

**STATE OF MAINE  
DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION  
BUREAU OF INSURANCE**

IN RE:

National Union Fire Ins. Co. of Pittsburgh  
NAIC Co. Code: 19445  
ME License No. PCF527

Docket No. INS-25-261

**CONSENT AGREEMENT  
AND ORDER**

National Union Fire Insurance Company of Pittsburgh ("National Union Fire"), the Superintendent of the Maine Bureau of Insurance ("the Superintendent"), and the Office of the Maine Attorney General ("the Attorney General") hereby enter into this Consent Agreement pursuant to 10 M.R.S. § 8003(5)(B) to resolve, without resort to an adjudicatory proceeding, violations of the Maine Insurance Code. As set forth in more detail below, National Union Fire violated the Code when it failed to timely file its Market Conduct Annual Statement ("MCAS") as required by 24-A M.R.S. § 220.

**APPLICABLE LAW**

1. The Superintendent of Insurance is the head of the Bureau of Insurance, and he is the State official charged with administering and enforcing Maine's insurance laws and regulations under 24-A M.R.S. §§ 201 and 211.
2. Under 24-A M.R.S. § 12-A, the Superintendent may assess civil penalties, issue a cease and desist order, or take any combination of these and other actions listed within this section against any person who violates any law enforced by the Superintendent; any rule lawfully adopted by the Superintendent; or any lawful order of the Superintendent.
3. Pursuant to 10 M.R.S. § 8003(5)(B), the Superintendent may resolve an investigation without further proceedings by entering into a consent agreement with a licensee and with the consent of the Attorney General.
4. Pursuant to 24-A M.R.S. § 220, the Superintendent may conduct investigations to secure information useful in the lawful administration of any provision of the Insurance Code, and licensees must respond to all lawful inquiries of the Superintendent.
5. Pursuant to 24-A M.R.S. § 221, in determining the scope, nature and timing of an examination of company, the superintendent shall consider criteria included by the

National Association of Insurance Commissioners ("NAIC") in its Market Regulation Handbook.

6. The NAIC's Market Regulation Handbook identifies MCAS data as information that should be considered when deciding whether to examine a company and planning an examination.

#### **STATEMENT OF FACTS**

7. On September 6, 2024, the Bureau notified National Union Fire that it had violated Maine law by failing to timely file its 2024 MCAS. National Union's MCAS was due on April 30, 2024, but the company filed its MCAS on May 3, 2024.
8. In that same message, the Bureau informed National Union Fire that failure to provide this information on time in the future could result in a disciplinary action.
9. This year, National Union Fire's MCAS for its Other Health line of business (LOB) was due on or before May 31, 2025.
10. National Union Fire requested an extension of the due date to June 14, 2025, which was allowed. National Union's second extension request was denied.
11. National Union Fire failed to timely file its MCAS by the extended due date.
12. National Union Fire filed its MCAS on June 23, 2025.

#### **VIOLATIONS OF LAW**

13. As set forth in paragraphs 7 through 12, National Union Fire violated 24-A M.R.S. § 220 by failing to timely file its Maine MCAS for its Other Health LOB.

#### **COVENANTS**

14. National Union Fire agrees to the Statement of Facts and Violations of Law and agrees that it is subject to disciplinary action.
15. National Union Fire accepts as disciplinary action the imposition of a civil penalty in the amount of two hundred fifty dollars (\$250). No later than thirty (30) days after executing this Consent Agreement, National Union Fire will remit to the Maine Bureau of Insurance a company check in the amount of two hundred fifty dollars (\$250) payable to the Treasurer of the State of Maine.
16. This Consent Agreement is not subject to appeal. National Union Fire waives any right it might have to appeal any matter that is a subject of this Consent Agreement.

17. This Consent Agreement constitutes an Order of the Superintendent. A violation of its terms is enforceable by the Superintendent pursuant to 24-A M.R.S. §§ 12-A and 211.
18. This Consent Agreement is also enforceable by an action in Maine Superior Court pursuant to 24-A M.R.S. § 214, 10 M.R.S. § 8003(5)(B), and 14 M.R.S. § 3138.
19. The effective date of this Consent Agreement is the date of the Superintendent's signature hereto.
20. This Consent Agreement may be modified only by a written agreement executed by all the parties hereto. Any decision to modify, continue or terminate any provision of this Consent Agreement rests in the discretion of the Superintendent and the Attorney General.
21. This Consent Agreement is a public record as that term is defined by 1 M.R.S. § 402(3). It is subject to the provisions of the Maine Freedom of Access Act, 1 M.R.S. §§ 401 through 410, and it will be available for public inspection and copying as provided for by 1 M.R.S. § 408-A.
22. This Consent Agreement is also an adverse action and will be reported to the Regulatory Information Retrieval System ("RIRS") database at the NAIC.
23. Nothing in this Consent Agreement shall be construed to affect any right or interest of any person not a party hereto.
24. Terms of this Consent Agreement constitute the entire agreement between and among the parties.
25. If any provision of this Consent Agreement is for any reason determined to be invalid, the effectiveness and enforceability of all other provisions of the Consent Agreement shall not be affected by such determination.
26. This Consent Agreement may be signed in counterparts, with all counterparts together constituting one original instrument.
27. By the duly-authorized signature of its representative on this Consent Agreement, National Union Fire warrants that it has consulted with counsel before signing the Consent Agreement or has knowingly and voluntarily decided to proceed in this matter without consulting counsel, that it understands this Consent Agreement, and that it enters into the Consent Agreement voluntarily and without coercion of any kind from any person.
28. As consideration for National Union Fire's execution of and compliance with the terms of this Consent Agreement, the Superintendent and the Attorney General agree to forego pursuing further disciplinary measures or other civil or administrative sanctions for the specific conduct described above in this Consent Agreement. However, should National

**Union Fire fail to comply with any term or condition of this Consent Agreement, it may be subject to any available remedy under the law for such a failure or violation.**

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**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH**


Dated: September 25, 2025



Name: Steven Harris  
Title: Vice President

**FOR THE OFFICE OF THE ATTORNEY GENERAL**

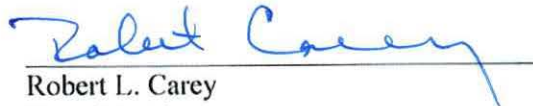
Dated: Oct. 8, 2025



Name: Thomas C. Sturtevant, Jr.  
Assistant Attorney General

**THE SUPERINTENDENT OF THE MAINE BUREAU OF INSURANCE**

Dated: Oct. 14, 2025



Robert L. Carey  
Superintendent