

SERFF Tracking Number: LBLI-126342587 State: Arkansas
Filing Company: Liberty Life Insurance Company State Tracking Number: 43850
Company Tracking Number: LTR3004CI(10-09)ET AL
TOI: L04I Individual Life - Term Sub-TOI: L04I.103 Renewable - Single Life -
Fixed/Indeterminate Premium
Product Name: Critical Illness Rider and App to be attached to Level Term Life
Project Name/Number: /

Filing at a Glance

Company: Liberty Life Insurance Company

Product Name: Critical Illness Rider and App to be attached to Level Term Life SERFF Tr Num: LBLI-126342587 State: Arkansas

TOI: L04I Individual Life - Term

SERFF Status: Closed-Approved-Closed State Tr Num: 43850

Sub-TOI: L04I.103 Renewable - Single Life - Fixed/Indeterminate Premium

Co Tr Num: LTR3004CI(10-09)ET AL State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Julie Duncan, Holly Carver, Jennifer Brett

Disposition Date: 10/22/2009

Date Submitted: 10/20/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/22/2009

Explanation for Other Group Market Type:

State Status Changed: 10/22/2009

Deemer Date:

Created By: Julie Duncan

Submitted By: Holly Carver

Corresponding Filing Tracking Number:

Filing Description:

Liberty Life Insurance Company has prepared the above noted forms for your review and approval. These forms are new and are not intended to replace any forms currently on file with your department.

Form number LTR3004CI(10-09) is a rider that is designed to pay a lump sum benefit in the event the insured suffers from a first diagnosis of a specified covered condition. This rider is to be used with term life policy form number

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LTP3001NUW(06-09) that was approved by your state on 08-05-09. It will also be used with future term products that are approved for use in your state.

Form number LTA3005CIA(10-09)AR is the application to be used to market this rider. This supplemental application will be used with application form number LTA3001NUN(06-09) that was also approved by your state on 08-05-09.

In addition to the forms, Actuarial information, filing fees and other necessary filing information is provided. To the best of my knowledge and belief, these forms comply with the statutory and regulatory requirements of your state. These forms contain no unusual or possible controversial items from normal company or industry standards. Please contact me if you need additional information.

Company and Contact

Filing Contact Information

Holly Carver, Compliance Analyst II holly.carver@rbc.com
 2000 Wade Hampton Blvd 864-609-1142 [Phone]
 Greenville, SC 29615 864-609-1039 [FAX]

Filing Company Information

Liberty Life Insurance Company CoCode: 61492 State of Domicile: South Carolina
 2000 Wade Hampton Blvd Group Code: Company Type:
 Greenville, SC 29602 Group Name: State ID Number:
 (864) 609-4815 ext. [Phone] FEIN Number: 44-0188050

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: 2 forms @ \$50.00 each
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Life Insurance Company	\$100.00	10/20/2009	31424089

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/22/2009	10/22/2009

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Disposition

Disposition Date: 10/22/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Critical Illness Rider		Yes
Form	Application		Yes

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Form Schedule

Lead Form Number: LTR3004CI(10-09)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	LTR3004CI(10-09)	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		52.300	LTR3004CI(10-09).pdf
	LTA3005CIA(10-09)AR	Application/Enrollment Form	Initial		51.300	LTA3005CIA(10-09)AR-Doe.pdf

Liberty Life Insurance Company

Home Office: 2000 Wade Hampton Boulevard Greenville, SC 29615

Mailing Address: PO Box 19084 Greenville, SC 29602-9084

CRITICAL ILLNESS RIDER – A LIMITED BENEFIT HEALTH RIDER

Provides a benefit for specified diseases or covered conditions of the Insured attached to and made a part of the Policy

This is not Medicare Supplement coverage

BENEFIT PROVISIONS

Benefit: We will pay the Critical Illness Benefit Amount, shown on the Policy Schedule, (Page 3), subject to the exclusions and limitations of this Rider, when we receive due proof that your Critical Illness First Occurred after the Waiting Period.

In no event will we pay more than one Critical Illness Benefit.

Reduction in Benefit Amount: The Critical Illness Benefit Amount will be reduced by 50% if the Critical Illness First Occurs on or after your Attained Age 70.

DEFINITIONS

ACCIDENTAL INJURY means a bodily injury which occurs as the result of an accident, subject to Exclusions and Limitations, which occurs after the Effective Date of this Rider shown on the Policy Schedule and while this Rider is in force.

CRITICAL ILLNESS means one of the diseases or conditions listed below for which diagnosis is made by a Physician based on diagnostic criteria generally accepted by the medical profession:

Life-Threatening Cancer means a disease, manifested by the presence of a malignant tumor that is characterized by the uncontrolled growth and spread of malignant cells that invade tissue, blood, or the lymphatic system. This includes leukemia and Hodgkin's Disease.

Life-Threatening Cancer does not include: any pre-malignant tumors or polyps; cancer in situ; carcinoid of the appendix; Kaposi's sarcoma; any non-melanoma skin cancer confined to the epidermis or dermis; any malignant melanoma to a depth of 0.84 mm or less; or any cancer that is classified as Stage 0, Stage 1, or Stage A, or other such initial staging classifications (sub-stage classifications are not considered; for example, Stage 1A and Stage 1B shall both be considered Stage 1).

Diagnosis of Life-Threatening Cancer must be made by a Physician certified by the American Board of Pathology or the American Osteopathic Board of Pathology and must be based on the study of the histocytologic architecture or pattern of the suspect tumor, tissue, or specimen. However, if it is not possible to secure a pathological specimen, a clinical diagnosis by a Physician will be acceptable.

No Benefit is payable if diagnosis of any cancer is made within 90 days following the Effective Date of this Rider or date of any reinstatement.

Heart Attack means an acute myocardial infarction diagnosed by a Physician. This is the death of a portion of heart muscle resulting from a blockage of one or more coronary arteries, based on an event that consists of ALL of the following:

- (a) the sudden onset of symptoms consistent with a heart attack; and
- (b) associated new electrocardiographic (EKG) changes that are clearly and directly indicative of a heart attack; and
- (c) elevation of cardiac (heart) enzymes above standard laboratory levels of normal (in the case of creatine phosphokinase (CPK), a CPK-MB measurement must be used).

Stroke means the diagnosis by a Physician of a sudden neurological impairment of sensory and motor functions due to aneurysm rupture, acute cerebral occlusion, or acute cerebral hemorrhage of a cerebral artery, which results in a deficit persisting for at least 30 days following the occurrence of the stroke. Stroke does not mean head injury, transient ischemic attack, or chronic cerebrovascular insufficiency.

Kidney Failure means the diagnosis by a Physician of chronic irreversible failure of both of your kidneys (end stage renal disease), which requires you to undergo regular dialysis.

Major Organ Transplant means you undergo a transplant as the recipient of any of the following organs from a human being: heart, liver, lung or kidney.

Accidental Loss of Consciousness (Coma) means the diagnosis by a Physician of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least 7 days as a result of Accidental Injury.

Accidental Loss of Hearing means the diagnosis by a Physician, who is a certified otolaryngologist, of the permanent loss of hearing in both ears, with an auditory threshold of more than 90 decibels in each ear, as a result of Accidental Injury.

Accidental Loss of Sight means the diagnosis by a Physician, who is a certified ophthalmologist, of the permanent and uncorrectable loss of sight in both eyes as a result of Accidental Injury. Your corrected visual acuity must be worse than 20/200 in both eyes and the field of vision must be less than 20 degrees in both eyes.

Accidental Loss of Speech means the diagnosis by a Physician, who is a certified otolaryngologist, of the total, permanent and irreversible loss of your ability to speak, as a result of Accidental Injury.

Accidental Paralysis means the diagnosis by a Physician of the complete loss of the functional use of two or more of your limbs that persists for 180 consecutive days, as a result of Accidental Injury. A limb means an arm or leg of the Insured.

Severe Burns means the diagnosis by a Physician who is a certified plastic surgeon, that you have sustained third degree burns covering at least 20% of the surface area of your body as a result of Accidental Injury.

FIRST OCCURRED or FIRST OCCURRENCE means a diagnosis by a Physician that your Critical Illness occurs for the first time after the Effective Date of this Rider and while the Policy to which this Rider is attached is in force. Diagnosis of a Critical Illness must be made while you are living.

MEDICALLY NECESSARY or MEDICAL NECESSITY means treatment, services or supplies necessary and appropriate for the diagnosis or treatment of a Critical Illness, based upon generally accepted current medical practice deemed to be normal protocol as determined by the appropriate Federal agency.

It does not include services or supplies which are:

- (a) provided solely as a convenience; or
- (b) not appropriate to the diagnosis, symptoms or treatment; or
- (c) part of a plan of treatment that is experimental or investigational; or
- (d) provided mainly for educational purposes.

PHYSICIAN means a duly licensed practitioner of the healing arts practicing within the scope of his or her license. "Physician" does not include you or anyone related to you as a spouse, a parent, a child, a grandchild, a sibling, a son-in-law or a daughter-in-law.

PRE-EXISTING CONDITION means a condition for which:

- (a) symptoms existed within the two years before the Effective Date of this Rider that would cause an ordinarily prudent person to seek diagnosis, care or treatment; or
- (b) medical advice or treatment was recommended by or received from a Physician within the two years before the Effective Date of this Rider.

SURVIVAL PERIOD means the number of days which you must survive after diagnosis of a Critical Illness.

WAITING PERIOD means the consecutive period of time in which you must be insured under this Rider before a Critical Illness First Occurs.

EXCLUSIONS AND LIMITATIONS

Exclusions: The Benefit is not payable if a covered condition results directly or indirectly, in whole or in part, from:

- (a) intentional self-inflicted injury while sane or self-inflicted injury while insane;
- (b) participating in a riot or insurrection;
- (c) war, or an act of war, whether or not it is declared; or injuries sustained while in the service of any armed force engaged in conflict with another armed force;
- (d) participating in or attempting to commit an assault or felony;
- (e) injury intentionally inflicted by another person(s), unless the insured is an innocent bystander having no part in the altercation which caused the injury;
- (f) travel or flight in or descent from or with any kind of aircraft, unless the insured has no duties with respect to such travel, flight or descent, and is being transported solely as a passenger in an aircraft that is not maintained or operated for military or naval purposes;
- (g) injury occurring while under the influence of alcohol or any drug or controlled substance, or a combination thereof, unless administered on the advice of a Physician and taken as prescribed;

- (h) the use or intake of alcohol or any drug or controlled substance, or a combination thereof, unless administered on the advice of a Physician and taken as prescribed;
- (i) non-therapeutic exposure to radiation; or
- (j) engaging in any of the following activities: skydiving, land or water racing, bungee jumping, scuba diving, cliff diving, hang-gliding, or rock or mountain climbing.

Waiting Period: No Benefit is payable if diagnosis of a Critical Illness is made during the Waiting Period. The Waiting Period of Life-Threatening Cancer is 90 days. The Waiting Period for all other Critical Illnesses is 30 days.

Survival Period: The Critical Illness Benefit will be payable if you remain alive during the Survival Period. The Survival Period for all Critical Illnesses, excluding paralysis, is 30 days. The Survival Period for paralysis is 180 days.

Pre-existing Condition Limitation: Subject to the Time Limit on Certain Defenses provision, the benefit is not payable for a Pre-existing Condition, unless such condition is first diagnosed more than 24 months after the Effective Date of this Rider. After such 24 months period, the benefit will be payable on the same basis as any other Critical Illness, unless it has been specifically excluded under this Rider.

GENERAL PROVISIONS

Rider Premium: The premiums payable for this Rider are shown on the Policy Schedule (page 3), and the renewal premiums are shown on Page 3A of the Policy Schedule.

Time Limit on Certain Defenses: Except as otherwise provided in this provision and the reinstatement provision of the Policy, we may not contest the validity of this Rider based on false statements in the application after this Rider has been in force during the lifetime of the Insured for two years from the Effective Date of this Rider. Subject to applicable law in the state of issue, we may contest the validity of this Rider for fraud committed in obtaining the Rider.

Effective Date: This Rider will take effect as of the Effective Date of this Rider shown on the Policy Schedule, if on that date:

- (a) the first Rider premium has been paid;
- (b) you are alive; and
- (c) all conditions used to determine your insurability remain as stated in the application.

Otherwise, our only liability is to return all premiums paid for this Rider.

Termination: This Rider will terminate on the first to occur of one of the following events:

- (a) lapse, surrender or termination of the Policy;
- (b) the Policy Anniversary following your 80th birthday;
- (c) nonpayment of the Rider premium within the Grace period; or
- (d) the date the Critical Illness Benefit Amount is paid.

If we accept a premium for any period after termination under (b), we will be liable only for the refund of premium paid after termination. The Owner may cancel this Rider by filing Written Notice with us. Termination will occur on the day the request is received.

Consideration: This Rider is issued in consideration of the application and of the payment of the premiums for this Rider as stated on the Policy Schedule. Premiums are payable for the full number of years stated on the Policy Schedule.

Other Provisions: All provisions of the Policy not inconsistent with the provisions of this Rider will apply to this Rider.

Nonparticipating: This Rider does not share in our surplus.

Rider Values: This Rider has no cash value or loan value.

CLAIMS

Notice of Claim: Written Notice of claim must be given to us as soon as reasonably possible.

Claim Forms: When we receive a Written Notice of claim, we will send forms for filing Proof of Loss. If these forms are not provided within 15 days, the Proof of Loss requirements may be met by giving us a written statement of the nature and extent of the claim. We must receive this statement within the time limit stated in the Proof of Loss provision.

Proof of Loss: Written proof of the First Occurrence of a Critical Illness must be given to us within 180 days after such First Occurrence. If it was not reasonably possible to give us proof in the time required, we will not reduce or deny the claim for this reason if the proof is filed as soon as possible. In any event, the proof required must be given no later than one year from the time specified unless you are legally unable to act.

Time of Payment of Claims: The Benefit payable under this Rider will be paid upon receipt of written Proof of Loss which is satisfactory to us.

Payment of Claims: The Benefit will be paid to the Owner. Any benefit unpaid at your death will be paid to your estate.

Physical Examination: We have the right to have you examined, at our expense, by a Physician of our choice as often as is reasonably necessary while a claim is pending.

Legal Actions: No suit or legal action may be brought against us for claims arising out of or related to this rider:

- (a) before 60 days from the date written Proof of Loss is given to us, as required by this Rider; or
- (b) after 6 years from the First Occurrence of a Critical Illness.



Secretary



**RBC
Insurance**

APPLICATION FOR CRITICAL ILLNESS RIDER
Liberty Life Insurance Company, [Greenville, SC]

1. PROPOSED INSURED INFORMATION

Name John Q. Doe SSN 123-45-6789 Male Female
FIRST MI LAST

Date of Birth 01 / 01 / 1974 State of Birth SC Ht 6' 0" Wt 160 Marital Status Single
MM DD YYYY

Residence Address Required (No PO Box) 123 Any Street Mailing Address (if different from Residence Address)
ADDRESS ADDRESS

Anywhere USA 12345
CITY STATE ZIP CODE CITY STATE ZIP CODE

Daytime Phone (888) 111-1111 Evening Phone (888) 111-1111

Email John.Doe@email.net

Critical Illness Benefit Amount \$ 50,000 Policy no. (if adding to an in-force policy) _____

2. HEALTH INFORMATION (Please provide details to Yes answers in the space below.)

1. Have you ever had an application for accident or health insurance rated, declined or withdrawn? Yes No

2. In the past 10 years, have you received any treatment, medical advice, or consultation for; been diagnosed with; or required follow-up for:
a. Alcoholism? Yes No
b. High Cholesterol? Yes No

3. Have your natural parents, brother(s) or sister(s) been diagnosed with or died from any of the following conditions prior to age 60 (check all that apply.)? Yes No

- High Cholesterol Kidney Disease Familial polyposis of the Colon
- Hereditary familial disorders including Huntington's chorea or polycystic kidney disease

(If Yes, please provide full details.)

RELATIVE	CONDITION(S) SUFFERED	AGE AT ONSET	AGE AT DEATH
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Provide complete details to Yes answers:

ACKNOWLEDGEMENT

By signing below, each person applying for coverage represents and agrees to the following:

I have read the application and the statements and answers made in this application are true and complete to the best of my knowledge and belief and are made to obtain the insurance applied for. I understand that the insurance I applied for will take effect only if Liberty Life Insurance Company (the "Company") accepts this application and issues a policy and if, on the date of issue: (1) the first premium has been paid, (2) the proposed insured is alive, and (3) all conditions used to determine the proposed insured's insurability remain as stated in the application. No one except the Company's Home Office officers may make, change or discharge any insurance contract, or bind the Company by making any promises about any policy benefits applied for.

AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

I hereby authorize any licensed physician, medical practitioner, hospital, clinic, or other health care provider, pharmacy benefit manager, insurance company or reinsurer, financial institution, government agency, the Medical Information Bureau, Inc. (the "MIB"), consumer reporting agency, employer or other organization, institution or person to disclose to the insurance administrators, underwriting personnel, claims personnel, investigators, legal counsel, and reinsurers of Liberty Life Insurance Company (the "Company"), the following information pertaining to me: (1) employment information; (2) other insurance coverage and claims; (3) prescribed drugs; (4) past and present physical, mental, drug and/or alcohol conditions; (5) motor vehicle records; (6) avocations; (7) general reputation; and (8) other personal characteristics. I understand and agree that the Company may collect this information for the purpose of determining eligibility for insurance and investigating claims for benefits and that the Company may disclose all or some of my information to its insurance administrators, its reinsurance companies, its agents, the MIB, and other persons or organizations performing business or legal services in connection with my application. This authorization is valid for 24 months. A photographic copy of this authorization is as valid as the original and I am entitled to receive a copy of this authorization upon request. I may revoke this authorization at any time by notifying the Company in writing, subject to state law and the rights of anyone who has relied on this authorization. However, that revocation may cause the Company to reject my application.

NOTICE: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Signed on _____ 10 / 01 _____ 2009
Month Day

x John Q. Doe
Signature of Proposed Insured

x _____
Signature of Owner or Applicant
(if other than Proposed Insured)

RBC Agent
Printed Name of Writing Agent (Required)

x RBC Agent
Signature of Writing Agent (as Witness)

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: ReadabilityAR.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: See application LTA3005CIA(10-09)AR that is attached to Form Schedule. Will also be used with LTA3001NUN(06-09) approved on 8-5-09. Comments:		

READABILITY COMPLIANCE CERTIFICATION

1. Insurer: Liberty Life Insurance Company
PO Box 789
Greenville, South Carolina 29602-0789
2. Certification: I hereby certify that the forms listed below produce Flesch reading ease scores which meet the minimum score required in your state.

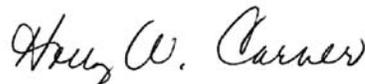
In addition, I certify that the forms, except for schedules and tables, are printed in 10 point type, one point leaded. The words and terminology exempted are: (a) all words and terms defined in the forms, (b) all captions and subcaptions, (c) all tables and schedules, and (d) all medical terms. All exempted items are permitted in your state.

READABILITY SCORE

<u>Name of Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Critical Illness Rider	LTR3004CI(10-09)	52.3
Critical Illness Supplemental Application	LTA3005CIA10-09)AR	51.3*

*combined with Rider form

10-20-09
Date



Holly W. Carver
Compliance Specialist II Policy Forms/Compliance