

SERFF Tracking Number: SEFL-125867779 State: Arkansas
Filing Company: Assurity Life Insurance Company State Tracking Number: 40644
Company Tracking Number: W H0230 - 1008
TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity
Product Name: HI+ refile
Project Name/Number: HI+ refile/W H230 - 1008

Filing at a Glance

Company: Assurity Life Insurance Company

Product Name: HI+ refile

SERFF Tr Num: SEFL-125867779 State: ArkansasLH

TOI: H14I Individual Health - Hospital Indemnity SERFF Status: Closed

State Tr Num: 40644

Sub-TOI: H14I.000 Health - Hospital Indemnity Co Tr Num: W H0230 - 1008

State Status: Approved-Closed

Filing Type: Form

Co Status: sent to state

Reviewer(s): Rosalind Minor

Author: Kristi Hendrickson

Disposition Date: 10/27/2008

Date Submitted: 10/22/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: HI+ refile

Status of Filing in Domicile: Pending

Project Number: W H230 - 1008

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Pending

Explanation for Combination/Other:

Market Type: Individual

Submission Type: Resubmission

Previous Filing Number: DOI #38933

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/27/2008

Deemer Date:

State Status Changed: 10/27/2008

Filing Description:

Corresponding Filing Tracking Number:

Form Numbers Form Title

W H230 – 1008 (AR) Hospital Indemnity Policy

OC-W H230 – 1008 (AR) Outline of Coverage

Dear Sir or Madame:

Assurity Life Insurance Company submits the above captioned forms for review and approval. Once approved, the

SERFF Tracking Number: SEFL-125867779 State: Arkansas
Filing Company: Assurity Life Insurance Company State Tracking Number: 40644
Company Tracking Number: W H0230 - 1008
TOI: H141 Individual Health - Hospital Indemnity Sub-TOI: H141.000 Health - Hospital Indemnity
Product Name: HI+ refile
Project Name/Number: HI+ refile/W H230 - 1008

forms will replace forms W H230 (AR) and OC-W H230 (AR), which were previously submitted and approved by your department on May 12, 2008 under DOI #38933.

The Exclusions section of the base policy and outline of coverage has been revised by removal of “for Hospital Confinements”. This revision is the only change that has been made in an effort to clarify that the exclusions also apply to any attached riders.

Form W H230 – 1008 (AR) is a hospital indemnity policy that provides a fixed daily benefit for inpatient, maternity and skilled nursing facility stays. An individual has the choice of a 180 or 365 day benefit period and the choice of a 0 or 7 day elimination period for sickness.

Form OC-W I220 – 1008 (AR) is the corresponding outline of coverage for policy form W H230 – 1008 (AR).

Marketing: These forms will be marketed to individuals at the worksite, using payroll deduction for premiums.

Should you have any questions or concerns regarding this submission, please contact me at 800-276-7619, ext 3452. I may also be reached via email at policyfiling@assurity.com.

Best regards,
Kristi Hendrickson
Policy Filing Specialist
Compliance/Policy Filing Unit
New Business Services

Company and Contact

Filing Contact Information

Kristi Hendrickson, Policy Filing Specialist policyfiling@assurity.com
1526 K Street (402) 437-3452 [Phone]
Lincoln, NE 68508 (402) 437-3802[FAX]

Filing Company Information

SERFF Tracking Number: SEFL-125867779 State: Arkansas
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Project Name/Number: HI+ refile/W H230 - 1008

Assurity Life Insurance Company CoCode: 71439 State of Domicile: Nebraska
1526 K Street Group Code: -99 Company Type: Life/Health
P.O. Box 82533
Lincoln, NE 68501-2533 Group Name: State ID Number:
(800) 276-7619 ext. [Phone] FEIN Number: 38-1843471

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Assurity Life Insurance Company	\$50.00	10/22/2008	23393658

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/27/2008	10/27/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	10/24/2008	10/24/2008	Kristi Hendrickson	10/24/2008	10/24/2008

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Disposition

Disposition Date: 10/27/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SEFL-125867779 *State:* Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Act Memo and Rates	Approved-Closed	No
Form	Hospital Indemnity Policy	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 10/24/2008
Submitted Date 10/24/2008

Respond By Date

Dear Kristi Hendrickson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Hospital Indemnity Policy (Form)

Comment: The rates and actuarial memorandum must be submitted for this policy.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/24/2008
Submitted Date 10/24/2008

Dear Rosalind Minor,

Comments:

Response 1

Comments: We are including the requested information however please note as indicated in our cover letter that this is a revision filing of the forms which were approved May 12, 2008 under DOI #38933. The rates and Actuarial memorandum have been approved. This revision filing does not effect rates. We only removed "for hospital confinements" under the exclusions section of both forms.

Related Objection 1

Applies To:

- Hospital Indemnity Policy (Form)

Comment:

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The rates and actuarial memorandum must be submitted for this policy.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Act Memo and Rates

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Kristi Hendrickson

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Form Schedule

Lead Form Number: W H230 - 1008 (AR)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	W H230 - 1008 (AR)	Policy/Cont	Hospital Indemnity ract/Fratern Policy al Certificate	Revised	Replaced Form #: W 50 H230 (AR) Previous Filing #: DOI #38933		AR_W H230_P_RF.p df
Approved-Closed	OC-W H230 - 1008 (AR)	Outline of Coverage	Outline of Coverage	Revised	Replaced Form #: 50 OC-W H230 (AR) Previous Filing #: DOI #38933		AR_OC-W H230_OC_RF .pdf

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POLICY SCHEDULE

FORM NO.	BENEFIT	INITIAL ANNUAL PREMIUM
W H230 - 1008 (AR)	Hospital Indemnity Benefits	[\$]
	Daily Benefit	[\$50 - \$1,000]
	Maximum Benefit Period	[180, 365] Days
	Elimination Period – Injury	0 Consecutive Days
	Elimination Period – Sickness	[0, 7] Consecutive Days

ADDITIONAL BENEFITS ARE EXPLAINED IN THE POLICY.

[R WH231	Accidental Death and Dismemberment Benefit Rider	[\$]
	Employee	[\$5,000 - \$50,000]
	[Spouse	\$5,000 - \$25,000]
	[Child	\$5,000]
R WH232	Critical Illness Benefit Rider	[\$]
	Benefit Amount	[\$5,000, \$10,000]
R WH233	Diagnostic Benefit Rider	[\$]
R WH234	Emergency Accident Benefit Rider	[\$]
	Benefit Amount	[\$100, \$150, \$200]
R WH235	First Hospital Admission Benefit Rider	[\$]
R WH236	Intensive Care Unit Benefit Rider	[\$100 – 1,500]
R WH237	Outpatient Sickness Benefit Rider	[\$]
	Benefit Amount	[\$25, \$50, \$75, \$100]
R WH238	Private Duty Nursing Benefit Rider	[\$]
		\$50 per day
R WH239	Surgical and Anesthesia Benefit Rider	[\$]
	Benefit Amount	[\$500 - \$5,000]
R WH240	Wellness Benefit Rider	[\$]]

INSURED PERSON(S)	ISSUE AGE(S)	POLICY NUMBER:	[1234567890]
[John Doe] (primary)	[38]	ISSUE DATE:	[September 15, 2006]
[Jane Doe]	[36]	MODAL PREMIUM:	[\$]
[Jamie Doe]	[14]	PREMIUM MODE:	[1 month]
[Jason Doe]	[12]		
[Jenny Doe]	[10]		
[Jake Doe]	[8]		
[Jackie Doe]	[6]		
[Jerome Doe]	[4]		
[Jackson Doe]	[2]		

DEFINITIONS

Calendar Year means the period of time that begins on January 1 and ends on December 31, of the same year.

Complications of Pregnancy means a condition (when the pregnancy is not terminated) the diagnosis of which is distinct from pregnancy but which is adversely affected by pregnancy or caused by pregnancy, and include, but is not limited to: acute nephritis, nephrosis, cardiac decompensation, missed abortion and similar medical and surgical conditions of comparable severity, an ectopic pregnancy which is surgically terminated or spontaneous termination of pregnancy which occurs during a period of gestation when a viable birth is not possible; and pernicious vomiting (hyperemesis gravidarum), pre-eclampsia and toxemia with convulsions (eclampsia of pregnancy). Complications of Pregnancy cease upon termination of the pregnancy.

Complications of Pregnancy does not include false labor, pre-term contractions of labor, advanced maternal age, occasional spotting, non-emergency Caesarean section, Physician prescribed rest during the period of pregnancy, morning sickness and similar conditions which, although associated with the management of a difficult pregnancy and back pain, are not medically classified as distinct Complications of Pregnancy.

Confined/Confinement means the assignment to a bed as a resident inpatient in a Hospital or an observation unit within a Hospital. The confinement must:

- be due to a Covered Injury or Sickness;
- be for at least 20 hours; and
- be at the direction of and under the supervision of a Physician.

Cosmetic Care means the surgical alteration of tissue for the improvement of appearance, which is not intended to effect a substantial improvement or restoration of bodily function.

Covered Injury means an accidental bodily injury that happens to an Insured Person which (a) occurs after the Issue Date; (b) occurs while this policy is in force; and (c) is not caused by or a result of an activity or condition listed in Exclusions in this policy.

Daily Benefit means the amount We agree to pay You if an Insured Person is Confined to a Hospital, subject to the Hospital Confinement Benefit provisions of this policy. See the Policy Schedule.

Dependent Child(ren) means any natural child, step-child, legally adopted child or child placed into Your custody for adoption who: (a) is unmarried; (b) is living with You in a regular parent child relationship; (c) qualified as a dependent of You or Your Spouse for tax purposes according to the United States Internal Revenue Code; and (d) is younger than age 25.

Elimination Period means the number of consecutive days an Insured Person must be Confined to a Hospital during each One Period of Confinement before We pay the Daily Benefit. See the Policy Schedule. We do not pay Daily Benefits during the Elimination Period.

Emergency Care means those health care services that are provided for a Covered Injury of sufficient severity that would cause a reasonably prudent person to seek immediate medical attention.

Employed on a Full-Time Basis means You are:

- performing in the usual manner all of the regular duties of Your occupation on a scheduled work day; and
- performing these duties at one of the places of business where You normally do such duties or at a location to which Your employer sends You.

You are said to be Employed on a Full-Time Basis on a day which is not a scheduled work day only if You would be able to perform in the usual manner all of the regular duties of Your occupation if it were a scheduled work day and You were Employed on a Full-Time Basis on the last preceding regular work day.

Employee means the person named in the Policy Schedule as the primary Insured Person. An Employee must work for pay at least 30 hours per week.

Foster Child means a minor over whom You have been appointed guardian or foster parent by a court of competent jurisdiction.

Hospital means a primary care medical facility operated pursuant to law. The Hospital must have organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24 hour nursing services by or under the supervision of a RN (registered nurse), and be supervised by a staff of one or more Physicians. The Hospital also maintains on its premises the patient's written history and medical records.

Not included as a Hospital is an institution or part of such Hospital or institution which is licensed or used principally as: (a) a hospice unit (including any bed designated as a hospice bed); (b) a swing bed; (c) a convalescent home; (d) a rest or nursing facility; (e) a skilled nursing facility; (f) a psychiatric unit; (g) a rehabilitation unit or facility; or (h) a facility which primarily cares for the aged, drug addicts or alcoholics.

Immediate Family means the Spouse, father, mother, children or siblings of any Insured Person.

Insured Person means You or any other person(s) insured for the benefits of this policy.

Issue Date means the date You first become insured for the benefits of this policy. The Issue Date is shown on the Policy Schedule.

Maximum Benefit Period means the maximum period of time the Daily Benefit is payable for any One Period of Confinement. See the Policy Schedule.

Medically Necessary means that which is (a) prescribed by a Physician; (b) considered to be necessary and appropriate for the diagnosis and treatment of the condition; and (c) commonly accepted as proper care or treatment of the condition. Medically Necessary care does not include care (a) provided only as a convenience to the Insured Person or provider; and (b) in excess (in scope, duration, or intensity) of that level of care which is needed to provide safe, adequate and appropriate diagnosis and treatment. The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

Medically Necessary Reconstructive Surgery means surgery to:

- restore a normal bodily function;
- correct functional impairment by anatomic alteration made necessary as a result of a congenital birth defect; or
- reconstruct a breast or breasts following mastectomy, including surgery to the non-diseased breast to achieve symmetry.

Mental or Nervous Disorder means any disorder listed in the *Diagnostic and Statistical Manual of Mental Disorders* published by the American Psychiatric Association, excluding Alzheimer's disease, dementia, and organic brain damage caused by an accident or head trauma.

One Period of Confinement means Hospital Confinement or Confinements for the same or related cause that are separated by no more than 90 days. Each Hospital Confinement must begin while the coverage is in force for the Insured Person Confined.

Physician(s) means a doctor of medicine or doctor of osteopathy who is duly licensed by the state medical board. Such Physician cannot be an Insured Person's Immediate Family member and must be providing services within the scope of his or her license. Practitioners of homeopathic, naturopathic and related medicines are not Physicians.

Practitioners other than those named above are not Physicians.

Preexisting Condition means a Sickness or physical condition for which, during the 12 months before the Issue Date, the Insured Person:

- had symptoms which would cause an ordinary prudent person to seek diagnosis, care or treatment; or
- received medical consultation, advice or treatment from a Physician or had taken prescribed medication.

Sickness means an illness, disease or condition of the Insured Person.

Spouse means the person to whom You are lawfully married and is named on Your application for this policy as Your Spouse to be insured at the time You first applied for this policy, or who was added to this policy at a later date. You may never have more than one Spouse insured under this policy at any given time.

We, Us, or Our means Assurity Life Insurance Company.

You or Your means the primary Insured Person listed on the Policy Schedule.

PREMIUMS

Premium Payments. The first premium is due on the Issue Date. Premiums will include rider premiums, if any. Premiums paid after the first premium are renewal premiums. We may change the renewal premiums as provided on Page 1.

The date renewal premiums are due is called the due date. Except as provided under the Grace Period, Your policy will end if a renewal premium is not paid by the next due date. All premiums are considered paid when they are received at Our administrative office.

Grace Period. Your premium must be paid on or before the due date or during the 31-day period that follows the due date (Grace Period). The policy stays in force during this time. This Grace Period does not apply if You request termination of this policy.

Reinstatement. If You do not pay Your premium by the end of the Grace Period, Your policy will lapse (will not be in force). If You want Your policy Reinstated (to be in force again), You must:

- apply for Reinstatement; and
- pay a renewal premium.

Your application for Reinstatement requires Our approval. The Reinstated policy is in force on the day We approve Your application. Any premium You give Us before We approve Your application for Reinstatement is held conditionally. It will not be used as premium unless and until We approve Your application for Reinstatement. Conditional premiums will be returned if We do not approve Your application. If We have not already acted, Your policy will be Reinstated 45 days after You apply for Reinstatement.

The Reinstated policy shall cover benefits resulting from such Covered Injury as may be sustained after the date of Reinstatement. The Reinstated policy shall also cover benefits due to such Sickness as may begin more than ten days after the date of Reinstatement.

Refund of Unearned Premium. If Your policy terminates due to death, We will refund, on a pro-rata basis, the portion of any premiums paid which were applied to periods following the date of Your death.

Unpaid Premiums. When a claim is paid under this policy, any premium then due and unpaid may be deducted by Us from the claim payment and applied to the premium due. If the premium due is more than the amount payable for the claim, no benefits are payable.

HOSPITAL CONFINEMENT BENEFIT

We will pay the Daily Benefit for each day after the Elimination Period an Insured Person is Confined to a Hospital due to a Covered Injury or Sickness. The Confinement must begin while this policy is in force. Benefits payable will not exceed the Maximum Benefit Period for any One Period of Confinement. The Daily Benefit, Elimination Period and the Maximum Benefit Period are shown on the Policy Schedule.

LIMITATIONS

Preexisting Condition. We will pay benefits that result from a Preexisting Condition if this policy and any applicable riders have been in force for more than 12 months from the Issue Date.

This limitation does not apply to the Wellness Benefit Rider or Diagnostic Benefit Rider if they are attached to this policy.

This provision also applies to riders attached to this policy, if any. In applying it, the word "rider" will be used in place of the word "policy."

EXCLUSIONS

We will not pay benefits that are caused by or are the result of an Insured Person:

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing, parakiting or any similar activities;
- riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- receiving injuries caused directly or indirectly while under the influence of a controlled substance or by intoxication as defined by the laws and jurisdiction of the geographical area in which the loss or cause of loss was incurred;
- having elective procedures that are not Medically Necessary, including but not limited to organ donation and elective sterilization;
- having Mental or Nervous Disorders;
- participating in or attempting to commit a felony;
- being incarcerated or is caused while incarcerated in a penal institution or government detention facility;
- engaging in an illegal occupation;
- intentionally self-inflicting an injury;
- committing or attempting to commit suicide, while sane or insane;
- having dental treatment except as the result of a Covered Injury;
- traveling outside the United States, except for those Covered Injuries and Sicknesses that require Emergency Care in a Hospital;
- voluntarily inhaling gas;
- having Cosmetic Care, except when the Hospital Confinement is due to Medically Necessary Reconstructive Surgery;
- being Confined primarily for rest care, convalescent care or for rehabilitation;

- having a Covered Injury or Sickness covered under Worker's Compensation, an Employer's Liability law or similar law; or
- being pregnant, experiencing pregnancy related conditions (other than Complications of Pregnancy), giving birth or otherwise terminating pregnancy during the 10 month period immediately following the Issue Date.

PERSON INSURED

Persons Eligible on Issue Date. The only people eligible for coverage ("Eligible Person(s)") on the Issue Date are:

- Employee;
- Spouse; and
- Dependent Children,

Only the Eligible Persons listed as Insured Persons on the Policy Schedule or by Amendment are covered by this policy. Eligible Persons not so listed are not Insured Persons.

Persons Who Become Eligible After the Issue Date.

Automatic Coverage. A Dependent Child born to You or, if under age 25, adopted by You, placed for adoption with You or placed as a Foster Child with You shall become an Insured Person from the moment of birth, adoption, placement for adoption or placement as a Foster Child if and only if written notice is received by Us and a premium is paid for such Dependent Child within 90 days of birth or before the next premium due date whichever is later, or within 60 days of adoption, placement for adoption or placement as a Foster Child. The required written notice must include the child's name, gender and date of birth, adoption or placement with You.

Except as provided above, any others who become Eligible Persons after the Issue Date can only become Insured Persons after:

- We approve such Eligible Person's written application for coverage; and
- all required premiums are paid.

Termination of Coverage. Coverage for Dependent Children will terminate when any such child no longer meets the definition of Dependent Children. Coverage for any Spouse will terminate when such Spouse no longer meets the definition of Spouse.

It is Your responsibility to notify Us of any Eligible Person's loss of eligibility. Our acceptance of premium for any person for whom coverage has terminated will not extend coverage for such person and Our sole liability will be limited to a refund of any premium overpayment.

Continuation of Coverage. If this is a policy that includes coverage for Your Spouse and You die, Your Spouse can keep this policy in force with timely payment of due premiums. Your Spouse must notify Us in writing within 60 days after Your death to continue coverage and begin paying premiums.

TERMINATION

Coverage will terminate and no benefits will be payable under this policy or any attached riders on the earliest of the following:

- when any premium due for this policy is not paid before the end of the Grace Period;
- the end of the period for which premiums have been paid when You give Us a written request to terminate coverage;
- when You establish residence in a foreign country;
- upon Your death; or
- the due date of the first renewal premium following Your 65th birthday, or if You continue to be Employed on a Full-Time Basis after age 65, the due date of the first renewal premium following the date You cease being Employed on a Full-Time Basis. However, in no case shall coverage extend past the due date of the first renewal premium following Your 70th birthday.

CLAIMS PROCEDURE

Notice of Claim. Written notice of claim must be given to Us within 20 calendar days after the loss covered by this policy starts. If notice is not given within that time, it must be given as soon as reasonably possible. Notice must be received at Our administrative office at Assurity Life Insurance Company, P.O. Box 82533, Lincoln, Nebraska 68501-2533. It should include Your name and policy number as shown on the Policy Schedule.

Claim Forms. When We receive the notice of claim, We will send You forms for filing proof of loss. If these forms are not sent to You within 15 calendar days, it shall be deemed that You met the proof of loss requirement by giving Us a written statement of the cause, nature and extent of the loss within the time limit stated in the Proof of Loss provision.

Proof of Loss. Written proof of loss must be given to Us within 120 calendar days after such loss. If it is not reasonably possible to give written proof in the time required, We will not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time of loss unless You were legally incapacitated.

Time of Payment of Claims. Benefits for any loss covered by this policy will be paid after proper written proof of loss is received.

Payment of Claims. All benefits will be paid to You or Your estate. If benefits are payable to Your estate, We may pay up to \$1,000 to any relative of Yours who We find is entitled to it. Any payment made in good faith will fully discharge Us to the extent of the payment.

GENERAL PROVISIONS

Entire Contract; Changes. This policy is a legal contract between You and Us. The entire contract consists of the policy, which includes the application and any attached papers. No change in this policy will be effective until approved by one of Our officers. No sales agent has authority to change this policy or to waive any of its provisions.

Time Limit on Certain Defenses. After three years from the Issue Date of this policy or three years after the last Reinstatement date (only for information completed on the Reinstatement application), We cannot use misstatements, except fraudulent misstatements, in Your application to void coverage or deny a claim for loss.

This provision also applies to riders attached to this policy, if any. In applying it, the word "rider" will be used in place of the word "policy".

Legal Action. You cannot bring a legal action to recover benefits under Your policy for at least 60 days after You have given Us written proof of loss. You cannot start such an action more than three years after the date proof of loss is required.

Misstatement of Age. If the age of an Insured Person has been misstated, an adjustment in premiums, coverage, or both, will be made based on the Insured Person's true age. No misstatement of age will continue insurance otherwise validly terminated or terminate insurance otherwise validly in force.

Assignment. You can transfer, or assign, some or all of Your policy rights to someone else by making a contract with that person. We are not responsible for the validity of any assignment of this policy, nor are We bound by any assignment until We receive a copy of the assignment at Our administrative office.

Physical Examination and Autopsy. We have the right to have an Insured Person examined when and as often as is reasonable during the pending of a claim and to have an autopsy performed where it is not forbidden by law. If We initiate the request, either or both will be done at Our expense.

Conformity with State Statutes. The law of Your state of residence applies. If this policy conflicts with Your state's laws on the Issue Date, it is considered changed to meet those laws. The change will be to the law's minimum requirement.

Periods of Time. All periods of time shown in the policy begin and end at 12:01 a.m. in the standard time zone of Your permanent residence.

Time of Coverage. Coverage starts on the policy Issue Date at 12:01 a.m., in the standard time zone of Your permanent residence. It ends at 12:01 a.m. on the same standard time on the renewal date, subject to the Grace Period. This policy may be renewed only as stated in the Renewal Provision. Each time this policy is renewed, the new term begins when the old term ends.

HOSPITAL CONFINEMENT POLICY

**Guaranteed Renewable to Age 65 – Qualified Right to Renew to Age 70
Company may change premium rates**

READ YOUR POLICY CAREFULLY

ASSURITY LIFE INSURANCE COMPANY
P.O. Box 82533 Lincoln, Nebraska 68501-2533
(866) 289-7337

HOSPITAL INDEMNITY POLICY
OUTLINE OF COVERAGE

A. READ YOUR POLICY CAREFULLY! This Outline of Coverage provides a very brief description of the important features of Your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both You and Us. It is, therefore, important that You **READ YOUR POLICY CAREFULLY**.

B. Hospital Indemnity coverage is designed to provide You with coverage for expenses incurred for the benefits described in the **BENEFITS** section below. The benefits described may be limited as outlined in the **LIMITATIONS** and **EXCLUSIONS** sections.

C. BENEFITS

Hospital Confinement Benefit. We will pay the Daily Benefit for each day after the Elimination Period an Insured Person is Confined to a Hospital. The Confinement must begin while this policy is in force. Benefits payable will not exceed the Maximum Benefit Period for any One Period of Confinement. The Daily Benefit, Elimination Period and the Maximum Benefit Period are shown on the Policy Schedule.

D. LIMITATIONS

Preexisting Condition. We will pay no benefits for a Hospital Confinement that results from a Preexisting Condition unless the Hospital Confinement starts after this policy has been in force for 12 months from the Issue Date. A Preexisting Condition is a Sickness or physical condition for which, during the 12 months before the Issue Date, the Insured Person:

- had symptoms which would cause an ordinary prudent person to seek diagnosis, care or treatment; or
- received medical consultation, advice or treatment from a Physician or had taken prescribed medication.

E. EXCLUSIONS

We will not pay benefits that are caused by or are the result of an Insured Person:

- operating, learning to operate, or serving as a crew member of any aircraft;
- engaging in hang-gliding, hot air ballooning, bungee jumping, parachuting, scuba diving, sail gliding, parasailing, parakiting or any similar activities;
- riding in or driving any motor-driven vehicle in a race, stunt show or speed test;
- officiating, coaching, practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received;
- being exposed to war or any act of war, declared or undeclared;
- actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Army Reserve;
- being addicted to drugs or suffering from alcoholism;
- being under the influence of an excitant, depressant, hallucinogen, narcotic, or any other drug or intoxicant, including those prescribed by a Physician that are misused;
- receiving injuries caused directly or indirectly while under the influence of a controlled substance or by intoxication as defined by the laws and jurisdiction of the geographical area in which the loss or cause of loss was incurred;

- having elective procedures that are not Medically Necessary, including but not limited to organ donation and elective sterilization;
- having Mental or Nervous Disorders;
- participating in or attempting to commit a felony;
- being incarcerated or is caused while incarcerated in a penal institution or government detention facility;
- engaging in an illegal occupation;
- intentionally self-inflicting an injury;
- committing or attempting to commit suicide, while sane or insane;
- having dental treatment except as the result of a Covered Injury;
- traveling outside the United States, except for those Covered Injuries and Sicknesses that require Emergency Care in a Hospital;
- voluntarily inhaling gas;
- having Cosmetic Care, except when the Hospital Confinement is due to Medically Necessary Reconstructive Surgery;
- being Confined primarily for rest care, convalescent care or for rehabilitation;
- having a Covered Injury or Sickness covered under Worker's Compensation, an Employer's Liability law or similar law; or
- being pregnant, experiencing pregnancy related conditions (other than Complications of Pregnancy), giving birth or otherwise terminating pregnancy during the 10 month period immediately following the Issue Date.

F. RENEWABILITY

This policy is guaranteed renewable to age 65. That means as long as You pay premiums when due, We cannot cancel or change Your policy.

G. PREMIUMS

We reserve the right to change the premium rates. If We do this, We can only do it for all Policies in Your class. You will be given 31 days notice by mail prior to any premium change.

H. OPTIONAL BENEFIT RIDERS

Accidental Death and Dismemberment Benefit Rider – We will pay this benefit if the Primary Insured Person sustains a Covered Injury that results in death or loss of both hands or both feet, subject to the Limit on Payment of Benefit Amount.

Critical Illness Benefit Rider – We will pay this benefit if an Insured Person receives a First Ever Diagnosis for one of the Specified Critical Illnesses shown below if:

- the Date of Diagnosis is after the Waiting Period;
- the Date of Diagnosis is while coverage under this rider is in force; and
- the Specified Critical Illness is not excluded by name or specific description in this rider.

Specified Critical Illness

Heart Attack
Stroke
Invasive Cancer
Carcinoma in situ

Diagnostic Benefit Rider – We will pay this benefit for each Insured Category when a charge is incurred for one and only one of the following:

- angiogram;
- CT (computerized tomography) scan;
- CTA (computerized tomography angiogram) scan;
- MRI (magnetic resonance imaging);
- MRA (magnetic resonance angiogram); or
- EEG (electroencephalogram).

Emergency Accident Benefit Rider – We will pay this benefit if an Insured Person sustains a Covered Injury in which they receive Emergency Care provided in an Emergency Room, Urgent Care Facility or a Physician's office.

First Hospital Admission Benefit Rider – We will pay this benefit for an Insured Person's First Hospital Confinement. The Benefit Amount payable will be for the total number of days of First Hospital Confinement.

Intensive Care Unit Benefit Rider – We will pay this benefit for an Insured Person who is Confined in a Hospital Intensive Care Unit.

Outpatient Sickness Benefit Rider – We will pay this benefit amount if an Insured Person incurs Outpatient Treatment due to a Sickness.

Private Duty Nursing Benefit – We will pay this benefit for private duty nursing care and attendance received while Confined in a Hospital due to a Covered Injury or Sickness.

Surgical and Anesthesia Benefit Rider – We will pay this benefit if an Insured Person undergoes a surgical procedure listed in the Surgical Schedule.

If a Surgical Benefit is paid and charges are made by a Physician for anesthesia administered in connection with such surgical procedure, We will pay an amount equal to 25% of the Surgical Benefit.

SURGICAL SCHEDULE

INTEGUMENTARY SYSTEM REPAIR

- Incision and drainage of cyst
- Acne surgery
- Skin biopsy
- Excision of benign tumor
- Excision of malignant tumor (trunk, arms or legs)
- Excision of malignant tumor (face, scalp, ears, neck, hands, genitalia or feet)
- Excision of malignant tumor (eyelids, nose, lips or mucous membrane)
- Excision of nail
- Repair of simple wounds
- Repair of complex wounds (linear repair)
- Repair of skin grafts (single stage)
- Repair of skin grafts (multiple stage)
- Electro-surgical destruction or chemocautery – destroy one benign/premalignant lesion
- Electro-surgical destruction or chemocautery – destroy 2-14 lesions
- Electro-surgical destruction or chemocautery – destroy 15 or more lesions
- Laser destruction of cutaneous vascular lesions over 50 sq. cm
- Laser destruction of flat warts, up to 14 lesions
- Chemosurgery – malignancies of skin

BREAST

- Biopsy, needle core
- Excision of cyst or benign tumor
- Excision of chest wall tumor, including ribs
- Mastectomy, simple
- Mastectomy, radical
- Mammoplasty, reconstructive
- Excision of seroma

MUSCULOSKELETAL SYSTEM

Bone or Cartilage Graft

- Arthrodesis, lumbar
- Spinal fusion for scoliosis
- Spinal fusion with removal of intervertebral disc

- Skull
- Nose
- Jaw
- Vertebrae, one or more
- Collar bone
- Shoulder blade (scapula)
- Closed treatment of humeral shaft fracture
- Open treatment of humeral shaft fracture
- Closed treatment of supracondylar or transcondylar humeral fracture
- Open treatment of supracondylar or transcondylar humeral fracture
- Closed treatment of distal radial fracture
- Closed treatment of distal radial fracture with manipulation
- Closed treatment of carpal scaphoid fracture

Fractures

- Open treatment of carpal scaphoid
- Closed treatment of phalangeal shaft fracture, proximal or middle phalanx, finger or thumb
- Closed treatment of fracture great toe, phalanx or phalanges
- Closed treatment of femoral shaft fracture
- Open treatment of femoral shaft fracture
- Closed treatment of tibial shaft fracture
- Open treatment of proximal fibula or shaft fracture
- Closed treatment of trimalleolar ankle fracture
- Closed treatment of calcaneal fracture with manipulation

Shoulder or Elbow Joints

- Arthrotomy, acromioclavicular, sternoclavicular joint, including exploration, drainage or removal of foreign body
- Arthrotomy, elbow, including exploration, drainage or removal of foreign body

- Arthroplasty, glenohumeral joint; hemiarthroplasty
- Arthroplasty, elbow, with membrane
- Arthroscopy, shoulder, surgical, decompression of subacromial space with partial acromioplasty

Wrist Joints

- Arthrotomy, radiocarpal or midcarpal joint, with exploration, drainage, or removal of foreign body

- Arthroplasty with prosthetic replacement; distal radius

Hip Joints

- Arthrotomy, hip, with drainage

- Arthroplasty, acetabular and proximal femoral prosthetic replacement (total hip arthroplasty)

Knee Joints

- Arthrotomy, knee with exploration, drainage or removal of foreign body
- Arthroplasty, knee, medial and lateral compartments with or without patella resurfacing

- Arthroscopy debridement/shaving of articular cartilage
- Arthroscopy with meniscectomy (medial and lateral)
- Arthroscopically aided anterior cruciate ligament repair

Ankle Joints

- Arthrotomy, ankle, including exploration, drainage or removal of foreign body
- Arthroplasty, ankle

- Hammertoe, correction
- Fasciotomy

Dislocations

- Jaw
- Collar bone (requiring reduction)
- Shoulder
- Elbow
- Wrist
- Fingers

- Toes
- Hip (closed)
- Hip (open)
- Knee
- Ankle

Tendons

- Repair of ruptured rotator cuff, open
- Reconstruction of complete shoulder (rotator) cuff avulsion, chronic
- Repair, tendon or muscle, flexor, forearm and/or wrist
- Repair or advancement, flexor tendon, not in zone 2 digital flexor tendon sheath, primary or secondary without free graft
- Suture of infrapatellar tendon
- Repair, primary, open or percutaneous, ruptured achilles tendon
- Lengthening of tendon, extensor, hand or finger
- Lengthening of hamstring

Amputations

- Arm at shoulder joint
- Arm below shoulder joint
- Finger
- Leg at hip
- Leg at knee joint
- Toe

RESPIRATORY SYSTEM

Nose

- Excision of nasal polyps
- Submucucous resection, classic nasal sept

Sinuses

- Frontal sinusotomy, simple
- Frontal sinusotomy, radical
- Nasal/sinus endoscopy, surgical; with biopsy, polypectomy or debridement
- Nasal/sinus endoscopy, surgical with ethmoidectomy, total
- Nasal/sinus endoscopy, surgical with maxillary antrostomy
- Nasal/sinus endoscopy, surgical with frontal sinus exploration

Larynx

- Laryngectomy
- Laryngoscopy

Trachea and Bronchi

- Tracheotomy
- Bronchoscopy
- Closure of tracheotomy

Lungs

- Thoracostomy
- Thoracotomy
- Pneumonocentesis
- Thoracentesis
- Pneumonectomy, total
- Pneumonectomy, partial
- Wedge resection of lung, single or multiple

CARDIOVASCULAR SYSTEM

Heart

- Heart transplant
- Catheterization of heart
- Suture of heart wound or injury
- Valvotomy, aortic and pulmonic valve
- Valvotomy, mitral valve
- Valvuloplasty or replacement, aortic and mitral valve
- Valvuloplasty, radical reconstruction
- Replacement, mitral valve, with cardiopulmonary bypass
- Coronary artery bypass, using arterial graft
- Coronary artery bypass, using two arterial grafts
- Coronary artery bypass, using three coronary arterial grafts
- Repair of myocardial aneurysm
- Repair of septal defect
- Angioplasty, percutaneous
- Pervenous or transvenous insertion of pacemaker

Arteries

- Arteriotomy, extremity
- Thromboendarterectomy
- Carotid endarterectomy
- Excision and graft, abdominal aortic aneurysm
- Injection-varicose veins
- Transcatheter placement of stents

CENTRAL VENOUS ACCESS PROCEDURES

- Insertion of tunneled centrally inserted central venous access device
- Insertion of peripherally inserted central venous catheter

HEMIC AND LYMPHATIC SYSTEMS

- Splenectomy
- Biopsy of lymph node
- Radical lymphadenectomy

DIGESTIVE SYSTEM

- Gastrotomy
- Gastrectomy, total
- Gastrectomy, partial
- Gastroscopy
- Gastrostomy
- Gastrorrhaphy
- Enterotomy
- Enterectomy
- Colostomy
- Enterostomy
- Enterolysis
- Diverticulectomy
- Appendectomy
- Laparoscopy, surgical, appendectomy
- Proctectomy
- Proctosigmoidoscopy
- Sigmoidoscopy
- Proctoplasty
- Fistulotomy
- Sphincterotomy
- Fissurectomy or hemorrhoidectomy
- Removal of external hemorrhoids
- Removal of internal hemorrhoids
- Aspiration biopsy of liver, pancreas or bile duct
- Laparoscopic cholecystectomy
- Cholecystectomy with cholangiography
- Excision, cholecystectomy
- Liver transplant
- Pancreatectomy partial
- Pancreatectomy, total
- Laparotomy
- Herniotomy, ventral
- Herniotomy, umbilical
- Herniotomy, inguinal
- Herniotomy, hiatal
- Gastric bypass (Roux-en-y)
- Fundal plication
- Repair of rectocele
- Colonoscopy

URINARY SYSTEM

- Nephrolithotomy
- Renal biopsy
- Nephrectomy
- Lithotripsy
- Kidney transplant
- Cystotomy
- Cystectomy, partial
- Cystectomy, complete
- Cystourethroscopy or cystoscopy
- Cystoplasty
- Dilatation of urethra

GENITAL SYSTEM

Male

- Circumcision
- Orchiectomy
- Reduction of torsion of testis
- Excision of epididymis
- Excision of hydrocele, unilateral
- Excision of varicocele or ligation of spermatic veins for varicocele
- Biopsy, prostate
- Prostatectomy, partial
- Prostatectomy, radical
- Transurethral resection of prostate

Female

- Total abdominal or vaginal hysterectomy with or without removal of tubes or ovaries
- Hysterectomy, radical for cancer including lymph nodes
- Salpingo-oophorectomy
- Anterior colporrhaphy, repair of cystocele with or without repair of urethrocele
- Posterior colporrhaphy, repair of rectocele with or without perineorrhaphy
- Combined anteroposterior colporrhaphy
- Biopsy or removal of cervical lesion or polyp
- Dilation and curettage
- Myomectomy, excision of fibroid tumor, 1 to 4 intramural myomas
- Repair of uterine suspension
- Cesarean delivery
- Vaginal delivery
- Amniocentesis
- Colposcopy, cervix
- Conization, cervix

ENDOCRINE SYSTEM

- Incision and drainage of thyroid gland
- Local excision of thyroid cyst or adenoma
- Thyroidectomy or parathyroidecomy
- Adrenalectomy
- Tonsillectomy
- Tonsillectomy, with adenoidectomy

NERVOUS SYSTEM

- Burr holes
- Crainoplasty
- Craniotomy or craniectomy
- Crainotomy for craniosynostosis, frontal or parietal bone flap
- Craniectomy or craniotomy, drainage of intracranial abscess
- Laminotomy, one interspace, lumbar
- Laminotomy, lumbar
- Laminectomy, facetectomy and foraminotomy, lumbar
- Spinal puncture
- Median nerve decompression carpal tunnel
- Cerebrospinal fluid shunt

EYE

- Removal of eye
- Excision of pterygium
- Sclerotomy, anterior
- Sclerotomy, posterior
- Iridectomy
- Extraction of lens including cataract extraction
- Reattachment of retina
- Muscle operation, one or more muscles
- Excision of lacrimal gland
- Excision of lacrimal sac
- Vitrectomy

EAR

- Drainage of abscess
- Otoscopy
- Myringotomy
- Tympanotomy (diagnostic)
- Tympanotomy with insertion of collar button tube
- Mastoidectomy, single
- Tympanoplasty
- Labyrinthotomy
- Labyrinthectomy

Wellness Benefit Rider – We will pay this benefit for each Insured Category when a charge is incurred for one and only one of the following:

- annual physical
- blood test for triglycerides
- CA 19-9 (blood test for pancreatic cancer)
- fast blood glucose test
- hemocult stool analysis
- PSA (blood test for prostate cancer)
- pap smear
- vaccinations
- vision/hearing exams
- biopsy for skin cancer
- bone marrow biopsy and aspiration
- breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer and cervical cancer)
- chest x-ray
- colonoscopy
- flexible sigmoidoscopy
- mammography
- serum cholesterol test to determine level of HDL and LDL
- serum protein electrophoresis (blood test for Myeloma)
- stress test
- thermography

SERFF Tracking Number: SEFL-125867779 *State:* Arkansas
Filing Company: Assurity Life Insurance Company *State Tracking Number:* 40644
Company Tracking Number: W H0230 - 1008
TOI: H14I Individual Health - Hospital Indemnity *Sub-TOI:* H14I.000 Health - Hospital Indemnity
Product Name: HI+ refile
Project Name/Number: HI+ refile/W H230 - 1008

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SEFL-125867779 State: Arkansas
Filing Company: Assurity Life Insurance Company State Tracking Number: 40644
Company Tracking Number: W H0230 - 1008
TOI: H141 Individual Health - Hospital Indemnity Sub-TOI: H141.000 Health - Hospital Indemnity
Product Name: HI+ refile
Project Name/Number: HI+ refile/W H230 - 1008

Supporting Document Schedules

Satisfied -Name: Certification/Notice **Review Status:** Approved-Closed 10/27/2008
Comments:
Attachment:
AR Cert of Compliance.pdf

Satisfied -Name: Application **Review Status:** Approved-Closed 10/27/2008
Comments:
Application 47-406-05053 was approved under DOI #38933 on May 12, 2008.

Bypassed -Name: Outline of Coverage **Review Status:** Approved-Closed 10/27/2008
Bypass Reason: OCis on the form schedule
Comments:



STATE OF ARKANSAS
CERTIFICATE OF COMPLIANCE

Company Name: Assurity Life Insurance Company.

Form Title(s) and Numbers:

W H230 (AR) Hospital Indemnity Policy

OC-W H230 Outline of Coverage

I hereby certify that to the best of my knowledge and belief, the above forms and submission complies with the following:

- Regulation 19, as well as the other laws and regulations of the State of Arkansas.
- The company's policy issue procedure includes the notice required by Ark. Code Ann. 23-79-138 as addressed in Bulletins 6-87 and 11-88.
- The company's policy issue procedure includes the Life and Health Guaranty Association Notice as set form in Regulation 49.



Carol S. Watson
Vice President, Corporate Secretary

October 22, 2008