

<i>SERFF Tracking Number:</i>	<i>WAKE-126070939</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Life Insurance Company of Alabama</i>	<i>State Tracking Number:</i>	<i>41837</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H08I Individual Health - Intensive Care - Limited Benefit</i>	<i>Sub-TOI:</i>	<i>H08I.000 Health - Intensive Care - Limited Benefit</i>
<i>Product Name:</i>	<i>LOA Intensive Care Forms 2009</i>		
<i>Project Name/Number:</i>	<i>LOA/032009</i>		

Filing at a Glance

Company: Life Insurance Company of Alabama

Product Name: LOA Intensive Care Forms 2009 SERFF Tr Num: WAKE-126070939 State: ArkansasLH

TOI: H08I Individual Health - Intensive Care - Limited Benefit SERFF Status: Closed State Tr Num: 41837

Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit Co Tr Num: State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor
 Author: Jennifer Snell Disposition Date: 04/10/2009
 Date Submitted: 03/16/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: LOA
 Project Number: 032009
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending
 Date Approved in Domicile:
 Domicile Status Comments: This filing is currently pending in the home domicile state of Alabama.

Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:
 Filing Status Changed: 04/10/2009

Market Type: Individual
 Group Market Size:
 Group Market Type:
 Explanation for Other Group Market Type:
 State Status Changed: 04/10/2009
 Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:

RE: NAIC Number:65412/Life Insurance Company of Alabama

SERFF Tracking Number: WAKE-126070939 State: Arkansas
Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
Company Tracking Number:
TOI: H08I Individual Health - Intensive Care - Limited Benefit Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit
Product Name: LOA Intensive Care Forms 2009
Project Name/Number: LOA/032009

Submission

Hospital Intensive Care Indemnity Policy – Form Number HI75I0109 AR

Wakely Actuarial Services, Inc. has been retained by Life Insurance Company of Alabama to assist them in obtaining approval of the above-captioned form.

The Intensive Care Policy being submitted provides an indemnity benefit when a covered person is confined to an intensive care unit of a hospital. In addition it will pay one half the amount for confinement in a Step-Down unit. Benefits are tripled if the covered person is confined within 48 hours of a covered accident. The benefit decreases by 50% at age 70.

The applications that will be used with this product, form numbers BH7509 and BH8709, have been submitted under SERFF filing number WAKE-11111111 for your department's review and approval.

The policies will be marketed to individuals by contracted agents and brokers.

Wakely Actuarial Services, Inc. appreciates the Department's time and consideration in the review of this filing for the Life Insurance Company of Alabama.

Company and Contact

Filing Contact Information

(This filing was made by a third party - WAS01)

Jennifer Snell, Compliance Analyst jennifer.snell@wakelyactuarial.com
34125 US Highway N (727) 373-4558 [Phone]
Palm Harbor, FL 34684 (727) 373-4559[FAX]

Filing Company Information

Life Insurance Company of Alabama CoCode: 65412 State of Domicile: Alabama
302 Broad Street Group Code: -99 Company Type:
Gadsden, AL 35901 Group Name: State ID Number:
(256) 543-2022 ext. [Phone] FEIN Number: 63-0321291

SERFF Tracking Number: WAKE-126070939 State: Arkansas
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Product Name: LOA Intensive Care Forms 2009
Project Name/Number: LOA/032009

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Life Insurance Company of Alabama	\$50.00	03/16/2009	26449708

SERFF Tracking Number: WAKE-126070939 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/10/2009	04/10/2009

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	03/18/2009	03/18/2009	Jennifer Snell	04/10/2009	04/10/2009

SERFF Tracking Number: WAKE-126070939 State: Arkansas
Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
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TOI: H08I Individual Health - Intensive Care - Limited Benefit Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit
Product Name: LOA Intensive Care Forms 2009
Project Name/Number: LOA/032009

Disposition

Disposition Date: 04/10/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WAKE-126070939 State: Arkansas
 Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
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 Product Name: LOA Intensive Care Forms 2009
 Project Name/Number: LOA/032009

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Authorization Letter	Approved-Closed	Yes
Form (revised)	Hospital Intensive Care Indemnity	Approved-Closed	Yes
Form	Hospital Intensive Care Indemnity	Replaced	Yes
Rate (revised)	Rate Pages	Approved-Closed	Yes
Rate	Rate Pages	Replaced	Yes

SERFF Tracking Number: WAKE-126070939 State: Arkansas
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Company Tracking Number:
TOI: H08I Individual Health - Intensive Care - Limited Benefit Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit
Product Name: LOA Intensive Care Forms 2009
Project Name/Number: LOA/032009

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/18/2009
Submitted Date 03/18/2009

Respond By Date

Dear Jennifer Snell,

This will acknowledge receipt of the captioned filing.

Objection 1

- Hospital Intensive Care Indemnity (Form)

Comment:

Under Renewal and Premium Provisions, it is stated that...."Premium for this Policy is guaranteed not to change during the first twelve (12) months of coverage and shall not be increased more than one in a six (6) month period.

It has been our Departmental policy for years that rate increases will not be given prior to the first annual anniversary date of any policy and after the first annual anniversary date of any policy, increases will not be given more frequently than once in a twelve (12) month period

Objection 2

- Hospital Intensive Care Indemnity (Form)

Comment: With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.

Objection 3

- Hospital Intensive Care Indemnity (Form)

Comment: The definition of Pre-existing condition shall not be defined to be more restrictive than the language outlined under Rule 18, Section 5 F.

Objection 4

- Rate Pages (Rate)

Comment: The policy was attached and not the rate pages.

Please feel free to contact me if you have questions.

Sincerely,

SERFF Tracking Number: WAKE-126070939 State: Arkansas
 Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
 Company Tracking Number:
 TOI: H08I Individual Health - Intensive Care - Limited Benefit Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit
 Product Name: LOA Intensive Care Forms 2009
 Project Name/Number: LOA/032009
 Rosalind Minor

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 04/10/2009
 Submitted Date 04/10/2009

Dear Rosalind Minor,

Comments:

This letter is in response to your objection letter dated March 18, 2009 in regards to the above captioned filing.

Response 1

Comments: The Renewal and Premium Provisions section has been revised to comply with Departmental policy.

Related Objection 1

Applies To:

- Hospital Intensive Care Indemnity (Form)

Comment:

Under Renewal and Premium Provisions, it is stated that..."Premium for this Policy is guaranteed not to change during the first twelve (12) months of coverage and shall not be increased more than one in a six (6) month period.

It has been our Departmental policy for years that rate increases will not be given prior to the first annual anniversary date of any policy and after the first annual anniversary date of any policy, increases will not be given more frequently than once in a twelve (12) month period

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific	Readability Score	Attach Document
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SERFF Tracking Number: WAKE-126070939 State: Arkansas
 Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
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 Product Name: LOA Intensive Care Forms 2009
 Project Name/Number: LOA/032009

Data

Hospital Intensive Care HI75I0109 Indemnity AR	Policy/Contract/Fraternal Initial Certificate: Amendment, Insert Page, Endorsement or Rider	43	ICU Policy HI75I0109 AR.pdf
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Previous Version

Hospital Intensive Care HI75I0109 Indemnity AR	Policy/Contract/Fraternal Initial Certificate: Amendment, Insert Page, Endorsement or Rider	43	ICU Policy HI75I0109 AR.pdf
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SERFF Tracking Number: WAKE-126070939 State: Arkansas
 Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
 Company Tracking Number:
 TOI: H08I Individual Health - Intensive Care - Sub-TOI: H08I.000 Health - Intensive Care - Limited
 Limited Benefit Benefit
 Product Name: LOA Intensive Care Forms 2009
 Project Name/Number: LOA/032009

No Rate/Rule Schedule items changed.

Response 2

Comments: In order to comply with ACA 23-85-131(b), the handicapped dependent section has revised.

Related Objection 1

Applies To:

- Hospital Intensive Care Indemnity (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-85-131(b) and Bulletin 14-81.

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 Intensive Care Indemnity	HI75I0109 AR		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		43	ICU Policy HI75I0109 AR.pdf

Previous Version

Hospital Intensive Care Indemnity	HI75I0109 AR		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		43	ICU Policy HI75I0109 AR.pdf
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No Rate/Rule Schedule items changed.

Response 3

Comments: The definition of Pre-existing condition has been revised to comply with Rule 18, Section 5 F.

SERFF Tracking Number: WAKE-126070939 State: Arkansas
 Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
 Company Tracking Number:
 TOI: H08I Individual Health - Intensive Care - Limited Benefit Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit
 Product Name: LOA Intensive Care Forms 2009
 Project Name/Number: LOA/032009

Related Objection 1

Applies To:

- Hospital Intensive Care Indemnity (Form)

Comment:

The definition of Pre-existing condition shall not be defined to be more restrictive than the language outlined under Rule 18, Section 5 F.

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 Intensive Care Indemnity	HI75I0109 AR		Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		43	ICU Policy HI75I0109 AR.pdf
<i>Previous Version</i>							
<i>Hospital Intensive Care Indemnity</i>	<i>HI75I0109 AR</i>		<i>Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider</i>	<i>Initial</i>		<i>43</i>	<i>ICU Policy HI75I0109 AR.pdf</i>

No Rate/Rule Schedule items changed.

Response 4

Comments: Attached you will find the rate pages for your review and approval.

Related Objection 1

Applies To:

- Rate Pages (Rate)

Comment:

SERFF Tracking Number: WAKE-126070939 State: Arkansas
Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
Company Tracking Number:
TOI: H08I Individual Health - Intensive Care - Limited Benefit Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit
Product Name: LOA Intensive Care Forms 2009
Project Name/Number: LOA/032009

The policy was attached and not the rate pages.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

Rate/Rule Schedule Item Changes

Document Name:	Affected Form Numbers:	Rate Action:	Rate Action Information:	Attach Document:
Rate Pages	HI75I0109 AR	New	<i>Previous State Filing Number</i>	
			<i>Percent Rate Change Request</i>	

0

Previous Version

Rate Pages	HI75I0109 AR	New	<i>Previous State Filing Number</i>	
			<i>Percent Rate Change Request</i>	

0

Feel free to contact me should further information be needed.

Thank you

Sincerely,
Jennifer Snell

SERFF Tracking Number: WAKE-126070939 State: Arkansas
 Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
 Company Tracking Number:
 TOI: H08I Individual Health - Intensive Care - Limited Benefit Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit
 Product Name: LOA Intensive Care Forms 2009
 Project Name/Number: LOA/032009

Form Schedule

Lead Form Number: HI75I0109 AR

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	HI75I0109 AR	Policy/Cont	Hospital Intensive Care Indemnity	Initial		43	ICU Policy HI75I0109 AR.pdf
			al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider				



LICOA
Life Insurance Company of Alabama
HOME OFFICE • GADSDEN, ALABAMA 35902

Protecting your financial security

HOSPITAL INTENSIVE CARE INDEMNITY POLICY

LIFE INSURANCE COMPANY OF ALABAMA agrees to pay the benefits according to the provisions of this Policy. All benefits are subject to its provisions and limitations.

Signed for the Company at Gadsden, Alabama.

Secretary

President

CONSIDERATION

This Policy is issued in consideration of the application and payment in advance of the initial premium. This Policy begins at 12:01 a.m. standard time at Your residence on the Effective Date shown on the Policy Schedule Page. It ends, subject to the Grace Period, at 12:00 midnight, on the date any renewal premium is due and not paid. The dates and premiums are shown on the Policy Schedule Page.

RIGHT TO EXAMINE POLICY FOR 10 DAYS

Within ten (10) days from receipt of this Policy, You may return it for any reason. If returned, this Policy is void. Any premiums or policy fee paid for this Policy will be refunded. The Policy may be returned to Us or the agent who sold it.

RENEWAL AND PREMIUM PROVISIONS

This Policy is Guaranteed Renewable during Your lifetime. It may be renewed on any premium due date by paying the renewal premium. It must be paid on or before its due date, or within the thirty-one (31) days that follow. We cannot refuse to renew this Policy or place any restrictions on it if the premium is paid on time.

We may change the premium rates for this Policy. We cannot change the premium rates unless We change them for this Policy form for every Insured within a state in the same class. If We change the premium rates, We will notify the Insured before the change becomes effective in accordance with the statutes of the state where this Policy was issued. We will notify the Insured at his last known address according to Our records. Premium for this Policy is guaranteed not to change during the first twelve (12) months of coverage and shall not be increased more than once in a twelve (12) month period.

***** IMPORTANT NOTICE *****

Please read the copy of the application attached to this Policy. Carefully check the application. Write to Life Insurance Company of Alabama, P.O. Box 349, Gadsden, Alabama 35902, within ten (10) days, if any information shown on it is not correct and complete or if any past medical history has been left out on the application. This application is a part of the Policy. The Policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

**HOSPITAL INTENSIVE CARE INDEMNITY POLICY
GUARANTEED RENEWABLE FOR LIFE
SUBJECT TO COMPANY'S RIGHT TO CHANGE
THE APPLICABLE TABLE OF PREMIUM RATES**

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Application..... Attached

POLICY SCHEDULE PAGE

Policy Number: [12345678]
Primary Insured: [John Doe]

Policy Effective Date: [July 1, 2008]

Premium Payment Modes:

Annual: [\$xx.xx] **Semi Annual:** [\$xx.xx] **Special Monthly:** [\$xx.xx]
Quarterly: [\$xx.xx] **Monthly:** [\$xx.xx]

Mode Selected: [Annual]

Coverage Type: [Individual, Individual and Spouse, One Parent Family, Two Parent Family]

Benefit Description	Daily Benefit Amount	Modal Premium
Hospital Intensive Care Indemnity Benefit	[\$ 150.00]	[\$ XX.XX]

DEFINITIONS

“Beneficiary” means the person, persons or party designated to receive any Policy proceeds in the event of Your death. The Beneficiary for this Policy is as named on the application unless changed by You and endorsed by Us.

“Covered Injury” means an accidental bodily injury that is independent of any sickness, illness, infection or disease that is a result of an accident occurring after the Policy Effective Date and while the Policy is in force.

“Covered Persons” are indicated by the Coverage Type as shown on the Policy Schedule Page as follows:

- 1) Individual: Only the Primary Insured listed on the Policy Schedule Page is covered.
- 2) Individual and Spouse: The Primary Insured and the Primary Insured’s Legal Spouse as listed on the application or added/changed by endorsement are covered.
- 3) One Parent Family: The Primary Insured and all of the Primary Insured’s legal Dependent Child(ren) as listed on the application or added/changed by endorsement are covered.
- 4) Two Parent Family: The Primary Insured, the Primary Insured’s Legal Spouse as listed on the application or added/changed by endorsement and all of the Primary Insured’s legal Dependent Child(ren) as listed on the application or added/changed by endorsement are covered.

Any person specifically excluded by name from coverage is NOT included as a Covered Person.

“Covered Sickness” means any sickness, illness, infection, disease or other abnormal physical condition NOT caused by an injury that manifests itself on or after the Policy Effective Date and while the Policy is in force.

“Dependent Child” or **“Dependent Children”** means any unmarried child (natural, step or adopted) of Yours who:

- 1) is less than nineteen (19) years old and living with You; or
- 2) is less than twenty-four (24) years old and attending an accredited school as a full time student. Such child must be legally dependent upon You for principal support and maintenance; or
- 3) is or becomes incapable of self-support because of mental or physical handicap while covered under this Policy and prior to attaining limiting age for Dependent Child(ren) under (1) or (2) above. The child must be legally dependent upon You for support and maintenance. We must receive proof of incapacity otherwise the insurance will terminate. Coverage will then continue as long as Your insurance stays in force and the child remains incapacitated. Additional proof may be requested from time to time but not more often than once a year after the child attains age twenty-four (24); or
- 4) is not living with You, but You are legally required to support such child, and the child would otherwise qualify under (1), (2) or (3) above.

The term Dependent Child(ren) does NOT include grandchild(ren) unless required by law.

The term Dependent Child(ren) does NOT include newborn child(ren) during the first thirty (30) days of life if the newborn child(ren) are born less than ten (10) months after the Policy Effective Date. Newborn child(ren) born ten (10) months or more after the Policy Effective Date are considered Dependent Child(ren) from the moment of birth.

Proof of legal status may be required from time to time on covered Dependent Child(ren).

“Emergency Room” or **“Emergency Department”** means the part of a Hospital designed and used for the treatment of people requiring immediate medical attention, such as victims of accidents, heart attacks or other acute medical conditions. Emergency care must be available twenty-four (24) hours a day and seven (7) days a week.

“Hospital” means a licensed institution located within the United States of America and its territories that:

- 1) has on its premises:
 - a) laboratory, x-ray equipment and operating rooms where major surgical operations may be performed by a licensed Physician; and
 - b) permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician; and
 - c) 24-hour-a-day nursing service by graduate registered nurses; and
 - d) the patient’s written history and medical records;
- or;**
- 2) is accredited by the Joint Commission on Accreditation of Hospitals.

The term Hospital shall NOT include any institution used by a Covered Person as a place for rehabilitation; a place for rest, or for the aged; a nursing or convalescent home; a long term nursing unit or geriatrics ward; Hospice or Hospice unit; extended care facility; or facilities for the care of convalescent, rehabilitative, physical therapy or ambulatory patients.

“Hospital Intensive Care Unit” or **“Highest Level of Hospital Intensive Care Unit”** means only that specifically designated facility of the Hospital that provides the highest level of medical care which is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured. They must be under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to the Intensive Care Unit.

“Indemnity Benefit” means any insurance benefit paid under this Policy as a result of the occurrence of a Specified Event. The benefit amount is a stated fixed amount in this Policy and is NOT dependent on any external monetary amount or cost.

“Insured” means the person(s) whose life is insured under this Policy. The Primary Insured is as named in the application and shown on the Policy Schedule Page.

“Legal Spouse” means Your spouse as recognized by federal law. Once this Policy has been issued, any consideration of an addition of a spouse, whether by first marriage or remarriage, requires the submission of a completed application and is subject to Our approval. Spouse coverage terminates upon divorce of marriage. Proof of legal status may be required upon Our request from time to time on a covered spouse.

“Month-a-versary” means the monthly recurring date of your Policy Effective Date.

“Physician” means a licensed practitioner of the healing arts, as recognized by the American Medical Association, operating within the scope of his or her license other than You or an Immediate Family Member.

“Policy Effective Date” means the date the Policy is issued by Us and coverage begins. The Policy Effective Date is shown on the Policy Schedule Page.

“Pre-existing Condition” means a condition for which symptoms existed up to five years prior to the Policy Effective Date that would cause an ordinarily prudent person to seek diagnosis, care or treatment or for which medical advice or treatment was recommended by a Physician or received from a Physician.

“Primary Insured” means the person named in the application and shown on the Policy Schedule Page.

“Reinstatement Date” means the date coverage under this Policy becomes effective following Reinstatement. This date will be the next Month-a-versary following Our approval in writing of the Reinstatement of any coverage.

“Specified Event” means a treatment, confinement, service, expense, or diagnosis as specified in the Policy that causes a Covered Person to be eligible for benefits of the Policy.

“Step-Down Hospital Intensive Care Unit” may include step-down units such as: (a) progressive care, sub-acute intensive care or intermediate care units; or (b) other facilities which meet the standards of a “Hospital Intensive Care Unit”.

“We”, “Us”, “Company” and **“Our”** mean the Life Insurance Company of Alabama.

“Written Notice” means a communication in writing from You on forms furnished by or acceptable to the Company. All correspondence should be sent to Our Home Office at P.O. Box 349, Gadsden, Alabama 35902.

“You”, “Your”, and **“Yours”** mean the Primary Insured named on the Policy Schedule Page.

INTENSIVE CARE INDEMNITY BENEFIT

If a Covered Person incurs a Covered Injury or Covered Sickness after the Policy Effective Date as shown on the Policy Schedule Page and while this Policy is in force, We will pay the following Indemnity Benefit as shown on the Policy Schedule Page if the Covered Person incurs a Specified Event required for the Intensive Care Indemnity Benefit in the course of treatment for the Covered Injury or Covered Sickness while this Policy is in force, subject to:

- 1) the Time Limit on Certain Defenses provision of the Policy; and
- 2) all other limitations, conditions and provisions of the Policy.

We will pay the Intensive Care Indemnity Benefit as shown on the Policy Schedule Page for each day a Covered Person incurs the Specified Event required for the Intensive Care Indemnity Benefit. The Specified Event required for the Intensive Care Indemnity Benefit is confinement of a Covered Person in a Hospital Intensive Care Unit due to or for the treatment of a Covered Injury or Covered Sickness as specified below and occurs on the date(s) the Covered Person is so confined. A day is defined as a 24-hour period with a minimum of an 18-hour confinement.

Confinement in a Hospital Intensive Care Unit does NOT include:

- 1) confinements of less than 18-hours; or
- 2) treatment on an out-patient basis; or
- 3) Emergency Room treatment; or
- 4) the same day Extended Care Facility, Home Health Care and/or Hospice Care Indemnity Benefits are payable; or
- 5) the day of discharge from the Hospital except where the day of discharge and the day of admission are the same day and the confinement was for at least 18-hours.

We will pay three (3) times the Intensive Care Indemnity Benefit amount as shown on the Policy Schedule Page if the Hospital Intensive Care Unit confinement begins within 48 hours of and is the result of riding in, boarding or alighting from:

- a. certain vehicles not licensed to carry passengers including automobiles, station wagons, vans, jeeps, self-propelled motor homes, motorcycles and trucks with a load capacity of 2,000 pounds or less; or
- b. as a fare-paying passenger on any vehicle, boat, ship, aircraft or railway operated by a common carrier, licensed for the regular transportation of passengers; or
- c. a school bus operated by or under the direction and supervision of the school authorities of a state or local Board of Education.

We will pay one half (1/2) of the Intensive Care Indemnity Benefit amount payable for confinement in a Step-Down Hospital Intensive Care Unit.

The Intensive Care Indemnity Benefit is limited to 30 days per Hospital confinement per Covered Person. If less than 30 days separate Hospital confinements, the confinements shall be considered as one confinement for purposes of this Policy.

Once a Covered Person attains age 70, the Intensive Care Indemnity Benefit is reduced to 50% of the amount that would otherwise be payable.

LIMITATIONS AND EXCLUSIONS

We will NOT pay any Indemnity Benefit for Specified Events related to Pre-existing Conditions except after five (5) years from the Policy Effective Date.

Indemnity Benefits under this Policy are NOT payable for Specified Events that occur outside the United States of America or its territories.

We will NOT pay any Indemnity Benefit for Specified Events which occur during a Hospital confinement that began on or prior to the Policy Effective Date.

Confinement in a Hospital Intensive Care Unit does NOT include:

- 1) confinements of less than 18-hours; or
- 2) treatment on an out-patient basis; or
- 3) Emergency Room treatment; or
- 4) the day of discharge from the Hospital except where the day of discharge and the day of admission are the same day and the confinement was for at least 18-hours.

We will pay one half (1/2) of the Intensive Care Indemnity Benefit amount payable for confinement in a Step-Down Hospital Intensive Care Unit.

Once a Covered Person attains age 70, the Intensive Care Indemnity Benefit is reduced to 50% of the amount that would otherwise be payable.

The term Dependent Child(ren) does NOT include newborn child(ren) during the first thirty (30) days of life if the newborn child(ren) are born less than ten (10) months after the Policy Effective Date. Newborn child(ren) born ten (10) months or more after the Policy Effective Date are considered Dependent Child(ren) from the moment of birth.

The Intensive Care Indemnity Benefit is payable for only one Hospital Intensive Care Unit or Step-Down Hospital Intensive Care Unit confinement at a time per Covered Person even if the confinement is caused by more than one Covered Injury or Covered Sickness.

The Intensive Care Indemnity Benefit is limited to 30 days per Hospital confinement per Covered Person. If less than 30 days separate Hospital confinements, the confinements shall be considered as one confinement for purposes of this Policy.

We will NOT pay any loss that:

- 1) results from any of the following:
 - a) Pre-existing Conditions except after five (5) years from the Policy Effective Date; or
 - b) injury occurring or sickness manifested prior to the Policy Effective Date; or
 - c) injury occurring while incarcerated; or
 - d) committing or attempting to commit suicide while sane or insane; or
 - e) commission of or an attempt to commit an assault or felony; or
 - f) engaging in any illegal activity; or
 - g) practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received; or
 - h) driving or riding in any race of speed or endurance or testing a motorized vehicle on any racetrack, raceway, race course or speedway; or

- i) declared or undeclared war, or any cause or act of war or regular military training, whether the Covered Person is a member of any armed force or a civilian; or
 - j) travel in an aircraft, including those which are not motor-driven, or hot air balloon other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline; or
 - k) alcoholism or drug addiction; or
 - l) voluntarily taking, inhaling or absorbing any poison, gas or fumes; or
 - m) any intentionally self-inflicted injury; or
 - n) mental infirmity or disease, or treatment for the infirmity or disease; or
- 2) occurs while:
- a) taking or using any hallucinogen, narcotic or drugs except on the advice of a licensed Physician; or
 - b) intoxicated. "Intoxicated" means under the influence of alcohol or narcotics unless administered on the advice of the Covered Person's Physician or having a prohibited concentration of alcohol in the blood, breath, urine or other bodily substance, as determined by the law of the jurisdiction in which the Injury occurred; or
 - c) engaging in hang-gliding, bungee jumping, parachuting, sky-diving, sail gliding, parasailing, parakiting or any similar activities.

TERMINATION OF INSURANCE

Insurance coverage for You and Your Legal Spouse, if covered, will continue for Your lifetime as long as premiums are paid as due.

Insurance coverage will terminate automatically for all Covered Persons as of the premium due date if premium for this Policy is in default beyond the end of its Grace Period.

In the event of Your death, coverage on any remaining Covered Persons will not terminate provided We receive a copy of Your death certificate and Written Notice to continue coverage within thirty (30) days of the date of Your death. If Your covered Legal Spouse or Dependent Child dies, You may request in writing to remove them from Your coverage.

If Your Legal Spouse is a Covered Person under this Policy and You and Your Legal Spouse dissolve Your marriage by a valid decree of dissolution of marriage, insurance coverage provided by this Policy on Your former Legal Spouse will automatically terminate on the 61st day following the date of the decree of the dissolution of marriage.

Insurance coverage on a Dependent Child will terminate automatically on the earliest of the following:

- 1) the Month-a-versary following the Dependent Child's marriage; or
- 2) the Month-a-versary following the Dependent Child's nineteenth (19th) birthday, if not a full-time student at an accredited school; or
- 3) the Month-a-versary following the Dependent Child's twenty-fourth (24th) birthday, if a full-time student at an accredited school and legally dependent on You for principal support and maintenance.

Insurance coverage will not terminate due to the Dependent Child's age if the child is both:

- 1) incapable of self-sustaining employment because of mental or physical handicap; and
- 2) currently dependent upon You for support and maintenance.

You **must** provide proof of the Dependent Child's mental or physical handicap and dependence upon You within thirty-one (31) days after coverage would otherwise terminate in order for coverage to continue under this Policy. Proof of continued incapacity and dependency **must be** furnished at Our request.

RIGHT OF CONVERSION

If You and Your Legal Spouse dissolve Your marriage by a valid decree of dissolution of marriage and Your Legal Spouse was a Covered Person under this Policy, then Your former Legal Spouse may apply and receive, without evidence of insurability, a Policy providing coverage NOT greater than the terminated coverage. To
HI75I0109 AR

obtain the Policy, Your former Legal Spouse must make application to Us within sixty (60) days following the date of the decree of dissolution of marriage. The Primary Insured under this Policy at the time of the dissolution of marriage shall remain the Primary Insured under this Policy. Coverage terminates automatically for the former Legal Spouse on the 61st day following the date of the decree of the dissolution of marriage. Any covered Dependent Children may be covered under either Policy, but NOT both.

A Covered Person whose dependency terminates and who desires to continue coverage as a Primary Insured under a separate Policy may do so by notifying Us of the request in writing. The Dependent Child will have the right to continue coverage as the Primary Insured under a separate Policy providing coverage NOT greater than the previous coverage without a requirement for evidence of insurability and without interruption in coverage. To obtain the Policy, the Dependent Child must make application to Us within thirty-one (31) days after the termination of insurance under this Policy.

In order to be considered for coverage, any Legal Spouse or Dependent Child not listed on the initial application must make written application.

GENERAL PROVISIONS

Claim Forms: Upon receipt of a Notice of Claim, We will send You claim forms. If these forms are not sent within fifteen (15) days, Your claim may be initiated by giving Us a written statement with sufficient documentation of the Specified Events, qualified expenses and medical records, subject to the terms and conditions of the Proof of Loss provision. Additional documentation for Proof of Loss may be required.

Conformity With State Statutes: Any provision of the Policy which, on the Policy Effective Date, is in conflict with the laws of the state in which the Policy was issued on such date is hereby amended to conform to the minimum requirements of such statutes.

Entire Contract; Changes: The contract is made up of this Policy, its application and any endorsements. A copy of the application is attached. No change in this Policy will be valid unless it is approved and signed by one of Our executive officers. No agent may change this Policy or waive any of its provisions.

Fraudulent Misstatements: If You make a Fraudulent Misstatement in the application for this Policy, We may reduce or deny any claim or void the Policy at any time.

Grace Period: This Policy has a thirty-one (31) day Grace Period for paying premium. This means if a renewal premium is not paid by the date due, it may be paid during the following thirty-one (31) days. Any otherwise payable claim incurred during the Grace Period will NOT be paid until the past due premiums are paid provided the Policy has not lapsed or terminated. If You do not pay Your premium by the end of the thirty-one (31) day Grace Period, Your Policy will terminate as of the date the premium was due.

Legal Action: No legal action can be taken to receive benefits under this Policy:

- 1) less than sixty (60) days after sufficient written Proof of Loss has been furnished as required; or
- 2) more than three (3) years after the date of the Specified Event.

Misstatement of Age or Sex: If the age or sex of the Primary Insured has been misstated, all amounts payable under this Policy shall be as much as the premium paid would have purchased at the correct age and sex. If, according to the correct age, We would not have issued this Policy, We will not pay any benefits and will refund all premiums paid.

Notice of Claim: We must receive Written Notice of a claim, including the name of the Covered Person and Policy Number. Written Notice must be given within sixty (60) days of the Specified Event, or as soon as reasonably possible. Written Notice given by or on behalf of You to Our home office at P.O. Box 349, Gadsden, AL 35902, or to any authorized agent of Us, with information sufficient to identify You, shall be deemed notice to Us.

Payment of Claims: We will pay all benefits to You; benefits under this Policy are not subject to assignment. Upon receipt of Your death certificate, any benefits that have not been paid at the time of Your death may be paid to Your estate or Your designated Beneficiary. We have the right to pay up to \$3,000 of those benefits to any Immediate Family Member who We believe is justly entitled to such payment. If We make a payment under this provision in good faith, We will be released from liability to the extent of the payment.

Payment of Premium: The due date of the initial premium is the Policy Effective Date. The initial premium may be paid to the Home Office or to one of the Company's authorized agents. Premiums after the initial premium must be paid to the Home Office at P.O. Box 349, Gadsden, AL 35902. Upon receipt of Your death certificate, We will refund any premium paid for any monthly period beyond the Month-a-versary following the date of death. The refund may be paid to Your estate or designated Beneficiary. Upon receipt of Your Written Notice to discontinue coverage, We will refund any premium paid for any monthly period beyond the Month-a-versary following the date We received the Written Notice from You. The refund may be paid to You.

This Policy is not effective until the Policy Effective Date regardless of the date of the first premium payment if any premium is paid prior to the Policy Effective Date. Any premium received prior to issue of the Policy will be held pending issue of the Policy. If the Policy is not issued by Us, We will refund any premium being held.

If We or any third party on Our behalf receive premiums by any method (including payroll deduction and bank draft) prior to the issue of this Policy, We assume NO liability for coverage until this Policy is issued by Us.

Pre-existing Conditions: The Indemnity Benefits of this Policy will NOT be payable for any Specified Events due to or resulting from Pre-existing Conditions during the first five (5) years from the Policy Effective Date.

Proof of Loss: Written Proof of Loss must be given to Us within ninety (90) days after the date of such loss or the date of the Specified Event. Written Proof of Loss must include sufficient documentation furnished by the medical provider of the qualified treatment, expenses and medical records. If You are not able to give Us sufficient Proof of Loss within ninety (90) days of the Specified Event, the claim will not be reduced or denied if:

- 1) it was not reasonably possible to give proof in that timeframe; and
- 2) the proof is filed as soon as reasonably possible.

In no event, except the absence of legal capacity, may proof be given to Us later than one (1) year after the loss or the date of the Specified Event.

We have the right to investigate all claims thoroughly and require that You provide Us with sufficient Proof of Loss.

Reinstatement: If this Policy terminates, the Policy may be reinstated within six (6) months of termination if an application for Reinstatement is submitted to Us and all past due premiums are paid to Us. Any premium We receive after the Policy termination will be held pending approval or denial of the Reinstatement. Reinstatement must be approved or denied by Us in writing. If Reinstatement is denied by Us, any premium We received after the termination date of the Policy will be refunded.

The reinstated Policy shall provide benefits for Specified Events incurred after the Reinstatement Date and while the Policy is in force. In all other respects, You and We have the same rights as before termination, subject to any added endorsements. Benefits will NOT be payable for Specified Events incurred prior to the Reinstatement Date.

Time Limit on Certain Defenses (Contestable Period): After two (2) years from the Policy Effective Date (or the Reinstatement Date, if the Policy has been reinstated), no misstatements, except Fraudulent Misstatements, made by You in the application (or reinstatement application) shall be used to void this Policy or to deny a claim incurred after the expiration of such two (2) year period. During this two (2) year contestable period, if We do not receive sufficient documentation from You to properly investigate Your claim, We retain the right to void

the Policy and refund all premiums We have received. We will provide You with Written Notice fifteen (15) days before the Policy is voided. The date of a Specified Event determines whether or not a claim is within the Contestable Period, NOT when the claim is received by Us. Misstatements, including Fraudulent Misstatements, made by You on the Application (or reinstatement application) may be used by Us to void this Policy or to deny a claim incurred within two (2) years after the Policy Effective Date or within two (2) years after the Reinstatement of this Policy.

Time of Payment of Claims: Indemnity Benefits will be paid within thirty (30) working days once We receive sufficient written Proof of Loss.

If We do not pay benefits upon receipt of your claim, We shall have thirty (30) working days thereafter within which to mail to You a letter or notice which states the reasons We have for not paying the claim, either in whole or in part, and which also gives You a notice of any documents or other information needed to process the claim. When We have received sufficient written Proof of Loss from You, We shall then have thirty (30) working days within which to process and either pay the claim or deny it, in whole or in part, giving You the reasons We may have for denying such claim or any portion thereof.

SERFF Tracking Number: WAKE-126070939 State: Arkansas
 Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
 Company Tracking Number:
 TOI: H08I Individual Health - Intensive Care - Limited Benefit Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit
 Product Name: LOA Intensive Care Forms 2009
 Project Name/Number: LOA/032009

Rate/Rule Schedule

Review Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed	Rate Pages	HI75I0109 AR	New		ICU Rates.pdf

**Life Insurance Company of Alabama
Intensive Care Product**

Exhibit B - Monthly Gross Premium Rates Per Unit

Base Coverage - Form HI75I0109 - \$150

<u>Coverage</u>	<u>Issue Age</u>				<u>One Rate *</u>
	<u>18-39</u>	<u>40-54</u>	<u>55-64</u>	<u>65+</u>	
Named Insured	0.75	1.90	3.45	4.80	2.05
Named Insured & Spouse	1.15	2.95	5.40	7.50	3.15
One Parent Family	0.80	2.05	3.70	5.10	2.20
Two Parent Family	1.50	3.85	7.10	9.75	3.75

* One Rate premiums only available in the worksite and require a minimum of 10 insured's purchasing coverage

Factor Adjustments:

1) Worksite Market	0.90
2) Direct Market	1.00

<i>SERFF Tracking Number:</i>	WAKE-126070939	<i>State:</i>	Arkansas
<i>Filing Company:</i>	Life Insurance Company of Alabama	<i>State Tracking Number:</i>	41837
<i>Company Tracking Number:</i>			
<i>TOI:</i>	H08I Individual Health - Intensive Care - Limited Benefit	<i>Sub-TOI:</i>	H08I.000 Health - Intensive Care - Limited Benefit
<i>Product Name:</i>	LOA Intensive Care Forms 2009		
<i>Project Name/Number:</i>	LOA/032009		

Supporting Document Schedules

Satisfied -Name:	Flesch Certification	Review Status:	Approved-Closed	04/10/2009
Comments:				
Attachments:				
	Certification.pdf			
	Readability Intensive Care Ofc Sign.pdf			
Bypassed -Name:	Application	Review Status:	Approved-Closed	04/10/2009
Bypass Reason:	See Form Schedule			
Comments:				
Bypassed -Name:	Outline of Coverage	Review Status:	Approved-Closed	04/10/2009
Bypass Reason:	See Form Schedule			
Comments:				
Satisfied -Name:	Authorization Letter	Review Status:	Approved-Closed	04/10/2009
Comments:				
Attachment:				
	LOA Auth Ltr 2008.PDF			

**ARKANSAS
Rule and Regulation 19 Certification**

Title of Form(s)

Form Number

Hospital Intensive Care Indemnity Policy

HI75I0109 AR

I hereby certify that the above noted forms meet the provisions of Rule and Regulation 19, the Unfair Sex Discrimination in the Sale of Insurance.



Signature

Jennifer G. Snell

Name

Compliance Analyst

Title

03/16/2009

Date

READABILITY COMPLIANCE CERTIFICATION

Name and Address of Insurer:

**Life Insurance Company of Alabama
302 Broad Street
Gadsden, Alabama 35901**

I hereby certify that the Flesch Reading Ease Test Score of the listed forms are as follows:

Type and/or Title of Form(s)	Form Number(s)	Flesch Score
Hospital Intensive Care Indemnity Policy	HI75I0109 AR	43.4

The type size of the text is at least 10-pointed leaded.

I also certify to the best of my knowledge and belief that the form is in compliance with the Insurance Code and with all other applicable requirements of the Insurance Department in this state.



Signature

M. Lynn Lowe

Name

Executive Vice President

Title



LIFE INSURANCE COMPANY
of Alabama

M. LYNN LOWE
Executive Vice President
& Treasurer

HOME OFFICE
P. O. BOX 349
GADSDEN, ALABAMA 35902
Phone: (256) 439-3205
Email: llowe@licoa.com

July 31, 2008

Wakely Actuarial Services, Inc.
34125 US Highway 19 North, Suite 310
Palm Harbor, Florida 34684

To Whom It May Concern:

The firm of Wakely Actuarial Services, Inc. is hereby authorized to submit forms, rate filings or other filings requiring actuarial certification for approval to the Department of Insurance on behalf of Life Insurance Company of Alabama. Revisions to the filings, as may be necessary to gain approval, are included in this authorization.

Sincerely,

A handwritten signature in blue ink that reads "M. Lynn Lowe". The signature is fluid and cursive.

M. Lynn Lowe
Executive Vice President & Treasurer

MLL/js

SERFF Tracking Number: WAKE-126070939 State: Arkansas
 Filing Company: Life Insurance Company of Alabama State Tracking Number: 41837
 Company Tracking Number:
 TOI: H08I Individual Health - Intensive Care - Limited Benefit Sub-TOI: H08I.000 Health - Intensive Care - Limited Benefit
 Product Name: LOA Intensive Care Forms 2009
 Project Name/Number: LOA/032009

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.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Hospital Intensive Care Indemnity	03/16/2009	ICU Policy HI75I0109 AR.pdf
No original date	Rate and Rule	Rate Pages	03/16/2009	ICU Policy HI75I0109 AR.pdf



LICOA
Life Insurance Company of Alabama
HOME OFFICE • GADSDEN, ALABAMA 35902

Protecting your financial security

HOSPITAL INTENSIVE CARE INDEMNITY POLICY

LIFE INSURANCE COMPANY OF ALABAMA agrees to pay the benefits according to the provisions of this Policy. All benefits are subject to its provisions and limitations.

Signed for the Company at Gadsden, Alabama.

Secretary

President

CONSIDERATION

This Policy is issued in consideration of the application and payment in advance of the initial premium. This Policy begins at 12:01 a.m. standard time at Your residence on the Effective Date shown on the Policy Schedule Page. It ends, subject to the Grace Period, at 12:00 midnight, on the date any renewal premium is due and not paid. The dates and premiums are shown on the Policy Schedule Page.

RIGHT TO EXAMINE POLICY FOR 10 DAYS

Within ten (10) days from receipt of this Policy, You may return it for any reason. If returned, this Policy is void. Any premiums or policy fee paid for this Policy will be refunded. The Policy may be returned to Us or the agent who sold it.

RENEWAL AND PREMIUM PROVISIONS

This Policy is Guaranteed Renewable during Your lifetime. It may be renewed on any premium due date by paying the renewal premium. It must be paid on or before its due date, or within the thirty-one (31) days that follow. We cannot refuse to renew this Policy or place any restrictions on it if the premium is paid on time.

We may change the premium rates for this Policy. We cannot change the premium rates unless We change them for this Policy form for every Insured within a state in the same class. If We change the premium rates, We will notify the Insured before the change becomes effective in accordance with the statutes of the state where this Policy was issued. We will notify the Insured at his last known address according to Our records. Premium for this Policy is guaranteed not to change during the first twelve (12) months of coverage and shall not be increased more than once in a six (6) month period.

***** IMPORTANT NOTICE *****

Please read the copy of the application attached to this Policy. Carefully check the application. Write to Life Insurance Company of Alabama, P.O. Box 349, Gadsden, Alabama 35902, within ten (10) days, if any information shown on it is not correct and complete or if any past medical history has been left out on the application. This application is a part of the Policy. The Policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

**HOSPITAL INTENSIVE CARE INDEMNITY POLICY
GUARANTEED RENEWABLE FOR LIFE
SUBJECT TO COMPANY'S RIGHT TO CHANGE
THE APPLICABLE TABLE OF PREMIUM RATES**

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Application..... Attached

POLICY SCHEDULE PAGE

Policy Number: [12345678]
Primary Insured: [John Doe]

Policy Effective Date: [July 1, 2008]

Premium Payment Modes:

Annual: [\$xx.xx] **Semi Annual:** [\$xx.xx] **Special Monthly:** [\$xx.xx]
Quarterly: [\$xx.xx] **Monthly:** [\$xx.xx]

Mode Selected: [Annual]

Coverage Type: [Individual, Individual and Spouse, One Parent Family, Two Parent Family]

Benefit Description	Daily Benefit Amount	Modal Premium
Hospital Intensive Care Indemnity Benefit	[\$ 150.00]	[\$ XX.XX]

DEFINITIONS

“Beneficiary” means the person, persons or party designated to receive any Policy proceeds in the event of Your death. The Beneficiary for this Policy is as named on the application unless changed by You and endorsed by Us.

“Covered Injury” means an accidental bodily injury that is independent of any sickness, illness, infection or disease that is a result of an accident occurring after the Policy Effective Date and while the Policy is in force.

“Covered Persons” are indicated by the Coverage Type as shown on the Policy Schedule Page as follows:

- 1) Individual: Only the Primary Insured listed on the Policy Schedule Page is covered.
- 2) Individual and Spouse: The Primary Insured and the Primary Insured’s Legal Spouse as listed on the application or added/changed by endorsement are covered.
- 3) One Parent Family: The Primary Insured and all of the Primary Insured’s legal Dependent Child(ren) as listed on the application or added/changed by endorsement are covered.
- 4) Two Parent Family: The Primary Insured, the Primary Insured’s Legal Spouse as listed on the application or added/changed by endorsement and all of the Primary Insured’s legal Dependent Child(ren) as listed on the application or added/changed by endorsement are covered.

Any person specifically excluded by name from coverage is NOT included as a Covered Person.

“Covered Sickness” means any sickness, illness, infection, disease or other abnormal physical condition NOT caused by an injury that manifests itself on or after the Policy Effective Date and while the Policy is in force.

“Dependent Child” or **“Dependent Children”** means any unmarried child (natural, step or adopted) of Yours who:

- 1) is less than nineteen (19) years old and living with You; or
- 2) is less than twenty-four (24) years old and attending an accredited school as a full time student. Such child must be legally dependent upon You for principal support and maintenance; or
- 3) is or becomes incapable of self-support because of mental or physical handicap while covered under this Policy and prior to attaining limiting age for Dependent Child(ren) under (1) or (2) above. The child must be legally dependent upon You for support and maintenance. We must receive proof of incapacity within thirty-one (31) days after coverage would otherwise terminate. Coverage will then continue as long as Your insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age twenty-four (24); or
- 4) is not living with You, but You are legally required to support such child, and the child would otherwise qualify under (1), (2) or (3) above.

The term Dependent Child(ren) does NOT include grandchild(ren) unless required by law.

The term Dependent Child(ren) does NOT include newborn child(ren) during the first thirty (30) days of life if the newborn child(ren) are born less than ten (10) months after the Policy Effective Date. Newborn child(ren) born ten (10) months or more after the Policy Effective Date are considered Dependent Child(ren) from the moment of birth.

Proof of legal status may be required from time to time on covered Dependent Child(ren).

“Emergency Room” or **“Emergency Department”** means the part of a Hospital designed and used for the treatment of people requiring immediate medical attention, such as victims of accidents, heart attacks or other acute medical conditions. Emergency care must be available twenty-four (24) hours a day and seven (7) days a week.

“Hospital” means a licensed institution located within the United States of America and its territories that:

- 1) has on its premises:
 - a) laboratory, x-ray equipment and operating rooms where major surgical operations may be performed by a licensed Physician; and
 - b) permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician; and
 - c) 24-hour-a-day nursing service by graduate registered nurses; and
 - d) the patient’s written history and medical records;
- or;**
- 2) is accredited by the Joint Commission on Accreditation of Hospitals.

The term Hospital shall NOT include any institution used by a Covered Person as a place for rehabilitation; a place for rest, or for the aged; a nursing or convalescent home; a long term nursing unit or geriatrics ward; Hospice or Hospice unit; extended care facility; or facilities for the care of convalescent, rehabilitative, physical therapy or ambulatory patients.

“Hospital Intensive Care Unit” or **“Highest Level of Hospital Intensive Care Unit”** means only that specifically designated facility of the Hospital that provides the highest level of medical care which is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured. They must be under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to the Intensive Care Unit.

“Indemnity Benefit” means any insurance benefit paid under this Policy as a result of the occurrence of a Specified Event. The benefit amount is a stated fixed amount in this Policy and is NOT dependent on any external monetary amount or cost.

“Insured” means the person(s) whose life is insured under this Policy. The Primary Insured is as named in the application and shown on the Policy Schedule Page.

“Legal Spouse” means Your spouse as recognized by federal law. Once this Policy has been issued, any consideration of an addition of a spouse, whether by first marriage or remarriage, requires the submission of a completed application and is subject to Our approval. Spouse coverage terminates upon divorce of marriage. Proof of legal status may be required upon Our request from time to time on a covered spouse.

“Month-a-versary” means the monthly recurring date of your Policy Effective Date.

“Physician” means a licensed practitioner of the healing arts, as recognized by the American Medical Association, operating within the scope of his or her license other than You or an Immediate Family Member.

“Policy Effective Date” means the date the Policy is issued by Us and coverage begins. The Policy Effective Date is shown on the Policy Schedule Page.

“Pre-existing Condition” means a condition for which symptoms existed prior to the Policy Effective Date that would cause an ordinarily prudent person to seek diagnosis, care or treatment or for which medical advice or treatment was recommended by a Physician or received from a Physician.

“Primary Insured” means the person named in the application and shown on the Policy Schedule Page.

“Reinstatement Date” means the date coverage under this Policy becomes effective following Reinstatement. This date will be the next Month-a-versary following Our approval in writing of the Reinstatement of any coverage.

“Specified Event” means a treatment, confinement, service, expense, or diagnosis as specified in the Policy that causes a Covered Person to be eligible for benefits of the Policy.

“Step-Down Hospital Intensive Care Unit” may include step-down units such as: (a) progressive care, sub-acute intensive care or intermediate care units; or (b) other facilities which meet the standards of a “Hospital Intensive Care Unit”.

“We”, “Us”, “Company” and **“Our”** mean the Life Insurance Company of Alabama.

“Written Notice” means a communication in writing from You on forms furnished by or acceptable to the Company. All correspondence should be sent to Our Home Office at P.O. Box 349, Gadsden, Alabama 35902.

“You”, “Your”, and **“Yours”** mean the Primary Insured named on the Policy Schedule Page.

INTENSIVE CARE INDEMNITY BENEFIT

If a Covered Person incurs a Covered Injury or Covered Sickness after the Policy Effective Date as shown on the Policy Schedule Page and while this Policy is in force, We will pay the following Indemnity Benefit as shown on the Policy Schedule Page if the Covered Person incurs a Specified Event required for the Intensive Care Indemnity Benefit in the course of treatment for the Covered Injury or Covered Sickness while this Policy is in force, subject to:

- 1) the Time Limit on Certain Defenses provision of the Policy; and
- 2) all other limitations, conditions and provisions of the Policy.

We will pay the Intensive Care Indemnity Benefit as shown on the Policy Schedule Page for each day a Covered Person incurs the Specified Event required for the Intensive Care Indemnity Benefit. The Specified Event required for the Intensive Care Indemnity Benefit is confinement of a Covered Person in a Hospital Intensive Care Unit due to or for the treatment of a Covered Injury or Covered Sickness as specified below and occurs on the date(s) the Covered Person is so confined. A day is defined as a 24-hour period with a minimum of an 18-hour confinement.

Confinement in a Hospital Intensive Care Unit does NOT include:

- 1) confinements of less than 18-hours; or
- 2) treatment on an out-patient basis; or
- 3) Emergency Room treatment; or
- 4) the same day Extended Care Facility, Home Health Care and/or Hospice Care Indemnity Benefits are payable; or
- 5) the day of discharge from the Hospital except where the day of discharge and the day of admission are the same day and the confinement was for at least 18-hours.

We will pay three (3) times the Intensive Care Indemnity Benefit amount as shown on the Policy Schedule Page if the Hospital Intensive Care Unit confinement begins within 48 hours of and is the result of riding in, boarding or alighting from:

- a. certain vehicles not licensed to carry passengers including automobiles, station wagons, vans, jeeps, self-propelled motor homes, motorcycles and trucks with a load capacity of 2,000 pounds or less; or
- b. as a fare-paying passenger on any vehicle, boat, ship, aircraft or railway operated by a common carrier, licensed for the regular transportation of passengers; or
- c. a school bus operated by or under the direction and supervision of the school authorities of a state or local Board of Education.

We will pay one half (1/2) of the Intensive Care Indemnity Benefit amount payable for confinement in a Step-Down Hospital Intensive Care Unit.

The Intensive Care Indemnity Benefit is limited to 30 days per Hospital confinement per Covered Person. If less than 30 days separate Hospital confinements, the confinements shall be considered as one confinement for purposes of this Policy.

Once a Covered Person attains age 70, the Intensive Care Indemnity Benefit is reduced to 50% of the amount that would otherwise be payable.

LIMITATIONS AND EXCLUSIONS

We will NOT pay any Indemnity Benefit for Specified Events related to Pre-existing Conditions except after five (5) years from the Policy Effective Date.

Indemnity Benefits under this Policy are NOT payable for Specified Events that occur outside the United States of America or its territories.

We will NOT pay any Indemnity Benefit for Specified Events which occur during a Hospital confinement that began on or prior to the Policy Effective Date.

Confinement in a Hospital Intensive Care Unit does NOT include:

- 1) confinements of less than 18-hours; or
- 2) treatment on an out-patient basis; or
- 3) Emergency Room treatment; or
- 4) the day of discharge from the Hospital except where the day of discharge and the day of admission are the same day and the confinement was for at least 18-hours.

We will pay one half (1/2) of the Intensive Care Indemnity Benefit amount payable for confinement in a Step-Down Hospital Intensive Care Unit.

Once a Covered Person attains age 70, the Intensive Care Indemnity Benefit is reduced to 50% of the amount that would otherwise be payable.

The term Dependent Child(ren) does NOT include newborn child(ren) during the first thirty (30) days of life if the newborn child(ren) are born less than ten (10) months after the Policy Effective Date. Newborn child(ren) born ten (10) months or more after the Policy Effective Date are considered Dependent Child(ren) from the moment of birth.

The Intensive Care Indemnity Benefit is payable for only one Hospital Intensive Care Unit or Step-Down Hospital Intensive Care Unit confinement at a time per Covered Person even if the confinement is caused by more than one Covered Injury or Covered Sickness.

The Intensive Care Indemnity Benefit is limited to 30 days per Hospital confinement per Covered Person. If less than 30 days separate Hospital confinements, the confinements shall be considered as one confinement for purposes of this Policy.

We will NOT pay any loss that:

- 1) results from any of the following:
 - a) Pre-existing Conditions except after five (5) years from the Policy Effective Date; or
 - b) injury occurring or sickness manifested prior to the Policy Effective Date; or
 - c) injury occurring while incarcerated; or
 - d) committing or attempting to commit suicide while sane or insane; or
 - e) commission of or an attempt to commit an assault or felony; or
 - f) engaging in any illegal activity; or
 - g) practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received; or
 - h) driving or riding in any race of speed or endurance or testing a motorized vehicle on any racetrack, raceway, race course or speedway; or

- i) declared or undeclared war, or any cause or act of war or regular military training, whether the Covered Person is a member of any armed force or a civilian; or
 - j) travel in an aircraft, including those which are not motor-driven, or hot air balloon other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline; or
 - k) alcoholism or drug addiction; or
 - l) voluntarily taking, inhaling or absorbing any poison, gas or fumes; or
 - m) any intentionally self-inflicted injury; or
 - n) mental infirmity or disease, or treatment for the infirmity or disease; or
- 2) occurs while:
- a) taking or using any hallucinogen, narcotic or drugs except on the advice of a licensed Physician; or
 - b) intoxicated. "Intoxicated" means under the influence of alcohol or narcotics unless administered on the advice of the Covered Person's Physician or having a prohibited concentration of alcohol in the blood, breath, urine or other bodily substance, as determined by the law of the jurisdiction in which the Injury occurred; or
 - c) engaging in hang-gliding, bungee jumping, parachuting, sky-diving, sail gliding, parasailing, parakiting or any similar activities.

TERMINATION OF INSURANCE

Insurance coverage for You and Your Legal Spouse, if covered, will continue for Your lifetime as long as premiums are paid as due.

Insurance coverage will terminate automatically for all Covered Persons as of the premium due date if premium for this Policy is in default beyond the end of its Grace Period.

In the event of Your death, coverage on any remaining Covered Persons will not terminate provided We receive a copy of Your death certificate and Written Notice to continue coverage within thirty (30) days of the date of Your death. If Your covered Legal Spouse or Dependent Child dies, You may request in writing to remove them from Your coverage.

If Your Legal Spouse is a Covered Person under this Policy and You and Your Legal Spouse dissolve Your marriage by a valid decree of dissolution of marriage, insurance coverage provided by this Policy on Your former Legal Spouse will automatically terminate on the 61st day following the date of the decree of the dissolution of marriage.

Insurance coverage on a Dependent Child will terminate automatically on the earliest of the following:

- 1) the Month-a-versary following the Dependent Child's marriage; or
- 2) the Month-a-versary following the Dependent Child's nineteenth (19th) birthday, if not a full-time student at an accredited school; or
- 3) the Month-a-versary following the Dependent Child's twenty-fourth (24th) birthday, if a full-time student at an accredited school and legally dependent on You for principal support and maintenance.

Insurance coverage will not terminate due to the Dependent Child's age if the child is both:

- 1) incapable of self-sustaining employment because of mental or physical handicap; and
- 2) currently dependent upon You for support and maintenance.

You **must** provide proof of the Dependent Child's mental or physical handicap and dependence upon You within thirty-one (31) days after coverage would otherwise terminate in order for coverage to continue under this Policy. Proof of continued incapacity and dependency **must be** furnished at Our request.

RIGHT OF CONVERSION

If You and Your Legal Spouse dissolve Your marriage by a valid decree of dissolution of marriage and Your Legal Spouse was a Covered Person under this Policy, then Your former Legal Spouse may apply and receive, without evidence of insurability, a Policy providing coverage NOT greater than the terminated coverage. To
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obtain the Policy, Your former Legal Spouse must make application to Us within sixty (60) days following the date of the decree of dissolution of marriage. The Primary Insured under this Policy at the time of the dissolution of marriage shall remain the Primary Insured under this Policy. Coverage terminates automatically for the former Legal Spouse on the 61st day following the date of the decree of the dissolution of marriage. Any covered Dependent Children may be covered under either Policy, but NOT both.

A Covered Person whose dependency terminates and who desires to continue coverage as a Primary Insured under a separate Policy may do so by notifying Us of the request in writing. The Dependent Child will have the right to continue coverage as the Primary Insured under a separate Policy providing coverage NOT greater than the previous coverage without a requirement for evidence of insurability and without interruption in coverage. To obtain the Policy, the Dependent Child must make application to Us within thirty-one (31) days after the termination of insurance under this Policy.

In order to be considered for coverage, any Legal Spouse or Dependent Child not listed on the initial application must make written application.

GENERAL PROVISIONS

Claim Forms: Upon receipt of a Notice of Claim, We will send You claim forms. If these forms are not sent within fifteen (15) days, Your claim may be initiated by giving Us a written statement with sufficient documentation of the Specified Events, qualified expenses and medical records, subject to the terms and conditions of the Proof of Loss provision. Additional documentation for Proof of Loss may be required.

Conformity With State Statutes: Any provision of the Policy which, on the Policy Effective Date, is in conflict with the laws of the state in which the Policy was issued on such date is hereby amended to conform to the minimum requirements of such statutes.

Entire Contract; Changes: The contract is made up of this Policy, its application and any endorsements. A copy of the application is attached. No change in this Policy will be valid unless it is approved and signed by one of Our executive officers. No agent may change this Policy or waive any of its provisions.

Fraudulent Misstatements: If You make a Fraudulent Misstatement in the application for this Policy, We may reduce or deny any claim or void the Policy at any time.

Grace Period: This Policy has a thirty-one (31) day Grace Period for paying premium. This means if a renewal premium is not paid by the date due, it may be paid during the following thirty-one (31) days. Any otherwise payable claim incurred during the Grace Period will NOT be paid until the past due premiums are paid provided the Policy has not lapsed or terminated. If You do not pay Your premium by the end of the thirty-one (31) day Grace Period, Your Policy will terminate as of the date the premium was due.

Legal Action: No legal action can be taken to receive benefits under this Policy:

- 1) less than sixty (60) days after sufficient written Proof of Loss has been furnished as required; or
- 2) more than three (3) years after the date of the Specified Event.

Misstatement of Age or Sex: If the age or sex of the Primary Insured has been misstated, all amounts payable under this Policy shall be as much as the premium paid would have purchased at the correct age and sex. If, according to the correct age, We would not have issued this Policy, We will not pay any benefits and will refund all premiums paid.

Notice of Claim: We must receive Written Notice of a claim, including the name of the Covered Person and Policy Number. Written Notice must be given within sixty (60) days of the Specified Event, or as soon as reasonably possible. Written Notice given by or on behalf of You to Our home office at P.O. Box 349, Gadsden, AL 35902, or to any authorized agent of Us, with information sufficient to identify You, shall be deemed notice to Us.

Payment of Claims: We will pay all benefits to You; benefits under this Policy are not subject to assignment. Upon receipt of Your death certificate, any benefits that have not been paid at the time of Your death may be paid to Your estate or Your designated Beneficiary. We have the right to pay up to \$3,000 of those benefits to any Immediate Family Member who We believe is justly entitled to such payment. If We make a payment under this provision in good faith, We will be released from liability to the extent of the payment.

Payment of Premium: The due date of the initial premium is the Policy Effective Date. The initial premium may be paid to the Home Office or to one of the Company's authorized agents. Premiums after the initial premium must be paid to the Home Office at P.O. Box 349, Gadsden, AL 35902. Upon receipt of Your death certificate, We will refund any premium paid for any monthly period beyond the Month-a-versary following the date of death. The refund may be paid to Your estate or designated Beneficiary. Upon receipt of Your Written Notice to discontinue coverage, We will refund any premium paid for any monthly period beyond the Month-a-versary following the date We received the Written Notice from You. The refund may be paid to You.

This Policy is not effective until the Policy Effective Date regardless of the date of the first premium payment if any premium is paid prior to the Policy Effective Date. Any premium received prior to issue of the Policy will be held pending issue of the Policy. If the Policy is not issued by Us, We will refund any premium being held.

If We or any third party on Our behalf receive premiums by any method (including payroll deduction and bank draft) prior to the issue of this Policy, We assume NO liability for coverage until this Policy is issued by Us.

Pre-existing Conditions: The Indemnity Benefits of this Policy will NOT be payable for any Specified Events due to or resulting from Pre-existing Conditions during the first five (5) years from the Policy Effective Date.

Proof of Loss: Written Proof of Loss must be given to Us within ninety (90) days after the date of such loss or the date of the Specified Event. Written Proof of Loss must include sufficient documentation furnished by the medical provider of the qualified treatment, expenses and medical records. If You are not able to give Us sufficient Proof of Loss within ninety (90) days of the Specified Event, the claim will not be reduced or denied if:

- 1) it was not reasonably possible to give proof in that timeframe; and
- 2) the proof is filed as soon as reasonably possible.

In no event, except the absence of legal capacity, may proof be given to Us later than one (1) year after the loss or the date of the Specified Event.

We have the right to investigate all claims thoroughly and require that You provide Us with sufficient Proof of Loss.

Reinstatement: If this Policy terminates, the Policy may be reinstated within six (6) months of termination if an application for Reinstatement is submitted to Us and all past due premiums are paid to Us. Any premium We receive after the Policy termination will be held pending approval or denial of the Reinstatement. Reinstatement must be approved or denied by Us in writing. If Reinstatement is denied by Us, any premium We received after the termination date of the Policy will be refunded.

The reinstated Policy shall provide benefits for Specified Events incurred after the Reinstatement Date and while the Policy is in force. In all other respects, You and We have the same rights as before termination, subject to any added endorsements. Benefits will NOT be payable for Specified Events incurred prior to the Reinstatement Date.

Time Limit on Certain Defenses (Contestable Period): After two (2) years from the Policy Effective Date (or the Reinstatement Date, if the Policy has been reinstated), no misstatements, except Fraudulent Misstatements, made by You in the application (or reinstatement application) shall be used to void this Policy or to deny a claim incurred after the expiration of such two (2) year period. During this two (2) year contestable period, if We do not receive sufficient documentation from You to properly investigate Your claim, We retain the right to void

the Policy and refund all premiums We have received. We will provide You with Written Notice fifteen (15) days before the Policy is voided. The date of a Specified Event determines whether or not a claim is within the Contestable Period, NOT when the claim is received by Us. Misstatements, including Fraudulent Misstatements, made by You on the Application (or reinstatement application) may be used by Us to void this Policy or to deny a claim incurred within two (2) years after the Policy Effective Date or within two (2) years after the Reinstatement of this Policy.

Time of Payment of Claims: Indemnity Benefits will be paid within thirty (30) working days once We receive sufficient written Proof of Loss.

If We do not pay benefits upon receipt of your claim, We shall have thirty (30) working days thereafter within which to mail to You a letter or notice which states the reasons We have for not paying the claim, either in whole or in part, and which also gives You a notice of any documents or other information needed to process the claim. When We have received sufficient written Proof of Loss from You, We shall then have thirty (30) working days within which to process and either pay the claim or deny it, in whole or in part, giving You the reasons We may have for denying such claim or any portion thereof.



LICOA
Life Insurance Company of Alabama
HOME OFFICE • GADSDEN, ALABAMA 35902

Protecting your financial security

HOSPITAL INTENSIVE CARE INDEMNITY POLICY

LIFE INSURANCE COMPANY OF ALABAMA agrees to pay the benefits according to the provisions of this Policy. All benefits are subject to its provisions and limitations.

Signed for the Company at Gadsden, Alabama.

Secretary

President

CONSIDERATION

This Policy is issued in consideration of the application and payment in advance of the initial premium. This Policy begins at 12:01 a.m. standard time at Your residence on the Effective Date shown on the Policy Schedule Page. It ends, subject to the Grace Period, at 12:00 midnight, on the date any renewal premium is due and not paid. The dates and premiums are shown on the Policy Schedule Page.

RIGHT TO EXAMINE POLICY FOR 10 DAYS

Within ten (10) days from receipt of this Policy, You may return it for any reason. If returned, this Policy is void. Any premiums or policy fee paid for this Policy will be refunded. The Policy may be returned to Us or the agent who sold it.

RENEWAL AND PREMIUM PROVISIONS

This Policy is Guaranteed Renewable during Your lifetime. It may be renewed on any premium due date by paying the renewal premium. It must be paid on or before its due date, or within the thirty-one (31) days that follow. We cannot refuse to renew this Policy or place any restrictions on it if the premium is paid on time.

We may change the premium rates for this Policy. We cannot change the premium rates unless We change them for this Policy form for every Insured within a state in the same class. If We change the premium rates, We will notify the Insured before the change becomes effective in accordance with the statutes of the state where this Policy was issued. We will notify the Insured at his last known address according to Our records. Premium for this Policy is guaranteed not to change during the first twelve (12) months of coverage and shall not be increased more than once in a six (6) month period.

***** IMPORTANT NOTICE *****

Please read the copy of the application attached to this Policy. Carefully check the application. Write to Life Insurance Company of Alabama, P.O. Box 349, Gadsden, Alabama 35902, within ten (10) days, if any information shown on it is not correct and complete or if any past medical history has been left out on the application. This application is a part of the Policy. The Policy was issued on the basis that the answers to all questions and the information shown on the application are correct and complete.

**HOSPITAL INTENSIVE CARE INDEMNITY POLICY
GUARANTEED RENEWABLE FOR LIFE
SUBJECT TO COMPANY'S RIGHT TO CHANGE
THE APPLICABLE TABLE OF PREMIUM RATES**

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POLICY SCHEDULE PAGE

Policy Number: [12345678]
Primary Insured: [John Doe]

Policy Effective Date: [July 1, 2008]

Premium Payment Modes:

Annual: [\$xx.xx] **Semi Annual:** [\$xx.xx] **Special Monthly:** [\$xx.xx]
Quarterly: [\$xx.xx] **Monthly:** [\$xx.xx]

Mode Selected: [Annual]

Coverage Type: [Individual, Individual and Spouse, One Parent Family, Two Parent Family]

Benefit Description	Daily Benefit Amount	Modal Premium
Hospital Intensive Care Indemnity Benefit	[\$ 150.00]	[\$ XX.XX]

DEFINITIONS

“Beneficiary” means the person, persons or party designated to receive any Policy proceeds in the event of Your death. The Beneficiary for this Policy is as named on the application unless changed by You and endorsed by Us.

“Covered Injury” means an accidental bodily injury that is independent of any sickness, illness, infection or disease that is a result of an accident occurring after the Policy Effective Date and while the Policy is in force.

“Covered Persons” are indicated by the Coverage Type as shown on the Policy Schedule Page as follows:

- 1) Individual: Only the Primary Insured listed on the Policy Schedule Page is covered.
- 2) Individual and Spouse: The Primary Insured and the Primary Insured’s Legal Spouse as listed on the application or added/changed by endorsement are covered.
- 3) One Parent Family: The Primary Insured and all of the Primary Insured’s legal Dependent Child(ren) as listed on the application or added/changed by endorsement are covered.
- 4) Two Parent Family: The Primary Insured, the Primary Insured’s Legal Spouse as listed on the application or added/changed by endorsement and all of the Primary Insured’s legal Dependent Child(ren) as listed on the application or added/changed by endorsement are covered.

Any person specifically excluded by name from coverage is NOT included as a Covered Person.

“Covered Sickness” means any sickness, illness, infection, disease or other abnormal physical condition NOT caused by an injury that manifests itself on or after the Policy Effective Date and while the Policy is in force.

“Dependent Child” or **“Dependent Children”** means any unmarried child (natural, step or adopted) of Yours who:

- 1) is less than nineteen (19) years old and living with You; or
- 2) is less than twenty-four (24) years old and attending an accredited school as a full time student. Such child must be legally dependent upon You for principal support and maintenance; or
- 3) is or becomes incapable of self-support because of mental or physical handicap while covered under this Policy and prior to attaining limiting age for Dependent Child(ren) under (1) or (2) above. The child must be legally dependent upon You for support and maintenance. We must receive proof of incapacity within thirty-one (31) days after coverage would otherwise terminate. Coverage will then continue as long as Your insurance stays in force and the child remains incapacitated. Additional proof may be required from time to time but not more often than once a year after the child attains age twenty-four (24); or
- 4) is not living with You, but You are legally required to support such child, and the child would otherwise qualify under (1), (2) or (3) above.

The term Dependent Child(ren) does NOT include grandchild(ren) unless required by law.

The term Dependent Child(ren) does NOT include newborn child(ren) during the first thirty (30) days of life if the newborn child(ren) are born less than ten (10) months after the Policy Effective Date. Newborn child(ren) born ten (10) months or more after the Policy Effective Date are considered Dependent Child(ren) from the moment of birth.

Proof of legal status may be required from time to time on covered Dependent Child(ren).

“Emergency Room” or **“Emergency Department”** means the part of a Hospital designed and used for the treatment of people requiring immediate medical attention, such as victims of accidents, heart attacks or other acute medical conditions. Emergency care must be available twenty-four (24) hours a day and seven (7) days a week.

“Hospital” means a licensed institution located within the United States of America and its territories that:

- 1) has on its premises:
 - a) laboratory, x-ray equipment and operating rooms where major surgical operations may be performed by a licensed Physician; and
 - b) permanent and full-time facilities for the care of overnight resident bed patients under the supervision of a licensed Physician; and
 - c) 24-hour-a-day nursing service by graduate registered nurses; and
 - d) the patient’s written history and medical records;
- or;**
- 2) is accredited by the Joint Commission on Accreditation of Hospitals.

The term Hospital shall NOT include any institution used by a Covered Person as a place for rehabilitation; a place for rest, or for the aged; a nursing or convalescent home; a long term nursing unit or geriatrics ward; Hospice or Hospice unit; extended care facility; or facilities for the care of convalescent, rehabilitative, physical therapy or ambulatory patients.

“Hospital Intensive Care Unit” or **“Highest Level of Hospital Intensive Care Unit”** means only that specifically designated facility of the Hospital that provides the highest level of medical care which is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured. They must be under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to the Intensive Care Unit.

“Indemnity Benefit” means any insurance benefit paid under this Policy as a result of the occurrence of a Specified Event. The benefit amount is a stated fixed amount in this Policy and is NOT dependent on any external monetary amount or cost.

“Insured” means the person(s) whose life is insured under this Policy. The Primary Insured is as named in the application and shown on the Policy Schedule Page.

“Legal Spouse” means Your spouse as recognized by federal law. Once this Policy has been issued, any consideration of an addition of a spouse, whether by first marriage or remarriage, requires the submission of a completed application and is subject to Our approval. Spouse coverage terminates upon divorce of marriage. Proof of legal status may be required upon Our request from time to time on a covered spouse.

“Month-a-versary” means the monthly recurring date of your Policy Effective Date.

“Physician” means a licensed practitioner of the healing arts, as recognized by the American Medical Association, operating within the scope of his or her license other than You or an Immediate Family Member.

“Policy Effective Date” means the date the Policy is issued by Us and coverage begins. The Policy Effective Date is shown on the Policy Schedule Page.

“Pre-existing Condition” means a condition for which symptoms existed prior to the Policy Effective Date that would cause an ordinarily prudent person to seek diagnosis, care or treatment or for which medical advice or treatment was recommended by a Physician or received from a Physician.

“Primary Insured” means the person named in the application and shown on the Policy Schedule Page.

“Reinstatement Date” means the date coverage under this Policy becomes effective following Reinstatement. This date will be the next Month-a-versary following Our approval in writing of the Reinstatement of any coverage.

“Specified Event” means a treatment, confinement, service, expense, or diagnosis as specified in the Policy that causes a Covered Person to be eligible for benefits of the Policy.

“Step-Down Hospital Intensive Care Unit” may include step-down units such as: (a) progressive care, sub-acute intensive care or intermediate care units; or (b) other facilities which meet the standards of a “Hospital Intensive Care Unit”.

“We”, “Us”, “Company” and **“Our”** mean the Life Insurance Company of Alabama.

“Written Notice” means a communication in writing from You on forms furnished by or acceptable to the Company. All correspondence should be sent to Our Home Office at P.O. Box 349, Gadsden, Alabama 35902.

“You”, “Your”, and **“Yours”** mean the Primary Insured named on the Policy Schedule Page.

INTENSIVE CARE INDEMNITY BENEFIT

If a Covered Person incurs a Covered Injury or Covered Sickness after the Policy Effective Date as shown on the Policy Schedule Page and while this Policy is in force, We will pay the following Indemnity Benefit as shown on the Policy Schedule Page if the Covered Person incurs a Specified Event required for the Intensive Care Indemnity Benefit in the course of treatment for the Covered Injury or Covered Sickness while this Policy is in force, subject to:

- 1) the Time Limit on Certain Defenses provision of the Policy; and
- 2) all other limitations, conditions and provisions of the Policy.

We will pay the Intensive Care Indemnity Benefit as shown on the Policy Schedule Page for each day a Covered Person incurs the Specified Event required for the Intensive Care Indemnity Benefit. The Specified Event required for the Intensive Care Indemnity Benefit is confinement of a Covered Person in a Hospital Intensive Care Unit due to or for the treatment of a Covered Injury or Covered Sickness as specified below and occurs on the date(s) the Covered Person is so confined. A day is defined as a 24-hour period with a minimum of an 18-hour confinement.

Confinement in a Hospital Intensive Care Unit does NOT include:

- 1) confinements of less than 18-hours; or
- 2) treatment on an out-patient basis; or
- 3) Emergency Room treatment; or
- 4) the same day Extended Care Facility, Home Health Care and/or Hospice Care Indemnity Benefits are payable; or
- 5) the day of discharge from the Hospital except where the day of discharge and the day of admission are the same day and the confinement was for at least 18-hours.

We will pay three (3) times the Intensive Care Indemnity Benefit amount as shown on the Policy Schedule Page if the Hospital Intensive Care Unit confinement begins within 48 hours of and is the result of riding in, boarding or alighting from:

- a. certain vehicles not licensed to carry passengers including automobiles, station wagons, vans, jeeps, self-propelled motor homes, motorcycles and trucks with a load capacity of 2,000 pounds or less; or
- b. as a fare-paying passenger on any vehicle, boat, ship, aircraft or railway operated by a common carrier, licensed for the regular transportation of passengers; or
- c. a school bus operated by or under the direction and supervision of the school authorities of a state or local Board of Education.

We will pay one half (1/2) of the Intensive Care Indemnity Benefit amount payable for confinement in a Step-Down Hospital Intensive Care Unit.

The Intensive Care Indemnity Benefit is limited to 30 days per Hospital confinement per Covered Person. If less than 30 days separate Hospital confinements, the confinements shall be considered as one confinement for purposes of this Policy.

Once a Covered Person attains age 70, the Intensive Care Indemnity Benefit is reduced to 50% of the amount that would otherwise be payable.

LIMITATIONS AND EXCLUSIONS

We will NOT pay any Indemnity Benefit for Specified Events related to Pre-existing Conditions except after five (5) years from the Policy Effective Date.

Indemnity Benefits under this Policy are NOT payable for Specified Events that occur outside the United States of America or its territories.

We will NOT pay any Indemnity Benefit for Specified Events which occur during a Hospital confinement that began on or prior to the Policy Effective Date.

Confinement in a Hospital Intensive Care Unit does NOT include:

- 1) confinements of less than 18-hours; or
- 2) treatment on an out-patient basis; or
- 3) Emergency Room treatment; or
- 4) the day of discharge from the Hospital except where the day of discharge and the day of admission are the same day and the confinement was for at least 18-hours.

We will pay one half (1/2) of the Intensive Care Indemnity Benefit amount payable for confinement in a Step-Down Hospital Intensive Care Unit.

Once a Covered Person attains age 70, the Intensive Care Indemnity Benefit is reduced to 50% of the amount that would otherwise be payable.

The term Dependent Child(ren) does NOT include newborn child(ren) during the first thirty (30) days of life if the newborn child(ren) are born less than ten (10) months after the Policy Effective Date. Newborn child(ren) born ten (10) months or more after the Policy Effective Date are considered Dependent Child(ren) from the moment of birth.

The Intensive Care Indemnity Benefit is payable for only one Hospital Intensive Care Unit or Step-Down Hospital Intensive Care Unit confinement at a time per Covered Person even if the confinement is caused by more than one Covered Injury or Covered Sickness.

The Intensive Care Indemnity Benefit is limited to 30 days per Hospital confinement per Covered Person. If less than 30 days separate Hospital confinements, the confinements shall be considered as one confinement for purposes of this Policy.

We will NOT pay any loss that:

- 1) results from any of the following:
 - a) Pre-existing Conditions except after five (5) years from the Policy Effective Date; or
 - b) injury occurring or sickness manifested prior to the Policy Effective Date; or
 - c) injury occurring while incarcerated; or
 - d) committing or attempting to commit suicide while sane or insane; or
 - e) commission of or an attempt to commit an assault or felony; or
 - f) engaging in any illegal activity; or
 - g) practicing for or participating in any semi-professional or professional competitive athletic contest for which any type of compensation or remuneration is received; or
 - h) driving or riding in any race of speed or endurance or testing a motorized vehicle on any racetrack, raceway, race course or speedway; or

- i) declared or undeclared war, or any cause or act of war or regular military training, whether the Covered Person is a member of any armed force or a civilian; or
 - j) travel in an aircraft, including those which are not motor-driven, or hot air balloon other than as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline; or
 - k) alcoholism or drug addiction; or
 - l) voluntarily taking, inhaling or absorbing any poison, gas or fumes; or
 - m) any intentionally self-inflicted injury; or
 - n) mental infirmity or disease, or treatment for the infirmity or disease; or
- 2) occurs while:
- a) taking or using any hallucinogen, narcotic or drugs except on the advice of a licensed Physician; or
 - b) intoxicated. "Intoxicated" means under the influence of alcohol or narcotics unless administered on the advice of the Covered Person's Physician or having a prohibited concentration of alcohol in the blood, breath, urine or other bodily substance, as determined by the law of the jurisdiction in which the Injury occurred; or
 - c) engaging in hang-gliding, bungee jumping, parachuting, sky-diving, sail gliding, parasailing, parakiting or any similar activities.

TERMINATION OF INSURANCE

Insurance coverage for You and Your Legal Spouse, if covered, will continue for Your lifetime as long as premiums are paid as due.

Insurance coverage will terminate automatically for all Covered Persons as of the premium due date if premium for this Policy is in default beyond the end of its Grace Period.

In the event of Your death, coverage on any remaining Covered Persons will not terminate provided We receive a copy of Your death certificate and Written Notice to continue coverage within thirty (30) days of the date of Your death. If Your covered Legal Spouse or Dependent Child dies, You may request in writing to remove them from Your coverage.

If Your Legal Spouse is a Covered Person under this Policy and You and Your Legal Spouse dissolve Your marriage by a valid decree of dissolution of marriage, insurance coverage provided by this Policy on Your former Legal Spouse will automatically terminate on the 61st day following the date of the decree of the dissolution of marriage.

Insurance coverage on a Dependent Child will terminate automatically on the earliest of the following:

- 1) the Month-a-versary following the Dependent Child's marriage; or
- 2) the Month-a-versary following the Dependent Child's nineteenth (19th) birthday, if not a full-time student at an accredited school; or
- 3) the Month-a-versary following the Dependent Child's twenty-fourth (24th) birthday, if a full-time student at an accredited school and legally dependent on You for principal support and maintenance.

Insurance coverage will not terminate due to the Dependent Child's age if the child is both:

- 1) incapable of self-sustaining employment because of mental or physical handicap; and
- 2) currently dependent upon You for support and maintenance.

You **must** provide proof of the Dependent Child's mental or physical handicap and dependence upon You within thirty-one (31) days after coverage would otherwise terminate in order for coverage to continue under this Policy. Proof of continued incapacity and dependency **must be** furnished at Our request.

RIGHT OF CONVERSION

If You and Your Legal Spouse dissolve Your marriage by a valid decree of dissolution of marriage and Your Legal Spouse was a Covered Person under this Policy, then Your former Legal Spouse may apply and receive, without evidence of insurability, a Policy providing coverage NOT greater than the terminated coverage. To
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obtain the Policy, Your former Legal Spouse must make application to Us within sixty (60) days following the date of the decree of dissolution of marriage. The Primary Insured under this Policy at the time of the dissolution of marriage shall remain the Primary Insured under this Policy. Coverage terminates automatically for the former Legal Spouse on the 61st day following the date of the decree of the dissolution of marriage. Any covered Dependent Children may be covered under either Policy, but NOT both.

A Covered Person whose dependency terminates and who desires to continue coverage as a Primary Insured under a separate Policy may do so by notifying Us of the request in writing. The Dependent Child will have the right to continue coverage as the Primary Insured under a separate Policy providing coverage NOT greater than the previous coverage without a requirement for evidence of insurability and without interruption in coverage. To obtain the Policy, the Dependent Child must make application to Us within thirty-one (31) days after the termination of insurance under this Policy.

In order to be considered for coverage, any Legal Spouse or Dependent Child not listed on the initial application must make written application.

GENERAL PROVISIONS

Claim Forms: Upon receipt of a Notice of Claim, We will send You claim forms. If these forms are not sent within fifteen (15) days, Your claim may be initiated by giving Us a written statement with sufficient documentation of the Specified Events, qualified expenses and medical records, subject to the terms and conditions of the Proof of Loss provision. Additional documentation for Proof of Loss may be required.

Conformity With State Statutes: Any provision of the Policy which, on the Policy Effective Date, is in conflict with the laws of the state in which the Policy was issued on such date is hereby amended to conform to the minimum requirements of such statutes.

Entire Contract; Changes: The contract is made up of this Policy, its application and any endorsements. A copy of the application is attached. No change in this Policy will be valid unless it is approved and signed by one of Our executive officers. No agent may change this Policy or waive any of its provisions.

Fraudulent Misstatements: If You make a Fraudulent Misstatement in the application for this Policy, We may reduce or deny any claim or void the Policy at any time.

Grace Period: This Policy has a thirty-one (31) day Grace Period for paying premium. This means if a renewal premium is not paid by the date due, it may be paid during the following thirty-one (31) days. Any otherwise payable claim incurred during the Grace Period will NOT be paid until the past due premiums are paid provided the Policy has not lapsed or terminated. If You do not pay Your premium by the end of the thirty-one (31) day Grace Period, Your Policy will terminate as of the date the premium was due.

Legal Action: No legal action can be taken to receive benefits under this Policy:

- 1) less than sixty (60) days after sufficient written Proof of Loss has been furnished as required; or
- 2) more than three (3) years after the date of the Specified Event.

Misstatement of Age or Sex: If the age or sex of the Primary Insured has been misstated, all amounts payable under this Policy shall be as much as the premium paid would have purchased at the correct age and sex. If, according to the correct age, We would not have issued this Policy, We will not pay any benefits and will refund all premiums paid.

Notice of Claim: We must receive Written Notice of a claim, including the name of the Covered Person and Policy Number. Written Notice must be given within sixty (60) days of the Specified Event, or as soon as reasonably possible. Written Notice given by or on behalf of You to Our home office at P.O. Box 349, Gadsden, AL 35902, or to any authorized agent of Us, with information sufficient to identify You, shall be deemed notice to Us.

Payment of Claims: We will pay all benefits to You; benefits under this Policy are not subject to assignment. Upon receipt of Your death certificate, any benefits that have not been paid at the time of Your death may be paid to Your estate or Your designated Beneficiary. We have the right to pay up to \$3,000 of those benefits to any Immediate Family Member who We believe is justly entitled to such payment. If We make a payment under this provision in good faith, We will be released from liability to the extent of the payment.

Payment of Premium: The due date of the initial premium is the Policy Effective Date. The initial premium may be paid to the Home Office or to one of the Company's authorized agents. Premiums after the initial premium must be paid to the Home Office at P.O. Box 349, Gadsden, AL 35902. Upon receipt of Your death certificate, We will refund any premium paid for any monthly period beyond the Month-a-versary following the date of death. The refund may be paid to Your estate or designated Beneficiary. Upon receipt of Your Written Notice to discontinue coverage, We will refund any premium paid for any monthly period beyond the Month-a-versary following the date We received the Written Notice from You. The refund may be paid to You.

This Policy is not effective until the Policy Effective Date regardless of the date of the first premium payment if any premium is paid prior to the Policy Effective Date. Any premium received prior to issue of the Policy will be held pending issue of the Policy. If the Policy is not issued by Us, We will refund any premium being held.

If We or any third party on Our behalf receive premiums by any method (including payroll deduction and bank draft) prior to the issue of this Policy, We assume NO liability for coverage until this Policy is issued by Us.

Pre-existing Conditions: The Indemnity Benefits of this Policy will NOT be payable for any Specified Events due to or resulting from Pre-existing Conditions during the first five (5) years from the Policy Effective Date.

Proof of Loss: Written Proof of Loss must be given to Us within ninety (90) days after the date of such loss or the date of the Specified Event. Written Proof of Loss must include sufficient documentation furnished by the medical provider of the qualified treatment, expenses and medical records. If You are not able to give Us sufficient Proof of Loss within ninety (90) days of the Specified Event, the claim will not be reduced or denied if:

- 1) it was not reasonably possible to give proof in that timeframe; and
- 2) the proof is filed as soon as reasonably possible.

In no event, except the absence of legal capacity, may proof be given to Us later than one (1) year after the loss or the date of the Specified Event.

We have the right to investigate all claims thoroughly and require that You provide Us with sufficient Proof of Loss.

Reinstatement: If this Policy terminates, the Policy may be reinstated within six (6) months of termination if an application for Reinstatement is submitted to Us and all past due premiums are paid to Us. Any premium We receive after the Policy termination will be held pending approval or denial of the Reinstatement. Reinstatement must be approved or denied by Us in writing. If Reinstatement is denied by Us, any premium We received after the termination date of the Policy will be refunded.

The reinstated Policy shall provide benefits for Specified Events incurred after the Reinstatement Date and while the Policy is in force. In all other respects, You and We have the same rights as before termination, subject to any added endorsements. Benefits will NOT be payable for Specified Events incurred prior to the Reinstatement Date.

Time Limit on Certain Defenses (Contestable Period): After two (2) years from the Policy Effective Date (or the Reinstatement Date, if the Policy has been reinstated), no misstatements, except Fraudulent Misstatements, made by You in the application (or reinstatement application) shall be used to void this Policy or to deny a claim incurred after the expiration of such two (2) year period. During this two (2) year contestable period, if We do not receive sufficient documentation from You to properly investigate Your claim, We retain the right to void

the Policy and refund all premiums We have received. We will provide You with Written Notice fifteen (15) days before the Policy is voided. The date of a Specified Event determines whether or not a claim is within the Contestable Period, NOT when the claim is received by Us. Misstatements, including Fraudulent Misstatements, made by You on the Application (or reinstatement application) may be used by Us to void this Policy or to deny a claim incurred within two (2) years after the Policy Effective Date or within two (2) years after the Reinstatement of this Policy.

Time of Payment of Claims: Indemnity Benefits will be paid within thirty (30) working days once We receive sufficient written Proof of Loss.

If We do not pay benefits upon receipt of your claim, We shall have thirty (30) working days thereafter within which to mail to You a letter or notice which states the reasons We have for not paying the claim, either in whole or in part, and which also gives You a notice of any documents or other information needed to process the claim. When We have received sufficient written Proof of Loss from You, We shall then have thirty (30) working days within which to process and either pay the claim or deny it, in whole or in part, giving You the reasons We may have for denying such claim or any portion thereof.