 09/07) (HC)

Filing Description:

Please see withdrawal request letter attached to the Supporting Documentation tab.

Company and Contact

SERFF Tracking Number: AGDE-127004618 State: Arkansas
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Filing Contact Information

Tara Strehle, Senior Regulatory Affairs Analyst tara.strehle@chartisinsurance.com
 503 Carr Road 888-369-5369 [Phone] 31740 [Ext]
 3rd Floor
 Wilmington, DE 19809

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Union Fire Insurance Company of Pittsburgh, Pa.	\$0.00	01/26/2011	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Withdrawn	Rosalind Minor	02/07/2011	02/07/2011

SERFF Tracking Number: AGDE-127004618 *State:* Arkansas
Filing Company: National Union Fire Insurance Company of *State Tracking Number:* 47799
Pittsburgh, Pa.
Company Tracking Number: A30298NUFIC-AR (REV. 09/07) (HC)
TOI: H02G Group Health - Accident Only *Sub-TOI:* H02G.000 Health - Accident Only
Product Name: Direct Marketing
Project Name/Number: W/D PTD & HC Riders/A30298NUFIC-AR (Rev. 09/07) (HC)

Disposition

Disposition Date: 02/07/2011

Implementation Date:

Status: Withdrawn

Comment:

As requested in your letter dated January 26, 2011, Forms A30298NUFIC-AR (Rev. 09/07) (HC), A30298NUFIC-AR (Rev.09/07) (PTDL) and A30298NUFIC-AR (Rev. 09/07) (PTDM) are being withdrawn.

If we could be of further assistance, please let us know.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Withdrawn	Yes
Supporting Document	Application	Withdrawn	Yes
Supporting Document	Withdrawal Request Letter	Withdrawn	Yes
Form	Homecare Benefit Rider	Withdrawn	Yes
Form	Permanent Total Disability Benefit Rider (Single)	Withdrawn	Yes
Form	Permanent Total Disability Benefit Rider (Monthly)	Withdrawn	Yes

SERFF Tracking Number: AGDE-127004618 State: Arkansas
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Form Schedule

Lead Form Number: A30298NUFIC-AR (Rev. 09/07) (HC)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Withdrawn 02/07/2011	A30298NU FIC-AR (Rev. 09/07) (HC)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Other	Other Explanation: Withdrawal Request		A30298NUFI C-AR (Rev. 09-07) (HC).pdf
Withdrawn 02/07/2011	A30298NU FIC-AR (Rev. 09/07) (PTDL)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Other	Other Explanation: Withdrawal Request		A30298NUFI C-AR (Rev. 09-07) (PTDL).pdf
Withdrawn 02/07/2011	A30298NU FIC-AR (Rev. 09/07) (PTDM)	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Other	Other Explanation: Withdrawal Request		A30298NUFI C-AR (Rev. 09-07) (PTDM).pdf

[Homecare Benefit

[(Not Applicable to Insured [or Insured Spouse]¹ [Persons]² Age [70,75,80,85] or Older on the Date of the Accident.)]³

The Company will pay a monthly Homecare benefit as described below, if an Insured [or Insured Spouse]¹ [Person]² is receiving benefits for Permanent Total Disability due to an Injury and requires the Continuous Care of a Qualifying Family Member or Homecare Provider in the Insured's home.

Homecare Benefit

{A.} [Continuous Care provided by Qualified Family Member:

If Continuous Care is provided by a Qualifying Family Member, the Company will pay a benefit equal to [60%]⁴ of the Qualifying Family Member's Monthly Earnings up to a maximum of [50%] of the monthly Permanent Total Disability Benefit the Insured [or Insured Spouse]¹ [Person]² is receiving.]⁵

{B.} [Continuous Care Provided by Homecare Provider:

If Continuous Care is provided by a Homecare Provider, the Company will pay a benefit equal to [50%]⁴ of the monthly Permanent Total Disability benefit the Insured [Insured Spouse]¹ [Person]² is receiving.]⁵

Homecare benefits will be payable for the first [6]⁶ months the Insured [or Insured Spouse]¹ [Person]² receives monthly Permanent Total Disability benefits but will end on the earliest of: (1) the date the Insured [or Insured Spouse]¹ [Person]² ceases to be Permanently Totally Disabled; (2) the date the Insured [Insured Spouse]¹ [Person]² dies; (3) the date the Qualifying Family Member ceases to spend at least [20,30,40] hours per week, or a Homecare Provider ceases to spend [10,15,20] hours per week, to provide Continuous Care to the Insured [or Insured Spouse]¹ [Person]² for any reason.

The Company will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the Company is liable when the Insured [or Insured Spouse]¹ [Person]² is under Continuous Care for less than a full month.

[Only one Homecare Benefit, the largest, is payable for any one month the Insured [or Insured Spouse]¹ [Person]² receives Continuous Care, regardless of the number of Qualifying Family Members or Homecare Providers providing Continuous Care.]⁷

Definitions

Continuous Care – as used in this Benefit, means at least [20,30,40] hours a week of care by a Qualified Family member or at least [10,15,20] hours a week by a Homecare Provider at home for activities related to the physical life, health and safety of the Insured [or Insured Spouse]¹ [Person]² which may include, but are not limited to: assisting with (1) bathing; (2) dressing; (3) toileting; (4) transferring (moving in and out of bed, chair or wheelchair); (5) eating; (6) preparation of meals and (7) transportation to and from doctor appointments.

Full-Time – as used in this Benefit means actively working for wage or profit, for one employer for at least [20,25,30,35,40] hours per week.

Homecare Provider – as used in this Benefit, means a licensed home health care professional or registered nurse, and not a Physician.

Monthly Earnings – as used in this Benefit, means 1/12th of the base annual salary for the 12 months of employment immediately preceding resignation or a leave of absence to provide Continuous Care for an

Insured [or Insured Spouse]² [Person]² exclusive of overtime, bonuses, tips, commissions and special compensation.

Permanently Totally Disabled/Permanent Total Disability – as used in this Benefit, means that the Insured [or Insured Spouse]¹ [Person]²:

1. has suffered any of the following:
 - (a) loss of both hands or feet; or
 - (b) loss of one hand and one foot; or
 - (c) loss of sight in both eyes; or
 - (d) loss of speech and hearing in both ears; or
 - (e) loss of speech or hearing in both ears; or
 - (f) Hemiplegia; or
 - (g) Paraplegia; or
 - (h) Quadriplegia; or
 - (i) Uniplegia;⁸

["Loss of a hand or foot" means complete severance through or above the wrist or ankle joint. "Loss of sight in both eyes" means total and irrecoverable loss of the entire sight in both eyes. "Loss of hearing in both ears" means total and irrecoverable loss of the entire ability to hear in both ears. "Loss of speech" means total and irrecoverable loss of the entire ability to speak.]⁸

["Hemiplegia" means the complete and irreversible paralysis of the upper and lower Limbs of the same side of the body. "Limb(s)" means entire arm or entire leg. "Paraplegia" means the complete and irreversible paralysis of both lower Limbs. "Quadriplegia" means the complete and irreversible paralysis of both upper and both lower Limbs. "Uniplegia" means the complete and irreversible paralysis of one Limb.]⁸

and

2. [is permanently unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training.]⁹ [[However, w]¹⁰ [W]ith respect to an Insured [or Insured Spouse]¹ [Person]² for whom an occupational definition of Permanently Totally Disabled/Permanent Total Disability is not appropriate, Permanently Totally Disabled/Permanent Total Disability means, as used in this Benefit, that the Insured [or Insured Spouse]¹ [Person]² is permanently unable to perform the material and substantial duties of any occupation for which he or she could become qualified for by reason of education, experience or training;]¹¹ [or, in the case of a child under age [15]¹², is unable to attend school on a full-time or part-time basis;]¹³ [[or] is permanently unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured [or Insured Spouse]¹ [Person]² immediately prior to the accident]¹⁴; and
3. requires the Continuous Care of the Qualifying Family Member or Homecare Provider; and
4. requires the supervision of a Physician, unless the Insured [or Insured Spouse]¹ [Person]² has reached his or her maximum point of recovery.

Qualifying Family Member – as used in this Benefit, means the Insured[’s or Insured Spouse’s]¹ [Person’s]² spouse, mother, father, sibling or child who is at least 18 years of age, and who: (1) worked Full-Time during the [90,180,365] day period immediately prior to the date of the accident which caused the Insured [or Insured Spouse]¹ [Person]² to be Permanently Totally Disabled; (2) worked for at least 12 consecutive months prior to the date of the accident which caused the Insured [or Insured Spouse]¹ [Person]² to be Permanently Totally Disabled; (3) took a leave of absence or resigned to care for the Insured [or Insured Spouse]¹ [Person]².]

[Permanent Total Disability Benefit (Single Payment)]

[(Not Applicable to Insured [or Insured Spouse]¹ [Persons]² Age [70, 75, 80, 85] or Older on the Date of the Accident)]³. If, as a result of an Injury, an Insured [or Insured Spouse]¹ [Person]² is rendered Permanently Totally Disabled within [90,120,180,365] days of the accident that caused the Injury, the Company will pay 100% of the Permanent Total Disability (Single Payment) Maximum Amount shown in the Benefit Schedule at the end of [24]⁴ consecutive months of such Permanent Total Disability.

The Company reserves the right, at the end of the [24]⁴ consecutive months of Permanent Total Disability to determine, on the basis of all the facts and circumstances, that the Insured [or Insured Spouse]¹ [Person]² is Permanently Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

Permanently Totally Disabled/Permanent Total Disability as used in this Benefit means that the Insured [or Insured Spouse]¹ [Person]²:

1. has suffered any of the following: [
 - a. loss of both hands or feet; or
 - b. loss of one hand and one foot; or
 - c. loss of sight in both eyes; or
 - d. loss of speech and hearing in both ears; or
 - e. loss of speech or hearing in both ears; or
 - f. Quadriplegia; or
 - g. Paraplegia; or
 - h. Hemiplegia; or
 - i. Uniplegia;]⁵

["Loss of a hand or foot" means complete severance through or above the wrist or ankle joint. "Loss of sight in both eyes" means total and irrecoverable loss of the entire sight in both eyes. "Loss of hearing in both ears" means total and irrecoverable loss of the entire ability to hear in both ears. "Loss of speech" means total and irrecoverable loss of the entire ability to speak.]⁵

["Hemiplegia" means the complete and irreversible paralysis of the upper and lower Limbs of the same side of the body. "Limb(s)" means entire arm or entire leg. "Paraplegia" means the complete and irreversible paralysis of both lower Limbs. "Quadriplegia" means the complete and irreversible paralysis of both upper and both lower Limbs. "Uniplegia" means the complete and irreversible paralysis of one limb.]⁵

and

2. [is permanently unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training.]⁶ [[However, w]⁷ [W]ith respect to an Insured [or Insured Spouse]¹ [Person]² for whom an occupational definition of Permanently Totally Disabled/Permanent Total Disability is not appropriate, Permanently Totally Disabled/Permanent Total Disability means, as used in this Benefit, that the Insured [or Insured Spouse]¹ [Person]² is permanently unable to perform the material and substantial duties of any occupation for which he or she could become qualified for by reason of education, experience or training;]⁸ [or, in the case of a child under age [15]⁹, is unable to attend school on a full-time or part-time basis;]¹⁰ [[or] is permanently unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured [or Insured Spouse]¹ [Person]² immediately prior to the accident;]¹¹ and

3. is under the supervision of a Physician unless the Insured Insured Spouse¹ Person² has reached his or her maximum point of recovery.

[Permanent Total Disability Benefit (Monthly Benefit)]

[(Not Applicable to Insured [or Insured Spouse]¹ [Persons]² Age [70, 75, 80, 85] or Older on the Date of the Accident)]³. If, as a result of an Injury, an Insured [or Insured Spouse]¹ [Person]² is rendered Permanently Totally Disabled within [90,120,180,365] days of the accident that caused the Injury, and if the Permanent Total Disability due to that Injury continues for a period of [6, 12] consecutive months, the Company will pay a monthly benefit equal to the Permanent Total Disability Monthly Benefit shown in the Benefit Schedule starting with the [7th, 13th] consecutive month.

The benefit is payable monthly as long as the Insured [or Insured Spouse]¹ [Person]² remains continuously Permanently Totally Disabled due to that Injury, but ceases on the earliest of:

- (1) the date the Insured [or Insured Spouse]¹ [Person]² ceases to be Permanently Totally Disabled;
- (2) the date the Insured [or Insured Spouse]¹ [Person]² dies; or
- (3) the date the benefit has been paid for the Maximum Number of Months specified for the Permanent Total Disability Benefit in the Benefit Schedule.

The Company will pay benefits calculated at a rate of 1/30th of the monthly benefit for each day for which the Company is liable when the Insured [or Insured Spouse]¹ [Person]² is Permanently Totally Disabled for less than a full month. Only one benefit is provided for any one month of Permanent Total Disability, regardless of the number of Injuries causing the Permanent Total Disability or the number of losses incurred.

[If the Insured [or Insured Spouse]¹ [Person]² returns to any occupation for which he or she is or becomes qualified for by reason of education, experience or training on a full or part-time basis, [or in the case of a child under age [15]⁴, returns to school on a full-time or part-time basis]⁵ he or she may return to Permanent Total Disability status if:

1. the Insured [or Insured Spouse]¹ [Person]² has not been back to work [or school]⁵ for longer than 30 days; and
2. the Insured [or Insured Spouse]¹ [Person]² is again Permanently Totally Disabled due to the same Injury which caused the original Permanent Total Disability.]⁶

[If the Insured [or Insured Spouse]¹ [Person]² engages in any of the usual activities of a person of like age and sex in comparable health, he or she may return to Permanent Total Disability status if:

1. the Insured [or Insured Spouse]¹ [Person]² has not been engaging in such activities for longer than 30 days; and
2. the Insured [or Insured Spouse]¹ [Person]² is again Permanently Totally Disabled due to the same Injury which caused the original Permanent Total Disability.]⁶

Periods of Permanent Total Disability separated by less than 30 consecutive days will be considered one period of Permanent Total Disability unless due to separate and unrelated causes.

The Company reserves the right, at the end of the [6,12] consecutive months of Permanent Total Disability (and as often as it may reasonably require thereafter) to determine, on the basis of all the facts and circumstances, that the Insured [or Insured Spouse]¹ [Person]² is Permanently Totally Disabled, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

Permanently Totally Disabled/Permanent Total Disability as used in this Benefit means that the Insured [or Insured Spouse]¹ [Person]²:

1. has suffered any of the following:
 - a. loss of both hands or feet; or
 - b. loss of one hand and one foot; or
 - c. loss of sight in both eyes; or
 - d. loss of speech and hearing in both ears; or
 - e. loss of speech or hearing in both ears; or
 - f. Hemiplegia; or
 - g. Paraplegia; or
 - h. Quadriplegia; or
 - i. Uniplegia;]⁷

["Loss of a hand or foot" means complete severance through or above the wrist or ankle joint. "Loss of sight in both eyes" means total and irrecoverable loss of the entire sight in both eyes. "Loss of hearing in both ears" means total and irrecoverable loss of the entire ability to hear in both ears. "Loss of speech" means total and irrecoverable loss of the entire ability to speak.]⁷

["Hemiplegia" means the complete and irreversible paralysis of the upper and lower Limbs of the same side of the body. "Limb(s)" means entire arm or entire leg. "Paraplegia" means the complete and irreversible paralysis of both lower Limbs. "Quadriplegia" means the complete and irreversible paralysis of both upper and both lower Limbs. "Uniplegia" means the complete and irreversible paralysis of one Limb.]⁷

and

2. [is permanently unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training.]⁸ [[However, w]⁹ [W]ith respect to an Insured [or Insured Spouse]¹ [Person]² for whom an occupational definition of Permanently Totally Disabled/Permanent Total Disability is not appropriate, Permanently Totally Disabled/Permanent Total Disability means, as used in this Benefit, that the Insured [or Insured Spouse]¹ [Person]² is permanently unable to perform the material and substantial duties of any occupation for which he or she could become qualified for by reason of education, experience or training;]¹⁰ [or, in the case of a child under age [15]¹¹, is unable to attend school on a full-time or part-time basis;]¹² [[or] is permanently unable to engage in any of the usual activities of a person of like age and sex whose health is comparable to that of the Insured [or Insured Spouse]¹ [Person]² immediately prior to the accident;]⁶ and
3. is under the supervision of a Physician unless the Insured [or Insured Spouse]¹ [Person]² has reached his or her maximum point of recovery.]

SERFF Tracking Number: AGDE-127004618 State: Arkansas
 Filing Company: National Union Fire Insurance Company of Pittsburgh, Pa. State Tracking Number: 47799
 Company Tracking Number: A30298NUFIC-AR (REV. 09/07) (HC)
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
 Product Name: Direct Marketing
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Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification	Withdrawn	02/07/2011
Bypass Reason:	N/A		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Application	Withdrawn	02/07/2011
Bypass Reason:	N/A		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Withdrawal Request Letter	Withdrawn	02/07/2011
Comments:			
Attachment:			
	11 01.26 AR-WD Ltr for PTD & HC Riders.pdf		

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA.

Administrative Offices:

A&H Regulatory Affairs Department
P.O. Box 9708
Wilmington, DE 19809



January 26, 2011

SUBMITTED VIA SERFF

Arkansas Department of Insurance

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

NAIC # 012-19445, FEIN 25-0687550

Group Accident Insurance

A30298NUFIC-AR (Rev. 09/07) (HC) – Homecare Benefit Rider

A30298NUFIC-AR (Rev. 09/07) (PTDL) – Permanent Total Disability Benefit Rider (Single Payment)

A30298NUFIC-AR (Rev. 09/07) (PTDM) – Permanent Total Disability Benefit Rider (Monthly Payment)

Forms Withdrawal Request

The above captioned forms were previously approved for use with Group Accident Insurance Policy A30293NUFIC:

Form Number	Form Name	Approval Date
A30298NUFIC-AR (Rev. 09/07) (HC)	Homecare Benefit Rider	March 13, 2008
A30298NUFIC-AR (Rev. 09/07) (PTDL)	Permanent Total Disability Benefit Rider (Single Payment)	March 13, 2008
A30298NUFIC-AR (Rev. 09/07) (PTDM)	Permanent Total Disability Benefit Rider (Monthly Payment)	March 13, 2008

At this time, National Union Fire Insurance Company of Pittsburgh, Pa. will be withdrawing these forms from use in the state of Arkansas.

Sincerely,

Tara E. Strehle

Senior Regulatory Affairs Analyst

A&H Regulatory Affairs Department

Phone: (888) 396-5369, Ext. 31740

Fax: (302) 830-4466

Email: tara.strehle@chartisinsurance.com