

SERFF Tracking Number: MGCC-126419273 State: Arkansas
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44332
Company Tracking Number: CH-26116-IP (01/10) AR
TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity
Product Name: CH-26116-IP (01/10)
Project Name/Number: Direct Benefit Series/

Filing at a Glance

Company: The Chesapeake Life Insurance Company

Product Name: CH-26116-IP (01/10) SERFF Tr Num: MGCC-126419273 State: Arkansas

TOI: H14I Individual Health - Hospital Indemnity SERFF Status: Closed-Approved- State Tr Num: 44332
Closed

Sub-TOI: H14I.000 Health - Hospital Indemnity Co Tr Num: CH-26116-IP (01/10) State Status: Approved-Closed
AR

Filing Type: Form/Rate

Reviewer(s): Rosalind Minor

Authors: Kathleen Allen, Jaime
Butler, Kim Perkins

Disposition Date: 12/16/2009

Date Submitted: 12/14/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Direct Benefit Series

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 12/16/2009

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 12/16/2009

Created By: Kathleen Allen

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Kathleen Allen

Filing Description:

Please refer to cover letter under the Supporting Documentation tab.

Company and Contact

Filing Contact Information

Kathleen Allen, Senior Compliance Analyst
9151 Boulevard 26

kathleen.allen@healthmarkets.com
817-255-3590 [Phone]

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 Project Name/Number: Direct Benefit Series/
 North Richland Hills, TX 76180 817-255-8153 [FAX]

Filing Company Information

The Chesapeake Life Insurance Company CoCode: 61832 State of Domicile: Oklahoma
 9151 Boulevard 26 Group Code: 264 Company Type: Health
 North Richland Hills, TX 76180 Group Name: State ID Number:
 (817) 255-3100 ext. [Phone] FEIN Number: 52-0676509

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$50.00 rate filing +\$50.00 policy filing=\$100.00 Total
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Chesapeake Life Insurance Company	\$100.00	12/14/2009	32767574

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	12/16/2009	12/16/2009

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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	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Cover letter	Approved-Closed	Yes
Form	Hospital Confinement Indemnity Policy	Approved-Closed	Yes
Rate	Rates	Approved-Closed	Yes

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Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed 12/16/2009	CH-26116- IP (01/10) AR	Policy/Cont ract/Fratern al Certificate	Hospital Confinement Indemnity Policy	Initial			CH-26116-IP _0110_AR.pdf

THE CHESAPEAKE LIFE INSURANCE COMPANY

A Stock Company

(Hereinafter called: the Company, We, Our or Us)

Home Office: Oklahoma City, Oklahoma

Administrative Office: P.O. Box 982010

North Richland Hills, Texas 76182-8010

Customer Service: 1-800-733-1110

HOSPITAL CONFINEMENT INDEMNITY POLICY

This Policy is effective from 12:01 A.M. standard time on the Policy Effective Date at Your place of residence. It shall continue in effect until terminated in the manner provided within this Policy.

IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION

The attached application is a part of this Policy. Please read it and check it carefully. This Policy is issued on the basis that Your answers are correct and complete. If it is not complete or has an error, please let Us know within 10 days. **IF THE STATEMENTS OR REPRESENTATIONS ARE INCORRECT OR UNTRUE, WE HAVE THE RIGHT TO DENY BENEFITS, OR TO REFORM OR VOID THIS POLICY.** The best time to clear up any misunderstanding is now, before a claim arises!

10 DAY RIGHT TO EXAMINE THE POLICY

It is important to Us that You understand and are satisfied with the coverage being provided to You. If You are not satisfied that this coverage will meet Your insurance needs, You may return this Policy to Us at Our administrative office in North Richland Hills, Texas, within 10 days after You receive it. Upon receipt, We will cancel Your coverage as of the Policy Date, refund all premiums paid and treat the Policy as if it were never issued.

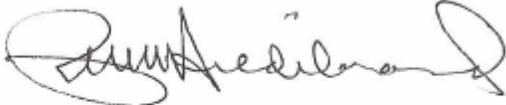
RENEWABILITY

This Policy is guaranteed renewable to age 65, subject to the Company's right to discontinue or terminate the coverage as provided in the TERMINATION OF COVERAGE section of this Policy. The Company reserves the right to change the applicable table of premium rates on a Class Basis.

PRE-EXISTING CONDITIONS

This Policy does not provide benefits for any loss resulting from a Pre-Existing Condition, as defined, unless the loss is incurred at least one year after the Effective Date of Coverage for an Insured Person.

NOTICE TO BUYER: This is a Hospital Confinement Indemnity Policy. This Policy provides limited benefits. Benefits provided are supplemental and are not intended to cover all medical expenses.

	
SECRETARY	PRESIDENT

This Policy is a legal contract between You and Us. **PLEASE READ YOUR POLICY CAREFULLY!**

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POLICY SCHEDULE

PRIMARY INSURED: [John Doe, Sr.] EFFECTIVE DATE OF COVERAGE: [01/02/09]

COVERED DEPENDENTS: EFFECTIVE DATE OF COVERAGE:
[Johnette Doe] [01/02/09]
[John Doe, Jr.] [02/15/09]
[Johnita Doe] [06/22/09]

POLICY NUMBER: [ABC1234567]

POLICY DATE: [01/02/07]

INITIAL PREMIUM: [\$0.00]

MODE OF PAYMENT: [Monthly]

SCHEDULE OF BENEFITS

LIFETIME MAXIMUM [365] Days

WAITING PERIOD

For Sickness

[30] Days

For Injury

[0] Days

DAILY BENEFIT AMOUNT [\$250] [\$500] [\$750] [\$1,000]

HOSPITAL CONFINEMENT BENEFIT

Day [1] - [5]

[100%] of the Daily Benefit Amount

Day [6] - [10]

[50%] of the Daily Benefit Amount

Day [11] and over

[\$100] per day

INTENSIVE CARE/CARDIAC CARE UNIT CONFINEMENT BENEFIT

(Paid in lieu of Hospital Confinement Benefit)

Day [1] - [2]

[200%] of the Daily Benefit Amount

Day [3] - [10]

[100%] of the Daily Benefit Amount

Day [11] - [30]

[50%] of the Daily Benefit Amount

Day [31] and over

[\$100] per day

DEFINITIONS

Class Basis means the classification by which each Insured Person's rates are determined. We will not and cannot change the rates on this Policy unless rates are changed on all Policies issued on the same Class Basis.

Complications of Pregnancy means conditions whose diagnoses are separate and distinct from a normal pregnancy, but adversely affect or are adversely affected by pregnancy and are not from a medical viewpoint, associated with normal pregnancy. This includes: a Medical Emergency or non-elective cesarean section; ectopic pregnancy; spontaneous abortion, severe pre-eclampsia, eclampsia, missed abortion, and similar medical and Surgical conditions of comparable severity. Complications of Pregnancy do not include: false labor, mild pre-eclampsia, edema, prolonged labor, Legally Qualified Physician prescribed rest during the period of pregnancy, morning sickness, and conditions of comparable severity associated with management of a difficult pregnancy, and not constituting a medically classifiable distinct Complication of Pregnancy.

A Complication of Pregnancy arising from, caused by, or associated with a pregnancy existing on the Effective Date of Coverage, will be deemed a Pre-Existing Condition and is subject to the Pre-Existing Condition provision as shown in the EXCLUSIONS AND LIMITATIONS.

Confined/Confinement means an Insured Person's admission to and subsequent continued stay in a Hospital for which a daily charge for room and board is made for each day of Confinement with no discharge or interruption in such Hospital stay.

Covered Dependent means an Eligible Dependent whose coverage has become effective under this Policy and has not terminated.

Effective Date of Coverage means the date coverage becomes effective under this Policy with respect to a particular Insured Person.

Eligible Dependent means Your lawful spouse and Your unmarried natural and adopted children and step-children who reside in Your home for more than 6 months in a year, who are under 19 years of age (the Limiting Age). The Limiting Age is extended from the child's 19th birthday to the child's [24th] birthday if the child is enrolled as a full-time student and attends classes regularly at an accredited college or university.

Hospital means an institution operated pursuant to its license for the care and treatment of sick and injured persons for which a charge is made that the Insured Person is legally obligated to pay. The institution must:

1. Maintain on its premises organized facilities for medical, diagnostic and surgical care for sick and injured persons on an inpatient basis;
2. Maintain a staff of one or more duly licensed Legally Qualified Physicians;
3. Provide 24 hour nursing care by or under the supervision of a registered graduate professional nurse (R.N.); and
4. Is accredited as a Hospital by the Joint Commission on Accreditation of Hospitals.

The term "Hospital" does not include:

1. A hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; an extended care facility; a skilled nursing facility or a facility primarily affording custodial or educational care; care or treatment for persons suffering from mental disease or disorders; care for the aged; or care for persons addicted to drugs or alcohol; and
2. Any military or veteran's hospital, soldier's home or any hospital contracted for or operated by the Federal Government or any agencies thereof for the treatment of members or former members of the Armed Forces, unless the Insured Person is legally required to pay for services in the absence of this insurance coverage.

Immediate Family means the spouse, parent, son, daughter, brother or sister of the Insured Person.

Injury means bodily harm caused by an accident resulting in unforeseen trauma requiring immediate medical attention and is not contributed to, directly or indirectly, by a Sickness.

Insured Person means You or a Covered Dependent under this Policy.

Intensive Care/Cardiac Care Unit means that part of a Hospital which:

1. Is segregated from the rest of the Hospital facilities;
2. Is exclusively reserved for critically ill patients who require audio-visual observation and/or cardiac monitoring as prescribed by the attending Legally Qualified Physician; and
3. Provides room and board, specialized registered graduate professional nurses (R.N.), and special life saving equipment and supplies.

Legally Qualified Physician means a person, other than the Insured Person, a member of the Insured Person's Immediate Family, or a business associate of the Insured Person, who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat Sickness and Injuries. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required under this Policy.

Lifetime Maximum means the maximum number of days for which benefits are payable under this Policy and its Riders, if any, for each Insured Person. The Lifetime Maximum is shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS.

Mental or Nervous Disorder means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder, including but not limited to neurosis, psychoneurosis, psychopathy, psychosis, bipolar Affective Disorder or Autism. Mental or Nervous Disorder does not include Alzheimer's disease or similar forms of dementia resulting from degenerative diseases, stroke, head trauma or viral infection.

Policy means the written description of coverage provided to You.

Pre-Existing Condition means a medical condition, Sickness or Injury not excluded by name or specific description for which:

1. Medical advice, Consultation, or treatment was recommended by or received from a medical practitioner acting within the scope of his or her license, within the two year period before the Effective Date of Coverage; or
2. Symptoms existed which would cause an ordinarily prudent person to seek diagnosis, care or treatment within the two year period before the Effective Date of Coverage.

Sickness means an illness or disease.

Waiting Period means the consecutive period of time beginning from the Effective Date of Coverage in which an Insured Person must be insured under this Policy before benefits are payable. The Waiting Period is shown in the POLICY SCHEDULE.

We, Us and Our means The Chesapeake Life Insurance Company.

You, Your, Yours means the primary insured named in the Policy Schedule whose coverage is effective.

EFFECTIVE DATE OF COVERAGE

Beginning of Coverage

Once We have approved Your application based upon the information You provided therein, the Effective Date of Coverage for You and those Eligible Dependents listed in the application and accepted by Us will be the Policy Date shown in the POLICY SCHEDULE.

Additional Dependents

You may add Eligible Dependents by providing evidence of insurability satisfactory to Us and upon payment of any additional premium, if required.

The acceptance of a new Eligible Dependent will be shown by endorsement and the date of the endorsement will be the Effective Date of Coverage for the new Eligible Dependent.

PREMIUMS

Premium Due Date

Premiums are payable to Us at Our administrative office in North Richland Hills, Texas or any location as designated and communicated by Us. The premium is payable monthly, quarterly, semi-annually or annually, as indicated in the POLICY SCHEDULE. Payment of any premium will not maintain coverage in force beyond the next premium due date, except as provided by the Grace Period. Upon the payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

Grace Period

There is a grace period of 31 days for the payment of any premiums due, except the first. At the end of the 31 day grace period, We may cancel the Policy without further notice. During the grace period, the contract will remain in force; however, the Company is not obligated to pay any claims incurred by Insured Persons during the grace period unless and until the premium due is received during the grace period.

Premium Changes

We reserve the right to change the table of premiums, on a Class Basis, becoming due under the Policy at any time and from time to time; provided, We have given You written notice of at least 31 days prior to the effective date of the new rates. Such change will be on a Class Basis.

Waiver of Premium

We will waive all monthly premiums due for the Policy during Your extended Hospital Confinement. The waiver of premium begins after You have been Hospital Confined for a period of at least [30] consecutive days. The waiver of premium period will expire and premiums will resume under this Policy when You are no longer receiving a Hospital Confinement benefit under this Policy. Once premiums are resumed under this Policy, any new Hospital Confinements will be subject to a [30] day continued Confinement without discharge, before premiums will be waived.

Unearned Premiums Refund

Upon the death of an Insured Person, the proceeds payable to the Insured Person or his/her estate shall include premiums paid for insurance coverage for the period beyond the end of the month in which the death occurred. Unearned Premiums shall be paid in a lump sum payment no later than thirty (30) days after the proof of the Insured Person's death has been furnished to Us.

TERMINATION OF COVERAGE

You

Your coverage will terminate and no benefits will be payable under this Policy:

1. At the end of the month for which premium has been paid, except as provided in the Waiver of Premium provision;
2. On the date You reach age 65;
3. At the end of the month following the date of Our receipt of Your request of termination;
4. On the date of fraud or material misrepresentation by You;
5. On the date We elect to discontinue this plan or type of coverage;
6. On the date We elect to discontinue all coverage in Your state; or
7. On the date an Insured Person is no longer a permanent resident of the United States.

Premium will only be refunded for any full months paid beyond the termination date.

Covered Dependents

Your Covered Dependent's coverage will terminate under this Policy on:

1. the date Your coverage terminates;
2. At the end of the month following the date such dependent ceases to be an Eligible Dependent;
3. At the end of the month following the date of Our receipt of Your request of termination; or
4. On the date the Covered Dependent:
 - a. performs an act or practice that constitutes fraud; or
 - b. has made an intentional misrepresentation of material fact, relating in any way to the coverage provided under the Policy, including claims for benefits under the Policy.

Premium will only be refunded for any full months paid beyond the termination date.

The attainment of the limiting age for an Eligible Dependent will not cause coverage to terminate while that person is and continues to be both:

1. incapable of self-sustaining employment by reason of mental retardation or physical handicap; and
2. Chiefly Dependent on You for support and maintenance. For the purpose of this provision "Chiefly Dependent" means the Eligible Dependent receives the majority of his or her financial support from You.

We will require that You provide proof that the dependent is in fact a disabled and dependent person. In the absence of such proof We may terminate the coverage of such person after the attainment of the Limiting Age.

Reinstatement

If coverage under this Policy terminates due to non-payment of premium, We require an application for reinstatement. The reinstatement will not become effective unless We approve such application. We will advise You of the effective date of reinstatement by giving You written notice of the date, by issuing You an amended Policy or by issuing You a new Policy. In any case, the reinstated coverage provides benefits only for:

1. Injury occurring after the effective date of reinstatement; and
2. Sickness first manifesting itself more than 10 days after the effective date of reinstatement.

BENEFITS

Benefits are payable under this Policy for the Hospital Confinement of an Insured Person due to Sickness or Injury. Unless otherwise stated herein, all benefits are subject to:

1. The Lifetime Maximum shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS;
2. The Waiting Period shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS;
3. The Daily Benefit Amount shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS;
4. Any benefit limitations shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS;
5. The EXCLUSIONS AND LIMITATIONS listed below; and
6. All other provisions of the Policy.

HOSPITAL CONFINEMENT BENEFIT

After satisfaction of the Waiting Period, if any, benefits are payable under this Policy for each day an Insured Person is Hospital Confined due to Sickness or Injury, in accordance with the Schedule of Benefits shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS.

EXCLUSIONS AND LIMITATIONS

We will not provide any benefits for any loss caused by, resulting from or in connection with:

1. Any care or benefits which are not specifically provided for in this Policy;
2. Any act of war, declared or undeclared;
3. Active military duty in the service of any country;
4. Participation in a riot, civil commotion or insurrection;
5. Suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
6. Mental or Nervous Disorders;
7. Mandibular or maxillofacial surgery to correct growth defects after one year from the date of birth, jaw disproportions or malocclusions, or to increase vertical dimension or reconstruct occlusion;
8. Weight loss or modification, or complications arising therefrom, or procedures resulting therefrom, or for surgical treatment of obesity, including wiring of the teeth and all forms of surgery performed for the purpose of weight loss or modification;
9. Breast reduction or augmentation unless necessary in connection with breast reconstructive surgery following a mastectomy performed while insured under the Policy;
10. Modification of the physical body in order to improve the psychological mental or emotional well-being of the Insured Person, such as sex-change surgery;
11. Payment for care for military service connected disabilities for which the Insured Person is legally entitled to services and for which facilities are reasonably available to the Insured Person and payment for care for conditions that state or local law requires be treated in a public facility;
12. Experimental or investigational medicine;
13. Any treatment or procedure that either promotes or prevents conception or prevents childbirth, including but not limited to: (a) artificial insemination; (b) in-vitro fertilization or other treatment for infertility; (c) treatment for impotency; (d) sterilization or reversal of sterilization; or (e) abortion (unless the life of the mother would be endangered if the fetus were carried to term), unless otherwise stated herein;
14. Cosmetic surgery;
15. Radial keratotomy or any eye surgery when the primary purpose is to correct nearsightedness, farsightedness, astigmatism, or any other refractive error;
16. Operating any motorized passenger vehicle for wage, compensation or profit;
17. Drug abuse or addiction including alcoholism, or overdose of drugs, narcotics, or hallucinogens, directly or indirectly;
18. An overdose of drugs, being intoxicated or under the influence of intoxicants, hallucinogens, narcotics or other drugs, directly or indirectly;
19. Directly or indirectly engaging in an illegal occupation or illegal activity or Your being incarcerated;
20. Committing or trying to commit a felony;
21. Normal pregnancy, except for Complications of Pregnancy while Hospital Confined;

22. Hospital Confinement for routine or normal newborn child care;
23. Mountaineering using ropes and/or other equipment, parachuting, hang gliding, officiating or coaching, racing any type of vehicle in an organized or unorganized event, sky diving, scuba diving below 50 feet, motorized racing, para-sailing, experimental aviation, ultra-light flying, base jumping, bungee jumping, heli-skiing or heli-snowboarding; and
24. Travel in or descent from any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a commercial airline (other than a charter airline) certified by the U.S. Federal Aviation Administration (FAA), on a regularly scheduled passenger trip.

Pre-Existing Condition

We will not provide benefits for any loss resulting from a Pre-Existing Condition, as defined, unless the loss is incurred at least one year after the Effective Date of Coverage for an Insured Person.

GENERAL PROVISIONS

Entire Contract

The Entire Contract consists of:

1. This Policy;
2. Any applications for the proposed insured individuals; and
3. Any endorsements, amendments or riders attached.

All statements made by You will, in the absence of fraud, be deemed representations and not warranties.

Only Our President, a Vice President or Secretary has the power on Our behalf to execute or amend the Policy. No other person will have the authority to bind Us in any manner. No agent may accept risks, alter or amend coverage or waive any provisions of the Policy. Any change in the Policy will be made by amendment and signed by Us. Changes made in the Policy that are mandated by state for Federal law will not require the consent of any Insured Person.

Notice of Claim

Written notice of claim must be given to Us within 60 days, or as soon as reasonably possible. Written notice of claim given by or on behalf of the Insured Person to Us with information sufficient to identify such person will be considered notice to Us.

Claim Forms

When We receive the notice of claim, We will send the Insured Person forms for filing proof of loss. If these forms are not furnished within 15 days, the Insured Person will meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the next provision.

Proof of Loss

Written proof of loss must be furnished to Us at Our administrative office in North Richland Hills, Texas or any location as designated and communicated by Us, within 90 days after the date of the loss for which claim is made. Failure to furnish written proof of loss within that time will neither invalidate nor reduce any claim if it is shown that it was not reasonably possible to furnish written proof of loss within that time; provided such proof is furnished as soon as reasonably possible and in no event, in the absence of legal incapacity, later than one year from the time proof is otherwise required.

Time of Payment of Claims

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid upon receipt of proper written proof of loss. Subject to proper written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid upon receipt of proper written proof.

Payment of Claims

We will pay all benefits due under the Policy promptly upon receipt of proper proof of loss.

All indemnities will be payable to the Insured Person. Any accrued indemnities unpaid at the Insured Person's death may, at Our option, be paid to any beneficiary or to the estate of the Insured Person.

Physical Examination and Autopsy

We will, at Our own expense, have the right and opportunity to examine the Insured Person whose Sickness or Injury is the basis of a claim when and as often as We may reasonably require during the pendency of a claim and to make an autopsy in case of death, unless prohibited by law.

Legal Action

No action at law or in equity will be brought to recover on the Policy prior to the expiration of 60 days after proof of loss has been filed as required by the Policy; nor may any action be brought after expiration of 3 years after the time written proof of loss is required to be furnished.

Age Misstatement

If Your age has been misstated, Our records will be changed to show the correct age. The benefits provided will not be affected if You continue to be eligible for coverage at the correct age. However, premium adjustments, including collection of any premium due to Us because of past underpayments, will be made so that We receive the premiums due at the correct age payable on the premium due date following Our notification of an age correction.

Incontestability

After 2 years from the Insured Person's Effective Date of Coverage, no misstatements, except fraudulent misstatements, made in the application will be used to void the coverage, or deny a claim unless the loss was incurred during the first 2 years following such Insured Person's Effective Date of Coverage.

No claim for a loss incurred one year after an Insured Person's Effective Date of Coverage will be reduced or denied as a Pre-Existing Condition.

Conformity

Any provision of this Policy which, on the Effective Date of Coverage, is in conflict with the statutes of the state in which You reside on such date, is hereby amended to conform to the minimum requirements of such statutes.

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 Product Name: CH-26116-IP (01/10)
 Project Name/Number: Direct Benefit Series/

Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 12/16/2009	Rates	CH-26116-IP (01/10) AR	New		CH-26116-IP (0110) AR 20091203 Rates.pdf

The Chesapeake Life Insurance Company

Administration Office: P.O. Box 982010, North Richland Hills, TX 76182-8010

Hospital Confinement Indemnity Policy

CH-26116-IP (01/10) AR

Formula
Round(AgeSex x Base x Inflation x Tobacco x Daily Benefit Amount ,2)

Multiply the Base Rate by 3 for quarterly rates, 6 for semi-annual, and 12 for annual premium rates.

Inflation
1.000000000

A billing fee of up to \$5 may be charged on direct bill modes. A one time application fee of up to \$30 may be applicable.

Base	Factor
Base	9.020

Based on underwriting results, final rates may range from 50% to the maximum percentage allowed by your state of the calculated rates.

Benefit Options	Factor
Daily Benefit Amount 100	0.300000
Daily Benefit Amount 200	0.600000
Daily Benefit Amount 250	0.750000
Daily Benefit Amount 300	0.900000
Daily Benefit Amount 400	1.200000
Daily Benefit Amount 500	1.875000
Daily Benefit Amount 750	2.250000
Daily Benefit Amount 1000	3.000000
Daily Benefit Amount 1500	4.500000

Other benefit factors can be obtained by formula: (Daily Benefit Amount / 100) x 0.300000

Demographic	Value	Factor
Tobacco	No	1.000
Tobacco	Yes	1.170

Age	Factor	Gender	Adult/Dep
00	0.6400	Female	Adult
01	0.6400	Female	Adult
02	0.6400	Female	Adult
03	0.6400	Female	Adult
04	0.6400	Female	Adult
05	0.6400	Female	Adult
06	0.6400	Female	Adult
07	0.6400	Female	Adult
08	0.6400	Female	Adult
09	0.6400	Female	Adult
10	0.6400	Female	Adult
11	0.6400	Female	Adult
12	0.6400	Female	Adult
13	0.6400	Female	Adult
14	0.6400	Female	Adult
15	0.6400	Female	Adult

Age	Factor	Gender	Adult/Dep
16	0.6400	Female	Adult
17	0.6400	Female	Adult
18	0.6300	Female	Adult
19	0.6200	Female	Adult
20	0.6000	Female	Adult
21	0.5800	Female	Adult
22	0.5500	Female	Adult
23	0.5100	Female	Adult
24	0.4400	Female	Adult
25	0.4000	Female	Adult
26	0.4100	Female	Adult
27	0.4300	Female	Adult
28	0.4500	Female	Adult
29	0.4900	Female	Adult
30	0.5100	Female	Adult
31	0.5300	Female	Adult
32	0.5500	Female	Adult
33	0.5800	Female	Adult
34	0.6300	Female	Adult
35	0.6700	Female	Adult
36	0.6900	Female	Adult
37	0.7200	Female	Adult
38	0.7600	Female	Adult
39	0.8200	Female	Adult
40	0.8700	Female	Adult
41	0.8800	Female	Adult
42	0.9000	Female	Adult
43	0.9300	Female	Adult
44	0.9700	Female	Adult
45	1.0100	Female	Adult
46	1.0300	Female	Adult
47	1.0600	Female	Adult
48	1.1100	Female	Adult
49	1.1700	Female	Adult
50	1.2200	Female	Adult
51	1.2600	Female	Adult
52	1.3200	Female	Adult
53	1.4000	Female	Adult
54	1.5200	Female	Adult
55	1.6100	Female	Adult
56	1.6400	Female	Adult
57	1.6800	Female	Adult
58	1.7400	Female	Adult
59	1.8300	Female	Adult
60	1.8900	Female	Adult
61	1.8500	Female	Adult
62	1.7600	Female	Adult
63	1.5900	Female	Adult
64	1.0800	Female	Adult
00	0.6400	Male	Adult
01	0.6400	Male	Adult
02	0.6400	Male	Adult

Age	Factor	Gender	Adult/Dep
03	0.6400	Male	Adult
04	0.6400	Male	Adult
05	0.6400	Male	Adult
06	0.6400	Male	Adult
07	0.6400	Male	Adult
08	0.6400	Male	Adult
09	0.6400	Male	Adult
10	0.6400	Male	Adult
11	0.6400	Male	Adult
12	0.6400	Male	Adult
13	0.6400	Male	Adult
14	0.6400	Male	Adult
15	0.6400	Male	Adult
16	0.6400	Male	Adult
17	0.6400	Male	Adult
18	0.6400	Male	Adult
19	0.6300	Male	Adult
20	0.6200	Male	Adult
21	0.6200	Male	Adult
22	0.6000	Male	Adult
23	0.5800	Male	Adult
24	0.5600	Male	Adult
25	0.5400	Male	Adult
26	0.5500	Male	Adult
27	0.5700	Male	Adult
28	0.5900	Male	Adult
29	0.6300	Male	Adult
30	0.6500	Male	Adult
31	0.6700	Male	Adult
32	0.6900	Male	Adult
33	0.7200	Male	Adult
34	0.7600	Male	Adult
35	0.8000	Male	Adult
36	0.8200	Male	Adult
37	0.8500	Male	Adult
38	0.8900	Male	Adult
39	0.9500	Male	Adult
40	1.0000	Male	Adult
41	1.0300	Male	Adult
42	1.0800	Male	Adult
43	1.1400	Male	Adult
44	1.2300	Male	Adult
45	1.3100	Male	Adult
46	1.3400	Male	Adult
47	1.3800	Male	Adult
48	1.4400	Male	Adult
49	1.5300	Male	Adult
50	1.6000	Male	Adult
51	1.6400	Male	Adult
52	1.6900	Male	Adult
53	1.7600	Male	Adult
54	1.8700	Male	Adult

Age	Factor	Gender	Adult/Dep
55	1.9500	Male	Adult
56	1.9700	Male	Adult
57	2.0000	Male	Adult
58	2.0500	Male	Adult
59	2.1200	Male	Adult
60	2.1600	Male	Adult
61	2.1100	Male	Adult
62	2.0200	Male	Adult
63	1.8200	Male	Adult
64	1.2400	Male	Adult
-	0.3200	Female	Dep Child
-	0.3200	Male	Dep Child

SERFF Tracking Number: MGCC-126419273 State: Arkansas
 Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44332
 Company Tracking Number: CH-26116-IP (01/10) AR
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity
 Product Name: CH-26116-IP (01/10)
 Project Name/Number: Direct Benefit Series/

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification</p> <p>Comments: Please refer to attached.</p> <p>Attachments: ARGA 0104.pdf Cert Compl Rule-Reg19 -AR.pdf Cert Compliance AR-Readability.pdf</p>	Approved-Closed	12/16/2009

	Item Status:	Status Date:
<p>Bypassed - Item: Application</p> <p>Bypass Reason: Application will be submitted under separate cover.</p> <p>Comments:</p>	Approved-Closed	12/16/2009

	Item Status:	Status Date:
<p>Satisfied - Item: Outline of Coverage</p> <p>Comments: Please refer to attached.</p> <p>Attachment: CH-26116 _0110_-IP OC.pdf</p>	Approved-Closed	12/16/2009

	Item Status:	Status Date:
<p>Satisfied - Item: Cover letter</p> <p>Comments: Please refer to attached.</p> <p>Attachment: DRAFT LTR CH-26116-IP _0110_ [Indiv].pdf</p>	Approved-Closed	12/16/2009

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract..

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice.

**The Arkansas Life and Health Insurance Guaranty Association
C/O The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201**

**Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and they hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies or contracts are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;

- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to suture assessments, or by an insurance exchange.

The Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans, to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of any unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 – no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits for net cash surrender values – again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.]

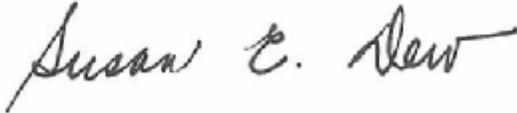
**Certificate of Compliance with
Arkansas Rule and Regulation 19**

Insurer: The Chesapeake Life Insurance Company

Form Number(s):

CH-26116-IP (01/10) AR

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Susan Dew

Name

Senior Vice President, Associate General Counsel and Chief Compliance Officer

Title

December 14, 2009

Date

Certificate of Compliance for Arkansas

This is to certify the attached form has achieved the Flesch Reading Ease Score given below and complies with the requirements of Arkansas Stat. Ann, 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language simplification Act.

Form Numbers and Form Names:

CH-26116-IP (01/10) AR –Disability Income Insurance Policy

Flesch Reading Score:

52.6



Susan Dew, Senior Vice President, Associate General Counsel and Chief Compliance Officer

December 14, 2009

Date

THE CHESAPEAKE LIFE INSURANCE COMPANY

A Stock Company

(Hereinafter called: the Company, We, Our or Us)

Home Office: Oklahoma City, Oklahoma
Administrative Office: P.O. Box 982010
North Richland Hills, Texas 76182-8010
Customer Service: [1-800-733-1110]

HOSPITAL CONFINEMENT INDEMNITY POLICY OUTLINE OF COVERAGE FOR POLICY FORM CH-26116-IP (01/10) AR

- 1. 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!**
- 2. HOSPITAL CONFINEMENT INDEMNITY POLICY** – The Hospital Confinement Indemnity plan pays a daily benefit for hospital confinement resulting from a Sickness or Injury. This coverage is NOT intended to cover all medical expenses.
- 3. BENEFITS** - Benefits are payable under the Policy for each day an Insured Person is Hospital Confined due to Sickness or Injury. All benefits are subject to the Lifetime Maximum shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS, the Waiting Period shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS, the Daily Benefit Amount shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS, any benefit limitations shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS, the Exclusions and Limitations shown below, and all other provisions of the Policy.

LIFETIME MAXIMUM

[365] Days

WAITING PERIOD

For Sickness

[30] Days

For Injury

[0] Days

DAILY BENEFIT AMOUNT: [\$250] [\$500] [\$750] [\$1,000]

HOSPITAL CONFINEMENT BENEFIT

Day [1] - [5]

[100%] of the Daily Benefit Amount

Day [6] – [10]

[50%] of the Daily Benefit Amount

Day [11] and over

[\$100] per day

INTENSIVE CARE/CARDIAC CARE UNIT CONFINEMENT BENEFIT

(Paid in lieu of Hospital Confinement Benefit)

Day [1] - [2]

[200%] of the Daily Benefit Amount

Day [3] - [10]

[100%] of the Daily Benefit Amount

Day [11] - [30]

[50%] of the Daily Benefit Amount

Day [31] and over

[\$100] per day

- 4. EXCLUSIONS AND LIMITATIONS.** We will not provide any benefits for any loss caused by, resulting from or in connection with:
 1. Any care or benefits which are not specifically provided for in the Policy;
 2. Any act of war, declared or undeclared;
 3. Active military duty in the service or any country;
 4. Participation in a riot, civil commotion or insurrection;
 5. Suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
 6. Mental or Nervous Disorders;
 7. Mandibular or maxillofacial surgery to correct growth defects after one year from the date of birth, jaw disproportions or malocclusions, or to increase vertical dimension or reconstruct occlusion;

8. Weight loss or modification, or complications arising therefrom, or procedures resulting therefrom, or for surgical treatment of obesity, including wiring of the teeth and all forms of surgery performed for the purpose of weight loss or modification;
9. Breast reduction or augmentation unless necessary in connection with breast reconstructive surgery following a mastectomy performed while insured under the Policy;
10. Modification of the physical body in order to improve the psychological mental or emotional well-being of the Insured Person, such as sex-change surgery;
11. Payment for care for military service connected disabilities for which the Insured Person is legally entitled to services and for which facilities are reasonably available to the Insured Person and payment for care for conditions that state or local law requires be treated in a public facility;
12. Experimental or investigational medicine;
13. Any treatment or procedure that either promotes or prevents conception or prevents childbirth, including but not limited to: (a) artificial insemination; (b) in-vitro fertilization or other treatment for infertility; (c) treatment for impotency; (d) sterilization or reversal of sterilization; or (e) abortion (unless the life of the mother would be endangered if the fetus were carried to term), unless otherwise stated herein;
14. Cosmetic surgery;
15. Radial keratotomy or any eye surgery when the primary purpose is to correct nearsightedness, farsightedness, astigmatism, or any other refractive error;
16. Operating any motorized passenger vehicle for wage, compensation or profit;
17. Drug abuse or addiction including alcoholism, or overdose of drugs, narcotics, or hallucinogens, directly or indirectly;
18. An overdose of drugs, being intoxicated or under the influence of intoxicants, hallucinogens, narcotics or other drugs, directly or indirectly;
19. Directly or indirectly engaging in an illegal occupation or illegal activity or Your being incarcerated;
20. Committing or trying to commit a felony;
21. Normal pregnancy, except for Complications of Pregnancy while Hospital Confined;
22. Hospital Confinement for routine or normal newborn child care;
23. Mountaineering using ropes and/or other equipment, parachuting, hang gliding, officiating or coaching, racing any type of vehicle in an organized or unorganized event, sky diving, scuba diving below 50 feet, motorized racing, para-sailing, experimental aviation, ultra-light flying, base jumping, bungee jumping, heli-skiing or heli-snowboarding; and
24. Travel in or descent from any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a commercial airline (other than a charter airline) certified by the U.S. Federal Aviation Administration (FAA), on a regularly scheduled passenger trip.

Pre-Existing Condition - We will not provide benefits for any loss resulting from a Pre-Existing Condition, as defined, unless the loss is incurred at least one year after the Effective Date of Coverage for an Insured Person.

5. **RENEWAL CONDITIONS.** The Policy is guaranteed renewable to age 65, subject to the Company's right to discontinue or terminate the coverage as provided in the TERMINATION OF COVERAGE section of the Policy. The Company reserves the right to change the applicable table of premium rates on a Class Basis.
6. **PREMIUMS.** We reserve the right to change the table of premiums, on a Class Basis, becoming due under the Policy at any time and from time to time; provided, We have given You written notice of a least 31 days prior to the effective date of the new rates. Such change will be on a Class Basis.



**The Chesapeake
Life Insurance Company**
Home Office: Oklahoma City, OK

9151 Boulevard 26
North Richland Hills, TX 76180

December 14, 2009

Arkansas Insurance Department
Life and Health Division
1200 W 3rd Street
Little Rock, AR 72201-1904
Attn.: Life & Health Division, A&H Form Filing Section

RE: SERFF Tracking Number: MGCC-126419273
The Chesapeake Life Insurance Company
NAIC#: 264-61832 / FEIN#: 52-0676509

NEW FORMS

CH-26116-IP (01/10) AR
CH-26116-IP (01/10) OC

DESCRIPTION

Hospital Confinement Indemnity Policy
Outline of Coverage

Dear Examiner:

The above referenced forms are submitted for your review and approval.]. These forms are new and not intended to replace any forms previously approved by your Department.

Policy Form **CH-26116-IP (01/10) AR** provides a daily benefit for hospital confinement resulting from a Sickness or Injury. All benefits are subject to the Lifetime Maximum shown in the Policy Schedule, the Waiting Period shown in the Policy Schedule, the Daily Benefit Amount shown in the Policy Schedule, any benefit limitations shown in the Policy Schedule, the Exclusions and Limitations, and all other provisions of the Policy.

The Policy will be marketed as supplemental health insurance and not as a substitute for hospital or medical expense insurance or major medical expense insurance.

Please note the bracketed items are intended as variable information, and the information enclosed in brackets is our standard for your state. At no time will this bracketed information be arranged in such a way to violate the laws of your state.

We intend to use application form CH-26109-APP (01/10) AR, which will be submitted under separate cover, to solicit this product.

To the best of our knowledge, information and belief, the forms submitted herewith are in compliance in all respects with the provisions of the insurance laws, rules and regulations of your state.

The required certifications are included along with the Actuarial Memorandum and rates for this submission.

If you have any questions or if anything further is needed to expedite the review of this filing, please call me collect at (817) 255-3590. Your assistance in this matter is greatly appreciated.

Respectfully submitted,

Kathleen Allen
Senior Compliance Analyst