

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
 Filing Company: Conseco Insurance Company State Tracking Number: 41394  
 Company Tracking Number: A1049, ET AL  
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
 Product Name: CIC Hospital Indemnity Amendment  
 Project Name/Number: /

## Filing at a Glance

Company: Conseco Insurance Company

Product Name: CIC Hospital Indemnity SERFF Tr Num: CNSC-126008855 State: ArkansasLH

Amendment

TOI: H14I Individual Health - Hospital Indemnity SERFF Status: Closed State Tr Num: 41394

Sub-TOI: H14I.000 Health - Hospital Indemnity Co Tr Num: A1049, ET AL State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Authors: Stacey Farmer, Beth Blackwell Disposition Date: 03/25/2009

Blackwell

Date Submitted: 01/29/2009 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: 03/25/2009

Explanation for Other Group Market Type:

State Status Changed: 03/25/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This is an amendment filing that will be used to amend a hospital indemnity product that was approved by your department under SERFF filing #USPH-6SRJHK819/00-00/00-01/00, dated 08/31/2006.

The amendment will amend the limitations and exclusions by removing the current pregnancy exclusion language and replacing it with the amendment language. The current product contains a 10 month limitation on pregnancy. The

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
 Filing Company: Conseco Insurance Company State Tracking Number: 41394  
 Company Tracking Number: A1049, ET AL  
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
 Product Name: CIC Hospital Indemnity Amendment  
 Project Name/Number: /

company is now changing the product design to exclude normal pregnancy. The policy will continue to pay for complications of pregnancy the same as any sickness, but will not longer pay for normal pregnancy. The company has experienced certain abuse that has necessitated this change. Once this amendment is approved and implemented it will be issued with all hospital indemnity policies.

The application and outline of coverage have been updated for this product revision.

Any filing fees, transmittals or certifications, as required are attached.

Thank you for your time and consideration on this filing. If you have any further questions regarding this, please feel free to contact me.

## Company and Contact

### Filing Contact Information

Stacey Farmer, Compliance Analyst stacey\_farmer@conseco.com  
 11825 N Pennsylvania St (800) 888-4918 [Phone]  
 Carmel, IN 46032 (317) 817-2333[FAX]

### Filing Company Information

Conseco Insurance Company CoCode: 60682 State of Domicile: Illinois  
 11815 N Pennsylvania St Group Code: 233 Company Type:  
 Carmel, IN 46032 Group Name: State ID Number:  
 (800) 888-4918 ext. [Phone] FEIN Number: 45-0103436  
 -----

## Filing Fees

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

| COMPANY                   | AMOUNT  | DATE PROCESSED | TRANSACTION # |
|---------------------------|---------|----------------|---------------|
| Conseco Insurance Company | \$60.00 | 01/29/2009     | 25359304      |

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
 Filing Company: Conseco Insurance Company State Tracking Number: 41394  
 Company Tracking Number: A1049, ET AL  
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
 Product Name: CIC Hospital Indemnity Amendment  
 Project Name/Number: /

## Correspondence Summary

### Dispositions

| Status          | Created By     | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 03/25/2009 | 03/25/2009     |

### 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 | 03/04/2009 | 03/04/2009     | Stacey Farmer    | 03/25/2009 | 03/25/2009     |
| Pending Industry Response | Rosalind Minor | 02/02/2009 | 02/02/2009     | Stacey Farmer    | 03/03/2009 | 03/03/2009     |

*SERFF Tracking Number:* CNSC-126008855      *State:* Arkansas  
*Filing Company:* Conseco Insurance Company      *State Tracking Number:* 41394  
*Company Tracking Number:* A1049, ET AL  
*TOI:* H14I Individual Health - Hospital Indemnity      *Sub-TOI:* H14I.000 Health - Hospital Indemnity  
*Product Name:* CIC Hospital Indemnity Amendment  
*Project Name/Number:* /

## **Disposition**

Disposition Date: 03/25/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
 Filing Company: Conseco Insurance Company State Tracking Number: 41394  
 Company Tracking Number: A1049, ET AL  
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
 Product Name: CIC Hospital Indemnity Amendment  
 Project Name/Number: /

| <b>Item Type</b>           | <b>Item Name</b>                 | <b>Item Status</b> | <b>Public Access</b> |
|----------------------------|----------------------------------|--------------------|----------------------|
| <b>Supporting Document</b> | Flesch Certification             | Approved-Closed    | Yes                  |
| <b>Supporting Document</b> | Application                      | Approved-Closed    | Yes                  |
| <b>Supporting Document</b> | Health - Actuarial Justification | Approved-Closed    | No                   |
| <b>Supporting Document</b> | Outline of Coverage              | Approved-Closed    | Yes                  |
| <b>Form (revised)</b>      | Hospital Indemnity Amendment     | Approved-Closed    | Yes                  |
| <b>Form</b>                | Hospital Indemnity Amendment     | Replaced           | Yes                  |
| <b>Form</b>                | Application                      | Approved-Closed    | Yes                  |
| <b>Form (revised)</b>      | Hospital Indemnity Outline       | Approved-Closed    | Yes                  |
| <b>Form</b>                | Hospital Indemnity Outline       | Replaced           | Yes                  |

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
Filing Company: Conseco Insurance Company State Tracking Number: 41394  
Company Tracking Number: A1049, ET AL  
TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
Product Name: CIC Hospital Indemnity Amendment  
Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 03/04/2009

Submitted Date 03/04/2009

Respond By Date

Dear Stacey Farmer,

This will acknowledge receipt of the captioned filing.

Objection 1

- Hospital Indemnity Amendment (Form)

Comment:

Thank for for your response letter of 3/3/09, stating that Conseco would pay for an "emergency" c-section. It is requested that you add to the language under this amendment stating that an emergency c-section is a covered benefit. The amendment language is confusing to an insured in its present form.

Thank you.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 03/25/2009

Submitted Date 03/25/2009

Dear Rosalind Minor,

### Comments:

Thank you for your response dated 03/04/09. In response,

### Response 1

Comments: I have updated the amendment to include the language the an emergency c-section will be covered. I also have updated the outline of coverage as the language under pregnancy had to be revised to include the emergency c-

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
 Filing Company: Conseco Insurance Company State Tracking Number: 41394  
 Company Tracking Number: A1049, ET AL  
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
 Product Name: CIC Hospital Indemnity Amendment  
 Project Name/Number: /

section change.

**Related Objection 1**

Applies To:  
 - Hospital Indemnity Amendment (Form)  
 Comment:

Thank for for your response letter of 3/3/09, stating that Conseco would pay for an "emergency" c-section. It is requested that you add to the language under this amendment stating that an emergency c-section is a covered benefit. The amendment language is confusing to an insured in its present form.

Thank you.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

| Form Name   | Form Number | Edition Date | Form Type   | Action  | Action Specific Data | Readability Score | Attach Document |
|---|-------------|--------------|---|---------|----------------------|-------------------|-----------------|
| Hospital Indemnity Amendment                            | A1049AR     |              | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | Initial |                      | 52                | A1049AR.pdf     |
| <b>Previous Version</b><br>Hospital Indemnity Amendment | A1049       |              | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | Initial |                      | 52                | A1049.pdf       |
| Hospital Indemnity Outline                              | OC-1019ARR  |              | Outline of Coverage   | Initial |                      | 50                | OC-1019ARR.pdf  |
| <b>Previous Version</b><br>Hospital Indemnity           | OC-1019R    |              | Outline of Coverage   | Initial |                      | 50                | OC-             |

*SERFF Tracking Number:* CNSC-126008855      *State:* Arkansas  
*Filing Company:* Conseco Insurance Company      *State Tracking Number:* 41394  
*Company Tracking Number:* A1049, ET AL  
*TOI:* H14I Individual Health - Hospital Indemnity      *Sub-TOI:* H14I.000 Health - Hospital Indemnity  
*Product Name:* CIC Hospital Indemnity Amendment  
*Project Name/Number:* /  
**Outline** 1019R.pdf

*SERFF Tracking Number:* CNSC-126008855      *State:* Arkansas  
*Filing Company:* Conseco Insurance Company      *State Tracking Number:* 41394  
*Company Tracking Number:* A1049, ET AL  
*TOI:* H14I Individual Health - Hospital Indemnity      *Sub-TOI:* H14I.000 Health - Hospital Indemnity  
*Product Name:* CIC Hospital Indemnity Amendment  
*Project Name/Number:* /

No Rate/Rule Schedule items changed.

Should you have any questions or concerns please let me know. Thank you

Sincerely,  
Beth Blackwell, Stacey Farmer

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
Filing Company: Conseco Insurance Company State Tracking Number: 41394  
Company Tracking Number: A1049, ET AL  
TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
Product Name: CIC Hospital Indemnity Amendment  
Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 02/02/2009

Submitted Date 02/02/2009

Respond By Date

Dear Stacey Farmer,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Outline of Coverage (Supporting Document)
- Hospital Indemnity Amendment (Form)

Comment: The amendment states that a C-Section is not considered a Complication of Pregnancy.

Please review rule 19, Section 5 C (24) which states that an emergency c-section is defined as a complication.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 03/03/2009

Submitted Date 03/03/2009

Dear Rosalind Minor,

### Comments:

Thank you for your response dated 02/02/09.

### Response 1

Comments: Conseco would pay for an "emergency" c-section as defined in Rule 19, section 5 C (24).

### Related Objection 1

Applies To:

- Outline of Coverage (Supporting Document)

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
Filing Company: Conseco Insurance Company State Tracking Number: 41394  
Company Tracking Number: A1049, ET AL  
TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
Product Name: CIC Hospital Indemnity Amendment  
Project Name/Number: /

- Hospital Indemnity Amendment (Form)

**Comment:**

The amendment states that a C-Section is not considered a Complication of Pregnancy.

Please review rule 19, Section 5 C (24) which states that an emergency c-section is defined as a complication.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Should you have any questions or concerns please let me know.

Sincerely,

Beth Blackwell, Stacey Farmer

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
 Filing Company: Conseco Insurance Company State Tracking Number: 41394  
 Company Tracking Number: A1049, ET AL  
 TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
 Product Name: CIC Hospital Indemnity Amendment  
 Project Name/Number: /

## Form Schedule

Lead Form Number: A1049

| Review Status   | Form Number | Form Type    | Form Name   | Action  | Action Specific Data | Readability | Attachment          |
|-----------------|-------------|--------------|---|---------|----------------------|-------------|---------------------|
| Approved-Closed | A1049AR     | Policy/Cont  | Hospital Indemnity<br>ract/Fratern<br>Amendment<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider | Initial |                      | 52          | A1049AR.pdf         |
| Approved-Closed | AP-1020R    | Application/ | Application<br>Enrollment<br>Form   | Initial |                      | 43          | CIC-<br>AP1020R.pdf |
| Approved-Closed | OC-1019ARR  | Outline of   | Hospital Indemnity<br>Coverage<br>Outline   | Initial |                      | 50          | OC-<br>1019ARR.pdf  |

*Conseco Insurance Company  
Chicago, Illinois  
Administrative Office: 11825 N. Pennsylvania Street  
Carmel, IN 46032-4555 • Telephone: 1-800-541-2254*

**Amendment**

This Amendment is a part of the policy to which it is attached. That Policy is called "the Policy" in this Amendment. This Amendment is subject to all of the terms, provisions, definitions and exclusions of the Policy, except as stated in this Amendment.

**SECTION 5: LIMITATIONS AND EXCLUSIONS is amended as follows:**

**PREGNANCY:** Normal pregnancy. Loss due to complications of pregnancy will be paid the same as for any other Covered Sickness. A Cesarean is not considered a complication of pregnancy unless it is an emergency Cesarean.

A handwritten signature in black ink, appearing to read "D. Bausch". The signature is fluid and cursive, with a long horizontal stroke at the end.

President



[Bar code]

Application to: Conseco Insurance Company

Administrative office: 11825 N. Pennsylvania Street, Carmel, Indiana 46032

SECTION I

Is this a reinstatement? Yes [ ] No [ ] Is this an upgrade of existing coverage? Yes [ ] No [ ]

If yes to any of the above, provide existing account number: \_\_\_\_\_

Effective date: \_\_\_\_\_

SECTION II

Applicant's Name (Please Print: First, Middle Initial, Last) [ ] Male [ ] Female Date of Birth Age Social Security Number
Spouse's Name (If Family Insurance is Applied for) [ ] Male [ ] Female Date of Birth Age Phone Number ( )
Applicant's Address Number and Street City County State Zip Code
Employer's Name or Group/Association Name (If Applicable) Section Department # Occupation

SECTION III

Please indicate below the type of insurance applied for and answer all of the following health questions. If you answer "yes" to any of the health questions 1 through 6, the person(s) named will be completely excluded from insurance.

- 1. Is anyone to be insured under the policy currently confined to a hospital or nursing home, or has a physician recommended such confinement? [ ] Yes [ ] No
2. Has anyone to be insured under this policy ever been treated for or diagnosed by a physician as having: [ ] Yes [ ] No
3. In the past 10 years has anyone to be insured been treated for or diagnosed by a physician as having Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)? [ ] Yes [ ] No
4. Within the past 10 years has anyone to be insured under this policy ever been treated for or diagnosed by a physician as having any internal cancer, or skin cancer (except basal cell cancer)? [ ] Yes [ ] No
5. Within the past 24 months has anyone to be insured under this policy been confined in a Hospital, had outpatient surgery, received medical treatment in an emergency room, or missed five consecutive days of work for any of the following: [ ] Yes [ ] No
6. Is anyone to be insured under this policy currently pregnant? [ ] Yes [ ] No
List name(s) of person(s) answering "Yes" to any question 1 through 6. \_\_\_\_\_
has answered "Yes" to one or more of the above questions. This person(s) will not be covered under the policy. [ ] Yes [ ] No

- 7. Does this insurance replace any insurance anyone to be insured now has with any other company? [ ] Yes [ ] No
8. Does anyone to be insured under this policy have other insurance which pays benefits for each day hospitalized/hospital confinement? [ ] Yes [ ] No





**CONSECO INSURANCE COMPANY**  
**Chicago, Illinois**  
**Administrative Office: 11825 N. Pennsylvania Street**  
**Carmel, IN 46032-4555 • Telephone: 1-800-981-8404**

**OUTLINE OF COVERAGE**

**HOSPITAL INDEMNITY COVERAGE**

**THIS POLICY PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

**POLICY FORM CIC1019**

**PLEASE 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 Your insurance company. It is, therefore, important that You READ YOUR POLICY CAREFULLY!

Hospital confinement indemnity coverage is designed to provide, to persons insured, coverage in the form of a fixed amount for hospitalization resulting from a Covered Accident or Covered Sickness, subject to any limitations set forth in the Policy. Coverage is not provided for any benefits other than the fixed indemnity for hospital confinement and any additional benefits as described below.

**BENEFITS PROVIDED UNDER THE POLICY:**

Please indicate the proposed insured's choice by checking the appropriate box:

- PLAN A**  
 **PLAN B**

**HOSPITAL CONFINEMENT BENEFIT (available on Plan A and Plan B):** We will pay the benefit amount as selected on your application per Hospital Confinement when You are confined as an inpatient to a Hospital for a Covered Sickness or a Covered Accident.

If You are re-confined within 30 days, then the later period will be considered a continuation of the prior Period of Confinement. If re-confinement occurs more than 30 days later, We will treat the later Hospital Confinement as a new Period of Confinement.

**OUTPATIENT SURGICAL BENEFIT (available on Plan B only):** When an Insured has a surgery on an outpatient basis for a Covered Sickness or a Covered Accident We will pay \$100. This benefit is only payable once per day regardless of the number of outpatient surgical services provided during that outpatient surgery.

This benefit is limited to 2 per individual per Calendar Year. If this is an Individual plus Child(ren) or an Individual plus Spouse Policy this benefit is limited to 2 per individual per Calendar year with a maximum of 4 per Calendar Year. If this is a Family Policy this benefit is limited to 2 per individual per Calendar year with a maximum of 6 per Calendar Year.

**PHYSICIAN'S OFFICE VISIT BENEFIT (available on Plan B only):** When an Insured person visits a Physician's office for which a charge is made We will pay \$30 per visit. This benefit covers office visits for a Covered Accident, a Covered Sickness and routine wellness exams.

This benefit is limited to 3 per individual per Calendar Year. If this is an Individual plus Child(ren) or an Individual plus Spouse Policy this benefit is limited to 3 per individual per Calendar year with a maximum of 6 visits per Calendar Year. If this is a Family Policy this benefit is limited to 3 per individual per Calendar year with a maximum of 9 visits per Calendar Year.

**EMERGENCY ROOM BENEFIT (available on Plan B only):** When an Insured is admitted to an Emergency Room for a Covered Sickness or a Covered Accident We will pay \$100. This benefit is limited to 2 visits per Calendar Year. Admission to the Emergency Room for a Covered Accident must occur within 72 hours of the Covered Accident.

If an Insured is traveling and is more than 100 miles from their residence, We will pay an additional \$100 when an Insured is admitted to an Emergency Room for a Covered Sickness or a Covered Accident when admission is within 72 hours of the Covered Accident.

This benefit is limited to 2 per individual per Calendar Year. If this is an Individual plus Child(ren) or an Individual plus Spouse Policy this benefit is limited to 2 per individual per Calendar year with a maximum of 4 per Calendar Year. If this is a Family Policy this benefit is limited to 2 per individual per Calendar year with a maximum of 6 per Calendar Year.

#### **LIMITATIONS AND EXCLUSIONS:**

You will be eligible for benefits under the Policy if: Your Covered Sickness begins or Covered Accident occurs while You are insured under this Policy; You incur a Loss after the 30-day waiting period due to a Covered Sickness; You incur Loss for a Covered Accident after the Effective Date of coverage; while You are insured under this Policy; and, Your Loss is not excluded by name or specific description in this Policy. If an Insured is hospitalized during the first 30 days of coverage under this Policy, benefits for that Covered Sickness will only be provided 12 months after the Insured's Effective Date of coverage.

We will not pay benefits for Loss contributed to, caused by, or resulting from Your:

**COSMETIC/PLASTIC SURGERY:** Surgery that is not for the diagnosis or treatment of Covered Sickness or Covered Accident based upon generally accepted medical practice and is not medically necessary. The following procedures are not covered under any circumstances, even if performed for diagnosis or treatment of a Covered Sickness or Accident or medically necessary. Abdominoplasty (tummy tuck); Mammoplasty (breast enlargement); Rhinoplasty (nose job); or Suction Assisted Lipectomy (liposuction). Complications from any Cosmetic/Plastic surgery are not covered.

**DENTAL PROCEDURES:** Treatment for dental care or dental procedures, unless treatment is the result of a Covered Accident.

**ELECTIVE SURGERY:** Surgery that is not for the diagnosis or treatment of a Covered Sickness or Covered Accident based upon generally accepted medical practice and is not medically necessary. Gastric Bypass Surgeries are not covered under any circumstances, even if performed for diagnosis or treatment of a Covered Sickness or Accident or medically necessary, Voluntary abortion (except where the Insured or the Insured's spouse would be endangered if the fetus were carried to term or where medical complications have arisen from abortion); or Sex changes. Complications from any Elective surgery are not covered.

**FLYING:** Operating, learning to operate, serving as a crew member on, or jumping or falling from any aircraft including those which are not motor-driven.

**ILLEGAL ACTS:** Participating or attempting to participate in an illegal act, or working at an illegal job.

**INTOXICATION:** Being legally intoxicated, or so intoxicated that mental or physical abilities are seriously impaired, or being under the influence of any narcotic, unless such narcotic is taken under the direction of and as directed by a Physician.

**MENTAL DISORDER:** Having a behavioral or psychological disorder, disease, or syndrome, without demonstrable organic origin.

**NEWBORN CARE:** We will not pay for a separate charge made for the newborns stay in a nursery as a result of a normal delivery.

**OBSERVATION UNIT:** Any services provided or charges made for an Insured while in an Observation Unit.

**PREGNANCY:** Normal pregnancy. Loss due to complications of pregnancy will be paid the same as for any other Covered Sickness. A Cesarean is not considered a complication of pregnancy unless it is an emergency Cesarean.

**PREGNANCY OF A DEPENDENT CHILD:** A pregnancy of a dependent child will not be covered.

**PRE-EXISTING CONDITIONS:** Having any Pre-Existing Condition not otherwise excluded by name or specific description. Benefits will not be paid for losses related to such Sickness, Accidental Injury or condition which occurs during the first twelve (12) months after the Effective Date of Your coverage.

**RACING:** Riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or while testing any vehicle on any race course or speedway.

**SELF-INFLICTED INJURIES (SANE OR INSANE):** Injuring or attempting to injure Yourself intentionally, regardless of mental capacity.

**SPORTS:** Participating in any sporting event for pay or prize money.

**SUBSTANCE ABUSE:** Alcoholism, drug abuse, or chemical dependency.

**SUICIDE (SANE OR INSANE):** committing or attempting to commit suicide, regardless of mental capacity.

**TRAVEL/LOCATION:** Being more than 40 miles outside the territorial limits of the United States, Canada, and Puerto Rico.

**VISION PROCEDURES:** Vision exams or vision procedures, unless treatment is the result of a Covered Accident or a Covered Sickness.

**WAR/MILITARY SERVICE:** Being exposed to war or any act of war, declared or not, or participating in or contracting with the armed forces (including Coast Guard) of any country or international authority. We will return, at Your request, the prorated premium paid for You for any period You are not insured by this Policy while You are in such service.

#### **SUMMARY OF CLAIMS DETERMINATION PROCESS:**

As provided for in the Eligibility for Benefits and the Limitations and Exclusions sections of Your Policy, the following steps are taken in order to determine eligibility under any claim filed: (1) determine when the claim was incurred, and whether the loss is covered by the Policy. This step may require the collection of medical records, a death certificate, autopsy findings from a medical examiner or coroner, and information regarding medical history from Physicians, Hospitals, other insurance companies, government agencies and medical records copying services; (2) determine if the claim was incurred at a time when Your coverage was in force, and not during the eligibility period or during a lapse in coverage; and (3) determine if any Policy exclusions exist for the claim.

#### **RENEWABILITY OF THIS POLICY:**

This Policy is continuously renewed by the payment of Premiums when due up to the age of 65.

#### **PREMIUM:**

Your initial premium depends on the optional benefits You selected. We reserve the right to change premium rates upon written notice at least 31 days before the change is to become effective.

**OPTIONAL RIDERS:** Please indicate the proposed insured's choices by checking the appropriate box(es).

**HOSPITAL CONFINEMENT DAILY BENEFIT:** We will pay the benefit amount as selected on your application per day of Hospital Confinement beginning with the second day of Hospital Confinement when You are confined as an inpatient to a Hospital for a Covered Sickness or a Covered Accident.

If You are re-confined within 30 days, then the later period will be considered a continuation of the prior Period of Confinement. If re-confinement occurs more than 30 days later, We will treat the later Hospital Confinement as a new Period of Confinement.

**PET BOARDING BENEFIT:** We will pay \$30 per day when You board Your Pet, regardless of the number of Pets, at a Kennel due to Your Hospital Confinement for a Covered Sickness or Covered Accident. This benefit is limited to 14 days per confinement.

You may choose any Kennel You wish for care of Your Pets. By offering this Rider, We make no recommendation whatsoever as to which Kennel You may choose, and We will not be liable, beyond the benefit provided by this Rider, for any care or lack of care by any Kennel You do choose.

If You are re-confined within 30 days, then the later period will be considered a continuation of the prior Period of Confinement. If re-confinement occurs more than 30 days later, We will treat the later Hospital Confinement as a new Period of Confinement.

**THIS OUTLINE OF COVERAGE IS A BRIEF SUMMARY OF THE BENEFITS PROVIDED. PLEASE CONSULT THE POLICY ITSELF TO DETERMINE GOVERNING CONTRACTUAL PROVISIONS.**

**PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.**

*SERFF Tracking Number:* CNSC-126008855      *State:* Arkansas  
*Filing Company:* Conseco Insurance Company      *State Tracking Number:* 41394  
*Company Tracking Number:* A1049, ET AL  
*TOI:* H14I Individual Health - Hospital Indemnity      *Sub-TOI:* H14I.000 Health - Hospital Indemnity  
*Product Name:* CIC Hospital Indemnity Amendment  
*Project Name/Number:* /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CNSC-126008855 State: Arkansas  
Filing Company: Conseco Insurance Company State Tracking Number: 41394  
Company Tracking Number: A1049, ET AL  
TOI: H14I Individual Health - Hospital Indemnity Sub-TOI: H14I.000 Health - Hospital Indemnity  
Product Name: CIC Hospital Indemnity Amendment  
Project Name/Number: /

## Supporting Document Schedules

|  |                                       |            |
|--|---------------------------------------|------------|
| <b>Satisfied -Name:</b> Flesch Certification | <b>Review Status:</b> Approved-Closed | 03/25/2009 |
| <b>Comments:</b>                             |                                       |            |
| <b>Attachment:</b><br>FLESCH.DOC signed.pdf  |                                       |            |
| <b>Bypassed -Name:</b> Application           | <b>Review Status:</b> Approved-Closed | 03/25/2009 |
| <b>Bypass Reason:</b> located under form tab |                                       |            |
| <b>Comments:</b>                             |                                       |            |
| <b>Bypassed -Name:</b> Outline of Coverage   | <b>Review Status:</b> Approved-Closed | 03/25/2009 |
| <b>Bypass Reason:</b> located under form tab |                                       |            |
| <b>Comments:</b>                             |                                       |            |

## FLESCH CERTIFICATION

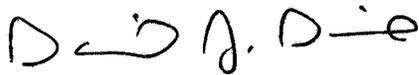
I hereby certify that the following forms(s) has (have) the following readability score(s) as calculated by the Flesch Reading Ease Test and that this (these) form(s) meet(s) the reading ease requirements as required by law.

### FORM NUMBER

### FLESCH SCORE

A1049  
AP-1020R  
OC-1019R

51.9  
42.9  
50.0



David J Dennie  
Assistant Vice President, Product Approval and Compliance  
Date 01/28/2009

*SERFF Tracking Number:* CNSC-126008855      *State:* Arkansas  
*Filing Company:* Conseco Insurance Company      *State Tracking Number:* 41394  
*Company Tracking Number:* A1049, ET AL  
*TOI:* H14I Individual Health - Hospital Indemnity      *Sub-TOI:* H14I.000 Health - Hospital Indemnity  
*Product Name:* CIC Hospital Indemnity Amendment  
*Project Name/Number:* /

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| <b>Original Date:</b> | <b>Schedule</b> | <b>Document Name</b>         | <b>Replaced Date</b> | <b>Attach Document</b> |
|-----------------------|-----------------|------------------------------|----------------------|------------------------|
| No original date      | Form            | Hospital Indemnity Amendment | 01/29/2009           | A1049.pdf              |
| No original date      | Form            | Hospital Indemnity Outline   | 01/29/2009           | OC-1019R.pdf           |

*Conseco Insurance Company  
Chicago, Illinois  
Administrative Office: 11825 N. Pennsylvania Street  
Carmel, IN 46032-4555 • Telephone: 1-800-541-2254*

**Amendment**

This Amendment is a part of the policy to which it is attached. That Policy is called "the Policy" in this Amendment. This Amendment is subject to all of the terms, provisions, definitions and exclusions of the Policy, except as stated in this Amendment.

**SECTION 5: LIMITATIONS AND EXCLUSIONS is amendment as follows:**

**PREGNANCY:** Normal pregnancy. Loss due to complications of pregnancy will be paid the same as for any other Covered Sickness. A Cesarean is not considered a complication of pregnancy.

A handwritten signature in black ink, appearing to read "D. Bausch". The signature is fluid and cursive, with a large, sweeping flourish at the end.

President

*CONSECO INSURANCE COMPANY*  
*Chicago, Illinois*  
*Administrative Office: 11825 N. Pennsylvania Street*  
*Carmel, IN 46032-4555 • Telephone: 1-800-981-8404*

**OUTLINE OF COVERAGE**

**HOSPITAL INDEMNITY COVERAGE**

**THIS POLICY PROVIDES LIMITED BENEFITS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

**POLICY FORM CIC1019**

**PLEASE 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 Your insurance company. It is, therefore, important that You READ YOUR POLICY CAREFULLY!

Hospital confinement indemnity coverage is designed to provide, to persons insured, coverage in the form of a fixed amount for hospitalization resulting from a Covered Accident or Covered Sickness, subject to any limitations set forth in the Policy. Coverage is not provided for any benefits other than the fixed indemnity for hospital confinement and any additional benefits as described below.

**BENEFITS PROVIDED UNDER THE POLICY:**

Please indicate the proposed insured's choice by checking the appropriate box:

- PLAN A**  
 **PLAN B**

**HOSPITAL CONFINEMENT BENEFIT (available on Plan A and Plan B):** We will pay the benefit amount as selected on your application per Hospital Confinement when You are confined as an inpatient to a Hospital for a Covered Sickness or a Covered Accident.

If You are re-confined within 30 days, then the later period will be considered a continuation of the prior Period of Confinement. If re-confinement occurs more than 30 days later, We will treat the later Hospital Confinement as a new Period of Confinement.

**OUTPATIENT SURGICAL BENEFIT (available on Plan B only):** When an Insured has a surgery on an outpatient basis for a Covered Sickness or a Covered Accident We will pay \$100. This benefit is only payable once per day regardless of the number of outpatient surgical services provided during that outpatient surgery.

This benefit is limited to 2 per individual per Calendar Year. If this is an Individual plus Child(ren) or an Individual plus Spouse Policy this benefit is limited to 2 per individual per Calendar year with a maximum of 4 per Calendar Year. If this is a Family Policy this benefit is limited to 2 per individual per Calendar year with a maximum of 6 per Calendar Year.

**PHYSICIAN'S OFFICE VISIT BENEFIT (available on Plan B only):** When an Insured person visits a Physician's office for which a charge is made We will pay \$30 per visit. This benefit covers office visits for a Covered Accident, a Covered Sickness and routine wellness exams.

This benefit is limited to 3 per individual per Calendar Year. If this is an Individual plus Child(ren) or an Individual plus Spouse Policy this benefit is limited to 3 per individual per Calendar year with a maximum of 6 visits per Calendar Year. If this is a Family Policy this benefit is limited to 3 per individual per Calendar year with a maximum of 9 visits per Calendar Year.

**EMERGENCY ROOM BENEFIT (available on Plan B only):** When an Insured is admitted to an Emergency Room for a Covered Sickness or a Covered Accident We will pay \$100. This benefit is limited to 2 visits per Calendar Year. Admission to the Emergency Room for a Covered Accident must occur within 72 hours of the Covered Accident.

If an Insured is traveling and is more than 100 miles from their residence, We will pay an additional \$100 when an Insured is admitted to an Emergency Room for a Covered Sickness or a Covered Accident when admission is within 72 hours of the Covered Accident.

This benefit is limited to 2 per individual per Calendar Year. If this is an Individual plus Child(ren) or an Individual plus Spouse Policy this benefit is limited to 2 per individual per Calendar year with a maximum of 4 per Calendar Year. If this is a Family Policy this benefit is limited to 2 per individual per Calendar year with a maximum of 6 per Calendar Year.

#### **LIMITATIONS AND EXCLUSIONS:**

You will be eligible for benefits under the Policy if: Your Covered Sickness begins or Covered Accident occurs while You are insured under this Policy; You incur a Loss after the 30-day waiting period due to a Covered Sickness; You incur Loss for a Covered Accident after the Effective Date of coverage; while You are insured under this Policy; and, Your Loss is not excluded by name or specific description in this Policy. If an Insured is hospitalized during the first 30 days of coverage under this Policy, benefits for that Covered Sickness will only be provided 12 months after the Insured's Effective Date of coverage.

We will not pay benefits for Loss contributed to, caused by, or resulting from Your:

**COSMETIC/PLASTIC SURGERY:** Surgery that is not for the diagnosis or treatment of Covered Sickness or Covered Accident based upon generally accepted medical practice and is not medically necessary. The following procedures are not covered under any circumstances, even if performed for diagnosis or treatment of a Covered Sickness or Accident or medically necessary. Abdominoplasty (tummy tuck); Mammoplasty (breast enlargement); Rhinoplasty (nose job); or Suction Assisted Lipectomy (liposuction). Complications from any Cosmetic/Plastic surgery are not covered.

**DENTAL PROCEDURES:** Treatment for dental care or dental procedures, unless treatment is the result of a Covered Accident.

**ELECTIVE SURGERY:** Surgery that is not for the diagnosis or treatment of a Covered Sickness or Covered Accident based upon generally accepted medical practice and is not medically necessary. Gastric Bypass Surgeries are not covered under any circumstances, even if performed for diagnosis or treatment of a Covered Sickness or Accident or medically necessary, Voluntary abortion (except where the Insured or the Insured's spouse would be endangered if the fetus were carried to term or where medical complications have arisen from abortion); or Sex changes. Complications from any Elective surgery are not covered.

**FLYING:** Operating, learning to operate, serving as a crew member on, or jumping or falling from any aircraft including those which are not motor-driven.

**ILLEGAL ACTS:** Participating or attempting to participate in an illegal act, or working at an illegal job.

**INTOXICATION:** Being legally intoxicated, or so intoxicated that mental or physical abilities are seriously impaired, or being under the influence of any narcotic, unless such narcotic is taken under the direction of and as directed by a Physician.

**MENTAL DISORDER:** Having a behavioral or psychological disorder, disease, or syndrome, without demonstrable organic origin.

**NEWBORN CARE:** We will not pay for a separate charge made for the newborns stay in a nursery as a result of a normal delivery.

**OBSERVATION UNIT:** Any services provided or charges made for an Insured while in an Observation Unit.

**PREGNANCY:** Normal pregnancy. Loss due to complications of pregnancy will be paid the same as for any other Covered Sickness. A Cesarean is not considered a complication of pregnancy.

**PREGNANCY OF A DEPENDENT CHILD:** A pregnancy of a dependent child will not be covered.

**PRE-EXISTING CONDITIONS:** Having any Pre-Existing Condition not otherwise excluded by name or specific description. Benefits will not be paid for losses related to such Sickness, Accidental Injury or condition which occurs during the first twelve (12) months after the Effective Date of Your coverage.

**RACING:** Riding in or driving any motor-driven vehicle in a race, stunt show or speed test; or while testing any vehicle on any race course or speedway.

**SELF-INFLICTED INJURIES (SANE OR INSANE):** Injuring or attempting to injure Yourself intentionally, regardless of mental capacity.

**SPORTS:** Participating in any sporting event for pay or prize money.

**SUBSTANCE ABUSE:** Alcoholism, drug abuse, or chemical dependency.

**SUICIDE (SANE OR INSANE):** committing or attempting to commit suicide, regardless of mental capacity.

**TRAVEL/LOCATION:** Being more than 40 miles outside the territorial limits of the United States, Canada, and Puerto Rico.

**VISION PROCEDURES:** Vision exams or vision procedures, unless treatment is the result of a Covered Accident or a Covered Sickness.

**WAR/MILITARY SERVICE:** Being exposed to war or any act of war, declared or not, or participating in or contracting with the armed forces (including Coast Guard) of any country or international authority. We will return, at Your request, the prorated premium paid for You for any period You are not insured by this Policy while You are in such service.

#### **SUMMARY OF CLAIMS DETERMINATION PROCESS:**

As provided for in the Eligibility for Benefits and the Limitations and Exclusions sections of Your Policy, the following steps are taken in order to determine eligibility under any claim filed: (1) determine when the claim was incurred, and whether the loss is covered by the Policy. This step may require the collection of medical records, a death certificate, autopsy findings from a medical examiner or coroner, and information regarding medical history from Physicians, Hospitals, other insurance companies, government agencies and medical records copying services; (2) determine if the claim was incurred at a time when Your coverage was in force, and not during the eligibility period or during a lapse in coverage; and (3) determine if any Policy exclusions exist for the claim.

#### **RENEWABILITY OF THIS POLICY:**

This Policy is continuously renewed by the payment of Premiums when due up to the age of 65.

#### **PREMIUM:**

Your initial premium depends on the optional benefits You selected. We reserve the right to change premium rates upon written notice at least 31 days before the change is to become effective.

**OPTIONAL RIDERS:** Please indicate the proposed insured's choices by checking the appropriate box(es).

**HOSPITAL CONFINEMENT DAILY BENEFIT:** We will pay the benefit amount as selected on your application per day of Hospital Confinement beginning with the second day of Hospital Confinement when You are confined as an inpatient to a Hospital for a Covered Sickness or a Covered Accident.

If You are re-confined within 30 days, then the later period will be considered a continuation of the prior Period of Confinement. If re-confinement occurs more than 30 days later, We will treat the later Hospital Confinement as a new Period of Confinement.

**PET BOARDING BENEFIT:** We will pay \$30 per day when You board Your Pet, regardless of the number of Pets, at a Kennel due to Your Hospital Confinement for a Covered Sickness or Covered Accident. This benefit is limited to 14 days per confinement.

You may choose any Kennel You wish for care of Your Pets. By offering this Rider, We make no recommendation whatsoever as to which Kennel You may choose, and We will not be liable, beyond the benefit provided by this Rider, for any care or lack of care by any Kennel You do choose.

If You are re-confined within 30 days, then the later period will be considered a continuation of the prior Period of Confinement. If re-confinement occurs more than 30 days later, We will treat the later Hospital Confinement as a new Period of Confinement.

**THIS OUTLINE OF COVERAGE IS A BRIEF SUMMARY OF THE BENEFITS PROVIDED. PLEASE CONSULT THE POLICY ITSELF TO DETERMINE GOVERNING CONTRACTUAL PROVISIONS.**

**PLEASE RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.**