

SERFF Tracking Number: USHG-126891497 State: Arkansas  
Filing Company: Freedom Life Insurance Company of America State Tracking Number: 47218  
Company Tracking Number:  
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
Product Name: PPACA AE's for USHG-2007 and USHG-V-VI Refile  
Project Name/Number: /

## Filing at a Glance

Company: Freedom Life Insurance Company of America

Product Name: PPACA AE's for USHG-2007 and USHG-V-VI Refile SERFF Tr Num: USHG-126891497 State: Arkansas

TOI: H16G Group Health - Major Medical SERFF Status: Closed-Approved- Closed State Tr Num: 47218

Sub-TOI: H16G.001A Any Size Group - PPO Co Tr Num: State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Rosalind Minor

Author: Shannon Morgan Cubby Disposition Date: 11/15/2010  
Date Submitted: 11/04/2010 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval  
State Filing Description:

Implementation Date:

## General Information

Project Name:  
Project Number:  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:  
Filing Status Changed: 11/15/2010

Status of Filing in Domicile: Pending  
Date Approved in Domicile:  
Domicile Status Comments:  
Market Type: Group  
Group Market Size: Large  
Group Market Type: Association  
Explanation for Other Group Market Type:  
State Status Changed: 11/15/2010  
Created By: Shannon Morgan Cubby  
Corresponding Filing Tracking Number:

Deemer Date:  
Submitted By: Shannon Morgan Cubby  
PPACA: Non-Grandfathered Immed Mkt Reforms  
Filing Description:  
Please see the attached Cover Letter.

## Company and Contact

### Filing Contact Information

Shannon M. Morgan, Product Analyst  
3100 Burnett Plaza

morgans@ushealthgroup.com  
817-878-3748 [Phone]

SERFF Tracking Number: USHG-126891497 State: Arkansas  
 Filing Company: Freedom Life Insurance Company of America State Tracking Number: 47218  
 Company Tracking Number:  
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
 Product Name: PPACA AE's for USHG-2007 and USHG-V-VI Refile  
 Project Name/Number: /

801 Cherry Street, Unit 33 817-878-3310 [FAX]  
 Fort Worth, TX 76102

**Filing Company Information**

Freedom Life Insurance Company of America CoCode: 62324 State of Domicile: Texas  
 3100 Burnett Plaza Group Code: 839 Company Type: Accident, Life and Health  
 801 Cherry Street, Unit 33 Group Name: State ID Number:  
 Fort Worth, TX 76102 FEIN Number: 61-1096685  
 (817) 878-3328 ext. [Phone]

-----

**Filing Fees**

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Freedom Life Insurance Company of America	\$50.00	11/04/2010	41545152

SERFF Tracking Number: USHG-126891497 State: Arkansas  
Filing Company: Freedom Life Insurance Company of America State Tracking Number: 47218  
Company Tracking Number:  
TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
Product Name: PPACA AE's for USHG-2007 and USHG-V-VI Refile  
Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/15/2010	11/15/2010

*SERFF Tracking Number:*      *USHG-126891497*                      *State:*                      *Arkansas*  
*Filing Company:*              *Freedom Life Insurance Company of America*      *State Tracking Number:*      *47218*  
*Company Tracking Number:*  
*TOI:*                      *H16G Group Health - Major Medical*              *Sub-TOI:*                      *H16G.001A Any Size Group - PPO*  
*Product Name:*              *PPACA AE's for USHG-2007 and USHG-V-VI Refile*  
*Project Name/Number:*      /

## **Disposition**

Disposition Date: 11/15/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: USHG-126891497 State: Arkansas  
 Filing Company: Freedom Life Insurance Company of America State Tracking Number: 47218  
 Company Tracking Number:  
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
 Product Name: PPACA AE's for USHG-2007 and USHG-V-VI Refile  
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Form	PPACA Amendatory Endorsement	Approved-Closed	Yes
Form	PPACA Amendatory Endorsement	Approved-Closed	Yes

SERFF Tracking Number: USHG-126891497 State: Arkansas  
 Filing Company: Freedom Life Insurance Company of America State Tracking Number: 47218  
 Company Tracking Number:  
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
 Product Name: PPACA AE's for USHG-2007 and USHG-V-VI Refile  
 Project Name/Number: /

## Form Schedule

### Lead Form Number: USHG-2007-PPACA-NG-AE-AR-FLIC

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/15/2010	USHG-2007-PPACA-NG-AE-AR-FLIC	Certificate Amendmen t, Insert	PPACA Amendatory Endorsement	Revised	Replaced Form #: USHG-2007-PPACA-NG-AE-AR-FLIC Previous Filing #: USHG-126779259		USHG-2007-PPACA-NG-AE-AR-FLIC.pdf
Approved-Closed 11/15/2010	USHG-V-VI-PPACA-NG-AE-AR-FLIC	Certificate Amendmen t, Insert	PPACA Amendatory Endorsement	Revised	Replaced Form #: USHG-V-VI-PPACA-NG-AE-AR-FLIC Previous Filing #: USHG-126819613		USHG-V-IV-PPACA-NG-AE-AR-FLIC.pdf

# FREEDOM LIFE INSURANCE COMPANY OF AMERICA

[3100 Burnett Plaza 801 Cherry Street, Unit 33 Fort Worth, Texas 76102 1-800-387-9027]

## AMENDATORY ENDORSEMENT

### PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010

Non-Grandfathered Plans

Effective [September 23, 2010][January 1, 2011], some of the **Benefits**, terms, conditions, limitations, and exclusions contained in **Your Certificate** will change as a result of the Patient Protection and Affordable Care Act of 2010 and related regulations ("**PPACA**"). Notwithstanding any other provision of **Your Certificate**, the provisions set forth below shall apply. In the event of a conflict between the provisions of any other section of **Your Certificate** and the provisions of this AMENDATORY ENDORSEMENT, the provisions of this AMENDATORY ENDORSEMENT shall prevail and supersede any conflicting language contained in **Your Certificate**.

This AMENDATORY ENDORSEMENT is issued to and made a part of the **Certificate** to which it is attached and becomes effective as of [September 23, 2010][January 1, 2011]. This AMENDATORY ENDORSEMENT changes **Your Certificate** as follows:

1. The following definitions replace and supersede the corresponding definitions in Section II. DEFINITIONS:

"**Adult Wellness Preventive Care**" means the evidence-based items or services that have in effect a rating of "A" or "B" in the current list of preventive services recommended for adults by the United States Preventive Services Task Force (USPSTF). (See current USPSFT A & B recommendation chart.)

"**Childhood Wellness Preventive Care**" means the evidence-based items or services that have in effect a rating of "A" or "B" in the current list of preventive services recommended for each infant, child and adolescent **Insured** by the United States Preventive Services Task Force (USPSTF). To the extent not addressed by the USPSTF, **Child Wellness Preventive Care** also includes evidence-informed preventive care and screenings **Provided** for the appropriate age in the comprehensive guidelines supported by the Health Resources and Services Administration.

"**Emergency**" means a medical condition which **Manifests** itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the **Insured** (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part.

2. The following definition is added to Section II. DEFINITIONS:

"**PPACA**" means the Patient Protection and Affordable Care Act of 2010 as amended by the Health Care and Education Reconciliation Act of 2010 and applicable federal rules or regulations adopted in connection with such acts.

3. The definitions of "**Full-Time Student**" and "**Periodic Preventive Care Visits**" are hereby deleted in their entirety from Section II. DEFINITIONS.

- [4.] [The definition of "**Lifetime Certificate Maximum Per Insured**" in Section II. DEFINITIONS, the amount listed on the **Certificate Schedule** and any mention thereof throughout the **Certificate** is hereby changed to an unlimited lifetime maximum for essential benefits as defined by **PPACA**; however, the **Lifetime Certificate Maximum Per Insured** will remain as originally issued with regard to **Benefits** not defined as essential benefits by **PPACA**.]

- [5.] [The definition of "**Lifetime Transplant Maximum Per Organ Per Insured**" in Section II. DEFINITIONS, the amount listed on the **Certificate Schedule** and any mention thereof throughout the **Certificate** is hereby changed to an unlimited lifetime maximum.]

[6.]The definition of “**Miscellaneous Benefits**” in Section II. DEFINITIONS, the coinsurance amount listed on the **Certificate Schedule**, Section V.C. MISCELLANEOUS BENEFITS and any mention thereto throughout the **Certificate** is hereby deleted.]

[7.] The definition of “**Calendar Year Maximum Benefit Per Insured**” in Section II. DEFINITIONS, the amount listed on the **Certificate Schedule** and any mention thereof throughout the **Certificate** is hereby changed to an unlimited **Calendar Year** maximum for essential benefits as defined by **PPACA**. However, the **Calendar Year Maximum Benefit Per Insured** will remain as originally issued with regard to **Benefits** not defined as essential benefits by **PPACA**.

[8.] The following is added to the definition of “**Pre-existing Condition**” in Section II. DEFINITIONS:

**Pre-existing Condition** limitations do not apply to **Insureds** who are under 19 years of age. [Additionally, with respect to **Insureds** who are under 19 years of age, and whose coverage was issued with an Amendatory Rider or Certificate Amendment which excluded coverage for such **Insured** for specifically named or described conditions, such Amendatory Rider or Certificate Amendment is hereby deleted in its entirety.]

[9.]The first paragraph in Section III.B. ELIGIBILITY AND ADDITIONS Section is hereby deleted in its entirety and replaced the following paragraph:

**Your Spouse**; **Your** dependent children who are under the age of twenty-six (26) regardless of marital status, student status, financial dependency or residency requirements, and grandchildren who are considered **Your** dependents for federal income tax purposes and who are under age twenty-six (26); any children which an **Insured** is required to insure under a medical support order; any child whom **You**, or **Your Spouse** (if listed as an **Other Insured** on the **Certificate Schedule**) intends to adopt and has become a party to a suit for that purpose; and any child who is in the custody of an **Insured** under a temporary court order that grants the **Insured** conservatorship of the child, are eligible for this coverage provided required application forms and additional premiums are timely and properly submitted to the **Company**. Any eligible dependent (other than a newborn or adoptee) will be added to this **Certificate** when **We** approve the written application for such coverage and accept payment of any necessary premium. This **Certificate** does not provide coverage for any spouse or children of an eligible dependent child unless required by state law.

[10.]The following provision replaces the corresponding provision in Section III.C.1. TERMINATIONS SUBJECT TO RIGHT OF CONVERSION:

c. with respect to **Your** child(ren) who are covered under this **Certificate**, the premium due date in the month following such **Insured's** twenty-sixth (26<sup>th</sup>) birthday.

[11.]The following provision replaces the corresponding provision in Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION:

2. For **Your** child(ren) who is covered under this **Certificate**, if his or her coverage ceases due to his or her reaching the limiting age of twenty-six (26), or

[12.]The EMERGENCY ROOM SERVICES **Benefit** under Section V.A.2. EMERGENCY ROOM AND OTHER OUTPATIENT BENEFITS is hereby deleted in its entirety and replaced with the following:

**a. EMERGENCY ROOM SERVICES**

Subject to the **Emergency Room Access Fee**, the **Calendar Year Deductible** and the **Participating Provider Insured Coinsurance Percentage**, services **Provided** by a **Hospital** or a **Provider** in the emergency room of the **Hospital** for the following items received by an **Insured** on an **Emergency** basis:

- 1) Emergency room services and supplies;
- 2) **Provider** services for surgery in the emergency room of the **Hospital**, if **We** are notified of such surgery within seventy-two (72) hours after such surgical procedure has been performed, or as soon thereafter as reasonably possible;
- 3) X-ray and laboratory examinations;

- 4) **Prescription Drugs** administered prior to discharge from the emergency room;
- 5) Surgical dressings, casts, splints, trusses, braces and crutches received prior to discharge from the emergency room; and
- 6) Services of a registered nurse (R.N.) in the emergency room of a **Hospital**.

The **Emergency Room Access Fee** will be waived if an **Insured** is **Confined** in a **Hospital** within twenty-four (24) hours of the Emergency Room visit,

This **Benefit** is not subject to the **Separate Deductible for Non-Participating Providers** or the **Non-Participating Provider Insured Coinsurance Percentage**.

[13.][The following **Calendar Year** maximums are deleted in the stated provisions of Section V.A. SICKNESS AND INJURY BENEFITS:]

**[INPATIENT THERAPY]**

[Occupational, Physical and Speech Therapy - \$2,000 **Calendar Year** maximum is hereby deleted.]

**[OUTPATIENT THERAPY]**

[Occupational, Physical and Speech Therapy - \$2,000 **Calendar Year** maximum is hereby deleted.]

**[INHERITED METABOLIC DISORDERS]**

Twelve (12) month **Benefit** maximum of \$5,000 is deleted.]

[14.]The Newborn Care provision is hereby deleted in its entirety from Section V.B. WELLNESS AND SCREENING BENEFITS of the **Certificate**. From here on, newborn **Sickness** and **Injury** is covered throughout the **Certificate**, and newborn screenings are covered under the CHILDHOOD WELLNESS AND PREVENTIVE CARE provision.

[14.]Section V.B. WELLNESS AND SCREENING BENEFITS is hereby deleted in its entirety and replaced with the following:

Subject to all applicable definitions, exclusions, limitations, waiting periods, and other provisions contained in this **Certificate**, as well as any riders, endorsements, or amendments attached hereto, **We** promise to pay to or on behalf of each **Insured** the **Company Insurance Percentage** of the amount of professional fees and other applicable medical diagnostic or treatment expenses and charges that constitute **Covered Expenses** incurred by each **Insured** for the following described **Wellness And Screening Benefit** services, but only after (i) each of the applicable deductibles has been first satisfied by deduction from such **Covered Expenses** and applied to the applicable **Insured** for payment, and (ii) the applicable **Insured Coinsurance Percentage** for the **Covered Expenses** remaining after satisfaction of all applicable deductibles is, likewise, satisfied by deduction from the remaining **Covered Expenses** and applied to the applicable **Insured** for payment:

**a. ADULT WELLNESS AND PREVENTIVE CARE**

**1) Adult Annual Physical Examination**

[Commencing thirteen (13) months after the **Issue Date**,] [s][S]ervices **Provided to You and Your Spouse** (if such spouse is listed as an **Other Insured**) for necessary annual physical exam visit, by a **Participating Provider** no more than once every [twelve (12) months] up to a **Calendar Year** maximum payment by **Us** of [\$200] per person per **Calendar Year**.

**Adult Annual Physical Examination** services **Provided** by a **Participating Provider** are not subject to any deductible, **Co-Pay**, or coinsurance requirement that would otherwise apply. **Benefits** under this Section do not include charges (i) by **Participating Providers** for any spinal manipulations, physical therapy, occupational therapy, or other **Outpatient** therapy or treatment, or any form of medical or surgical treatment of an **Injury** or **Sickness**, or (ii) any service, care, test or treatment by a **Non-Participating Provider**.

## 2) Adult Wellness Preventive Care

Services **Provided** to **You** and **Your Spouse** (if such spouse is listed as an **Other Insured**) for necessary **Adult Wellness Preventive Care** by a **Provider**.

**Adult Wellness Preventive Care** does not include charges by **Providers** for any spinal manipulations, physical therapy, occupational therapy, or other **Outpatient** therapy or treatment, or any form of medical or surgical treatment of an **Injury** or **Sickness**.

**Adult Wellness Preventive Care** services **Provided** by a **Participating Provider** are not subject to any deductible, **Co-Pay**, or coinsurance requirement that would otherwise apply. **Adult Wellness Preventive Care** services **Provided** by a **Non-Participating Provider** are subject to the **Separate Deductible For Non-Participating Providers** and a **Non-Participating Provider Insured Coinsurance Percentage**. [ The **Non-Participating Provider Insured Coinsurance Percentage** shown on the **Certificate Schedule** does not apply to **Adult Wellness Preventive Care**. The **Non-Participating Provider Insured Coinsurance Percentage** for **Adult Wellness Preventive Care** is [20%; 25%.] Additionally, if the **Adult Wellness Preventive Care** services are billed separately from an office visit, or if the primary purpose of the office visit was not for the delivery of such **Adult Wellness Preventive Care** services, then **We** may impose any applicable **Co-Pay**, deductible or coinsurance with respect to the office visit.

In the event that the evidence-based items or services that have a rating of "A" or "B" in the current recommendations by the United States Preventive Services Task Force (USPSTF) are modified, no longer required or the waiver of cost share has been removed, **We** will provide **You** with a sixty (60) day advance notice before any material modification will become effective.

### b. MAMMOGRAPHY SCREENING

For female **Insureds** thirty-five (35) to thirty-nine (39) years of age, a single baseline **Mammogram** to detect the presence of occult breast cancer. Mammography **Benefits** for female **Insureds** ages forty (40) and over are covered under the ADULT WELLNESS PREVENTIVE CARE provision.

### c. PROSTATE CANCER SCREENING

**Benefits** include **Covered Expenses** incurred for each male **Insured** who is at least forty (40) years of age or older for an annual screening for the early detection of prostate cancer, as recommended by the National Comprehensive Cancer Network guidelines.

**Benefits** are not subject to any deductibles and shall not exceed the actual cost of the prostate cancer screening.

### d. COLORECTAL CANCER SCREENING

**Benefits** include **Covered Expenses** incurred by an **Insured** for colorectal cancer screening for an **Insured** who is between the ages of thirty (30) and fifty (50) and has a history of, or a first degree family member with colorectal cancer, as follows:

- 1) a fecal occult blood test performed annually; and
- 2) a flexible sigmoidoscopy performed every five (5) years or a colonoscopy performed every ten (10) years.

Colorectal cancer screening for **Insureds** age fifty (50) to seventy-five (75) are covered under the ADULT WELLNESS PREVENTIVE CARE provision.

### e. CHILDHOOD WELLNESS AND PREVENTIVE CARE

Services **Provided** by a **Provider** to each infant, child, and adolescent **Insured** for necessary **Childhood Wellness Preventive Care** for evidence-based items or services that have in effect a rating of "A" or "B" at ages recommended by the United States Preventive Services Task Force (USPSTF), and to the extent not addressed by the USPSTF, **Child Wellness Preventive Care** also includes evidence-

informed preventive care and screenings **Provided** for the appropriate age in the comprehensive guidelines supported by the Health Resources and Services Administration.

**Childhood Wellness Preventive Care** does not include charges by **Providers** for any spinal manipulations, physical therapy, occupational therapy, or other **Outpatient** therapy or treatment, or any form of medical or surgical treatment of an **Injury** or **Sickness**.

**Childhood Wellness Preventive Care** services **Provided** by a **Participating Provider** are not subject to any deductible, **Co-Pay**, or coinsurance requirement that would otherwise apply. **Childhood Wellness Preventive Care** services **Provided** by a **Non-Participating Provider** are subject to the **Separate Deductible For Non-Participating Providers** and a **Non-Participating Provider Insured Coinsurance Percentage**.<sup>[</sup> The **Non-Participating Provider Insured Coinsurance Percentage** shown on the **Certificate Schedule** does not apply to **Childhood Wellness Preventive Care**. The **Non-Participating Provider Insured Coinsurance Percentage** for **Childhood Wellness Preventive Care** is [20%; 25%.] Additionally, if the **Childhood Wellness Preventive Care** services are billed separately from an office visit, or if the primary purpose of the office visit was not for the delivery of such **Childhood Wellness Preventive Care** services, then **We** may impose any applicable **Co-Pay**, deductible or coinsurance with respect to the office visit.

In the event that the evidence-based items or services that have a rating of “A” or “B” in the current recommendations by the Health Resources and Services Administration recommendation by the United States Preventive Services Task Force (USPSTF) are modified, no longer required or the waiver of cost share has been removed, **We** will provide **You** with a sixty (60) day advance notice before any material modification will become effective.

#### f. IMMUNIZATIONS

Services **Provided** for routine immunizations **Provided** to each **Insured** as currently recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC) (See the attached CDC pamphlet for the currently recommended immunization schedule).

Immunizations **Provided** by a **Participating Provider** or a **Non-Participating Provider** are not subject to any deductible, **Co-Pay** or coinsurance requirement that would otherwise apply. In the event that immunizations recommended by the CDC are modified, no longer required or the waiver of cost share has been removed, **We** will provide **You** with a sixty (60) day advance notice before any material modification will become effective. Additionally, if the immunizations are billed separately from an office visit, or if the primary purpose of the office visit was not for the delivery of such immunizations, then **We** may impose any applicable **Co-Pay**, deductible or coinsurance with respect to the office visit. Immunization **Benefits** do not include charges for immunizations for occupational hazards or international travel.

[15.][Section V.C. MISCELLANEOUS BENEFITS is hereby deleted in its entirety and replaced with the following:

**Miscellaneous Benefits** are not subject to either the **Calendar Year Deductible** or the **Insured Coinsurance Percentage**, but are subject to any applicable **Co-Pays**. Therefore, subject to all applicable definitions, exclusions, limitations, waiting periods, and other provisions contained in this **Certificate**, as well as any riders, endorsements, or amendments attached hereto, including applicable **Co-Pay**, **We** promise to pay to or on behalf of each **Insured** the **Company Insurance Percentage** of the amount of professional fees and other applicable medical diagnostic or treatment expenses and charges that constitute **Covered Expenses** incurred by each applicable **Insured** for the following described **Miscellaneous Benefits**:

#### VISITS TO PARTICIPATING PROVIDERS OFFICE

##### a. Doctor Office Visit Co-Pay

Subject to the **Doctor Office Visit Co-Pay** for **Outpatient** visits to the professional offices of a physician who is a **Participating Provider**, **We** will pay the remaining amount of **Covered Expenses** incurred for professional services **Provided** by the **Participating Provider** during each

visit for **Medically Necessary** physical examinations, diagnosis and development of a treatment plan, performed during such visit at such professional offices for **Sickness** and **Injury**.

**b. X-Ray, Laboratory and Diagnostic Testing Co-Pay**

After satisfaction of the **Doctor Office Visit Co-Pay** and the satisfaction of the **X-Ray, Laboratory and Diagnostic Testing Co-Pay**, We will pay the remaining amount of **Covered Expenses** incurred during an **Outpatient** office visit at a **Participating Provider** per **Insured** per **Calendar Year** for laboratory, x-ray or other diagnostic tests performed during any such visit at such professional offices per **Insured** per **Calendar Year**.

However, the following limitations apply to this VISIT TO PARTICIPATING PROVIDERS OFFICE coverage:

- a. **Covered Expenses** incurred by an **Insured** for any **Outpatient** therapy or treatment **Provided** for any **Injury** or **Sickness** during any visit to the professional offices of such **Participating Provider** are subject to satisfaction of (i) the **Calendar Year Deductible**, and (ii) the **Insured Coinsurance Percentage**;
- b. **Covered Expenses** incurred by an **Insured** for any **Outpatient** diagnostic testing and laboratory services for the treatment of **Injuries** or **Sickness**, **Provided** at a location other than the professional offices of such **Participating Provider** are subject to satisfaction of (i) **Laboratory and Diagnostic Testing Access Fee**, and (ii) the **Calendar Year Deductible**, and (iii) the **Insured Coinsurance Percentage**;
- c. **Covered Expenses** incurred by an **Insured** for any **Outpatient** surgery **Provided** during any visit to the professional offices of such **Participating Provider** are subject to satisfaction of (i) the **Calendar Year Deductible**, and (ii) the **Insured Coinsurance Percentage**;
- d. **Covered Expenses** incurred by an **Insured** for professional services **Provided** during any **Outpatient** office visit to the professional offices of a **Participating Provider** in excess of \$1,200 per **Calendar Year** are subject to satisfaction of (i) the **Calendar Year Deductible**, and (ii) the **Insured Coinsurance Percentage**;
- e. **Covered Expenses** incurred by an **Insured** for any type of service provided during any visit to the professional offices of such **Non-Participating Provider** are subject to satisfaction of (i) the **Calendar Year Deductible**, (ii) the **Separate Deductible for Non-Participating Providers**, and (iii) the applicable **Insured Coinsurance Percentage** for **Non-Participating Providers**; and
- f. **Covered Expenses** incurred by an **Insured** under any other provision or limitation such as **Adult Wellness Preventive Care**, **Childhood Wellness Preventive Care** or **Immunizations** are not considered **Covered Expenses** under this section.]

[16.]Section VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM and any mention thereto throughout the **Certificate** is hereby deleted in its entirety.

This AMENDATORY ENDORSEMENT is subject to all the terms, conditions, limitations, exclusions and definitions of the **Certificate** to which it is attached not inconsistent herewith. In all other aspects **Your** coverage remains the same.



SECRETARY



PRESIDENT

# FREEDOM LIFE INSURANCE COMPANY OF AMERICA

[3100 Burnett Plaza 801 Cherry Street, Unit 33 Fort Worth, Texas 76102 1-800-387-9027]

## AMENDATORY ENDORSEMENT

### PATIENT PROTECTION AND AFFORDABLE CARE ACT OF 2010

Non-Grandfathered Plans

Effective [September 23, 2010][January 1, 2011], some of the **Benefits**, terms, conditions, limitations, and exclusions contained in **Your Certificate** will change as a result of the Patient Protection and Affordable Care Act of 2010 and related regulations ("**PPACA**"). Notwithstanding any other provision of **Your Certificate**, the provisions set forth below shall apply. In the event of a conflict between the provisions of any other section of **Your Certificate** and the provisions of this AMENDATORY ENDORSEMENT, the provisions of this AMENDATORY ENDORSEMENT shall prevail and supersede any conflicting language contained in **Your Certificate**.

This AMENDATORY ENDORSEMENT is issued to and made a part of the **Certificate** to which it is attached and becomes effective as of [September 23, 2010][January 1, 2011]. This AMENDATORY ENDORSEMENT changes **Your Certificate** as follows:

1. The following definitions replace and supersede the corresponding definitions in Section II. DEFINITIONS:

"**Adult Wellness Preventive Care**" means the evidence-based items or services that have in effect a rating of "A" or "B" in the current list of preventive services recommended for adults by the United States Preventive Services Task Force (USPSTF). (See current USPSFT A & B recommendation chart.)

"**Childhood Wellness Preventive Care**" means the evidence-based items or services that have in effect a rating of "A" or "B" in the current list of preventive services recommended for each infant, child and adolescent **Insured** by the United States Preventive Services Task Force (USPSTF). To the extent not addressed by the USPSTF, **Child Wellness Preventive Care** also includes evidence-informed preventive care and screenings **Provided** for the appropriate age in the comprehensive guidelines supported by the Health Resources and Services Administration.

"**Emergency**" means a medical condition which **Manifests** itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the **Insured** (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part.

2. The following definition is added to Section II. DEFINITIONS:

"**PPACA**" means the Patient Protection and Affordable Care Act of 2010 as amended by the Health Care and Education Reconciliation Act of 2010 and applicable federal rules or regulations adopted in connection with such acts.

3. The definitions of "**Full-Time Student**" and "**Periodic Preventive Care Visits**" are hereby deleted in their entirety from Section II. DEFINITIONS.

- [4.] [The definition of "**Lifetime Certificate Maximum Per Insured**" in Section II. DEFINITIONS, the amount listed on the **Certificate Schedule** and any mention thereof throughout the **Certificate** is hereby changed to an unlimited lifetime maximum for essential benefits as defined by **PPACA**; however, the **Lifetime Certificate Maximum Per Insured** will remain as originally issued with regard to **Benefits** not defined as essential benefits by **PPACA**.]

- [5.] [The definition of "**Lifetime Transplant Maximum Per Organ Per Insured**" in Section II. DEFINITIONS, the amount listed on the **Certificate Schedule** and any mention thereof throughout the **Certificate** is hereby changed to an unlimited lifetime maximum. In addition, the **Center of Excellence** increase in

**Lifetime Transplant Maximum Per Organ Per Insured** provision is hereby deleted from the **Certificate Schedule**.]

[6.] The definition of “**Calendar Year Maximum Benefit Per Insured**” in Section II. DEFINITIONS, the amount listed on the **Certificate Schedule** and any mention thereof throughout the **Certificate** is hereby changed to an unlimited **Calendar Year** maximum for essential benefits as defined by **PPACA**. However, the **Calendar Year Maximum Benefit Per Insured** will remain as originally issued with regard to **Benefits** not defined as essential benefits by **PPACA**.

[7.] The following is added to the definition of “**Pre-existing Condition**” in Section II. DEFINITIONS:

**Pre-existing Condition** limitations do not apply to **Insureds** who are under 19 years of age. [Additionally, with respect to **Insureds** who are under 19 years of age, and whose coverage was issued with an Amendatory Rider or Certificate Amendment which excluded coverage for such **Insured** for specifically named or described conditions, such Amendatory Rider or Certificate Amendment is hereby deleted in its entirety.]

[8.] The first paragraph in Section III.B. ELIGIBILITY AND ADDITIONS Section is hereby deleted in its entirety and replaced the following paragraph:

**Your Spouse**; **Your** dependent children who are under the age of twenty-six (26) regardless of marital status, student status, financial dependency or residency requirements, and grandchildren who are considered **Your** dependents for federal income tax purposes and who are under age twenty-six (26); any children which an **Insured** is required to insure under a medical support order; any child whom **You**, or **Your Spouse** (if listed as an **Other Insured** on the **Certificate Schedule**) intends to adopt and has become a party to a suit for that purpose; and any child who is in the custody of an **Insured** under a temporary court order that grants the **Insured** conservatorship of the child, are eligible for this coverage provided required application forms and additional premiums are timely and properly submitted to the **Company**. Any eligible dependent (other than a newborn or adoptee) will be added to this **Certificate** when **We** approve the written application for such coverage and accept payment of any necessary premium. This **Certificate** does not provide coverage for any spouse or children of an eligible dependent child unless required by state law.

[9.] The following provision replaces the corresponding provision in Section III.C.1. TERMINATIONS SUBJECT TO RIGHT OF CONVERSION:

c. with respect to **Your** child(ren) who are covered under this **Certificate**, the premium due date in the month following such **Insured's** twenty-sixth (26<sup>th</sup>) birthday.

[10.] The following provision replaces the corresponding provision in Section III.E. CONTINUATION OF COVERAGE AND CERTIFICATE OF CONVERSION:

2. For **Your** child(ren) who is covered under this **Certificate**, if his or her coverage ceases due to his or her reaching the limiting age of twenty-six (26), or

[11.] The EMERGENCY ROOM SERVICES **Benefit** under Section V.A.2. EMERGENCY ROOM AND OTHER OUTPATIENT BENEFITS is hereby deleted in its entirety and replaced with the following:

**a. EMERGENCY ROOM SERVICES**

Subject to [the **Facility Co-pay**,] [the **Professional Co-pay**,] the **Calendar Year Deductible** and the **Participating Provider Insured Coinsurance Percentage**, services **Provided** by a **Hospital** or a **Provider** in the emergency room of the **Hospital** for the following items received by an **Insured** on an **Emergency** basis:

- 1) Emergency room services and supplies;
- 2) **Provider** services for surgery in the emergency room of the **Hospital**, if **We** are notified of such surgery within seventy-two (72) hours after such surgical procedure has been performed, or as soon thereafter as reasonably possible;
- 3) X-ray and laboratory examinations;
- 4) **Prescription Drugs** administered prior to discharge from the emergency room;

- 5) Surgical dressings, casts, splints, trusses, braces and crutches received prior to discharge from the emergency room; and
- 6) Services of a registered nurse (R.N.) in the emergency room of a **Hospital**.

This **Benefit** is not subject to the **Separate Deductible for Non-Participating Providers** or the **Non-Participating Provider Insured Coinsurance Percentage**.

[12.][The following **Calendar Year** maximums are deleted in the stated provisions of Section V.A. SICKNESS AND INJURY BENEFITS:]

**[INPATIENT THERAPY]**

[Occupational, Physical and Speech Therapy - \$2,000 **Calendar Year** maximum is hereby deleted.]

**[OUTPATIENT THERAPY]**

[Occupational, Physical and Speech Therapy - \$2,000 **Calendar Year** maximum is hereby deleted.]

**[INHERITED METABOLIC DISORDERS]**

Twelve (12) month **Benefit** maximum of \$5,000 is deleted.]

[13.]The Newborn Care provision is hereby deleted in its entirety from Section V.B. WELLNESS AND SCREENING BENEFITS of the **Certificate**. From here on, newborn **Sickness** and **Injury** is covered throughout the **Certificate**, and newborn screenings are covered under the CHILDHOOD WELLNESS AND PREVENTIVE CARE provision.

[14.]Section V.B. WELLNESS AND SCREENING BENEFITS is hereby deleted in its entirety and replaced with the following:

Subject to all applicable definitions, exclusions, limitations, waiting periods, and other provisions contained in this **Certificate**, as well as any riders, endorsements, or amendments attached hereto, **We** promise to pay to or on behalf of each **Insured** the **Company Insurance Percentage** of the amount of professional fees and other applicable medical diagnostic or treatment expenses and charges that constitute **Covered Expenses** incurred by each **Insured** for the following described **Wellness And Screening Benefit** services, but only after (i) each of the applicable deductibles has been first satisfied by deduction from such **Covered Expenses** and applied to the applicable **Insured** for payment, and (ii) the applicable **Insured Coinsurance Percentage** for the **Covered Expenses** remaining after satisfaction of all applicable deductibles is, likewise, satisfied by deduction from the remaining **Covered Expenses** and applied to the applicable **Insured** for payment:

**a. ADULT WELLNESS AND PREVENTIVE CARE**

**1) Adult Annual Physical Examination**

[Commencing thirteen (13) months after the **Issue Date**,] [s][S]ervices **Provided to You and Your Spouse** (if such spouse is listed as an **Other Insured**) for necessary annual physical exam visit, by a **Participating Provider** no more than once every [twelve (12) months] up to a **Calendar Year** maximum payment by **Us** of [\$200] per person per **Calendar Year**.

**Adult Annual Physical Examination** services **Provided** by a **Participating Provider** are not subject to any deductible, co-pay, or coinsurance requirement that would otherwise apply. **Benefits** under this Section do not include charges (i) by **Participating Providers** for any spinal manipulations, physical therapy, occupational therapy, or other **Outpatient** therapy or treatment, or any form of medical or surgical treatment of an **Injury** or **Sickness**, or (ii) any service, care, test or treatment by a **Non-Participating Provider**.

## 2) Adult Wellness Preventive Care

Services **Provided to You and Your Spouse** (if such spouse is listed as an **Other Insured**) for necessary **Adult Wellness Preventive Care** by a **Provider**.

**Adult Wellness Preventive Care** does not include charges by **Providers** for any spinal manipulations, physical therapy, occupational therapy, or other **Outpatient** therapy or treatment, or any form of medical or surgical treatment of an **Injury** or **Sickness**.

**Adult Wellness Preventive Care** services **Provided** by a **Participating Provider** are not subject to any deductible, co-pay, or coinsurance requirement that would otherwise apply. **Adult Wellness Preventive Care** services **Provided** by a **Non-Participating Provider** are subject to the [Professional Co-pay,] **Separate Deductible For Non-Participating Providers** and a **Non-Participating Provider Insured Coinsurance Percentage**[, if applicable]. [The **Non-Participating Provider Insured Coinsurance Percentage** shown on the **Certificate Schedule** does not apply to **Adult Wellness Preventive Care**. The **Non-Participating Provider Insured Coinsurance Percentage** for **Adult Wellness Preventive Care** is [20%; 25%]. Additionally, if the **Adult Wellness Preventive Care** services are billed separately from an office visit, or if the primary purpose of the office visit was not for the delivery of such **Adult Wellness Preventive Care** services, then **We** may impose any applicable co-pay, deductible or coinsurance with respect to the office visit.

In the event that the evidence-based items or services that have a rating of "A" or "B" in the current recommendations by the United States Preventive Services Task Force (USPSTF) are modified, no longer required or the waiver of cost share has been removed, **We** will provide **You** with a sixty (60) day advance notice before any material modification will become effective.

### b. MAMMOGRAPHY SCREENING

For female **Insureds** thirty-five (35) to thirty-nine (39) years of age, a single baseline **Mammogram** to detect the presence of occult breast cancer. Mammography **Benefits** for female **Insureds** ages forty (40) and over are covered under the ADULT WELLNESS PREVENTIVE CARE provision.

### c. PROSTATE CANCER SCREENING

**Benefits** include **Covered Expenses** incurred for each male **Insured** who is at least forty (40) years of age or older for an annual screening for the early detection of prostate cancer, as recommended by the National Comprehensive Cancer Network guidelines.

**Benefits** are not subject to any deductibles and shall not exceed the actual cost of the prostate cancer screening.

### d. COLORECTAL CANCER SCREENING

**Benefits** include **Covered Expenses** incurred by an **Insured** for colorectal cancer screening for an **Insured** who is between the ages of thirty (30) and fifty (50) and has a history of, or a first degree family member with colorectal cancer, as follows:

- 1) a fecal occult blood test performed annually; and
- 2) a flexible sigmoidoscopy performed every five (5) years or a colonoscopy performed every ten (10) years.

Colorectal cancer screening for **Insureds** age fifty (50) to seventy-five (75) are covered under the ADULT WELLNESS PREVENTIVE CARE provision.

### e. CHILDHOOD WELLNESS AND PREVENTIVE CARE

Services **Provided** by a **Provider** to each infant, child, and adolescent **Insured** for necessary **Childhood Wellness Preventive Care** for evidence-based items or services that have in effect a rating of "A" or "B" at ages recommended by the United States Preventive Services Task Force (USPSTF), and to the extent not addressed by the USPSTF, **Child Wellness Preventive Care** also includes evidence-

informed preventive care and screenings **Provided** for the appropriate age in the comprehensive guidelines supported by the Health Resources and Services Administration.

**Childhood Wellness Preventive Care** does not include charges by **Providers** for any spinal manipulations, physical therapy, occupational therapy, or other **Outpatient** therapy or treatment, or any form of medical or surgical treatment of an **Injury** or **Sickness**.

**Childhood Wellness Preventive Care** services **Provided** by a **Participating Provider** are not subject to any deductible, co-pay, or coinsurance requirement that would otherwise apply. **Childhood Wellness Preventive Care** services **Provided** by a **Non-Participating Provider** are subject to the [Professional Co-pay,] **Separate Deductible For Non-Participating Providers** and the **Non-Participating Provider Insured Coinsurance Percentage**, [if applicable]. [The **Non-Participating Provider Insured Coinsurance Percentage** shown on the **Certificate Schedule** does not apply to **Childhood Wellness Preventive Care**. The **Non-Participating Provider Insured Coinsurance Percentage** for **Childhood Wellness Preventive Care** is [20%; 25%.] Additionally, if the **Childhood Wellness Preventive Care** services are billed separately from an office visit, or if the primary purpose of the office visit was not for the delivery of such **Childhood Wellness Preventive Care** services, then **We** may impose any applicable co-pay, deductible or coinsurance with respect to the office visit.

In the event that the evidence-based items or services that have a rating of "A" or "B" in the current recommendations by the Health Resources and Services Administration recommendation by the United States Preventive Services Task Force (USPSTF) are modified, no longer required or the waiver of cost share has been removed, **We** will provide **You** with a sixty (60) day advance notice before any material modification will become effective.

#### f. IMMUNIZATIONS

Services **Provided** for routine immunizations **Provided** to each **Insured** as currently recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (CDC) (See the attached CDC pamphlet for the currently recommended immunization schedule).

Immunizations **Provided** by a **Participating Provider** or a **Non-Participating Provider** are not subject to any deductible, co-pay, or coinsurance requirement that would otherwise apply. In the event that immunizations recommended by the CDC are modified, no longer required or the waiver of cost share has been removed, **We** will provide **You** with a sixty (60) day advance notice before any material modification will become effective. Additionally, if the immunizations are billed separately from an office visit, or if the primary purpose of the office visit was not for the delivery of such immunizations, then **We** may impose any applicable co-pay, deductible or coinsurance with respect to the office visit. Immunization **Benefits** do not include charges for immunizations for occupational hazards or international travel.

[15.]Section V.C. MISCELLANEOUS BENEFITS is hereby deleted in its entirety and replaced with the following:

**Miscellaneous Benefits** are not subject to either the **Calendar Year Deductible** or the **Insured Coinsurance Percentage**, but are subject to any applicable **Co-Pays**. Therefore, subject to all applicable definitions, exclusions, limitations, waiting periods, and other provisions contained in this **Certificate**, as well as any riders, endorsements, or amendments attached hereto, including applicable **Co-Pay**, **We** promise to pay to or on behalf of each **Insured** the **Company Insurance Percentage** of the amount of professional fees and other applicable medical diagnostic or treatment expenses and charges that constitute **Covered Expenses** incurred by each applicable **Insured** for the following described **Miscellaneous Benefits**:

#### VISITS TO PARTICIPATING PROVIDERS OFFICE

##### a. Doctor Office Visit Co-Pay

Subject to the **Doctor Office Visit Co-Pay** for **Outpatient** visits to the professional offices of a physician who is a **Participating Provider**, **We** will pay the remaining amount of **Covered Expenses** incurred for professional services **Provided** by the **Participating Provider** during each

visit for **Medically Necessary** physical examinations, diagnosis and development of a treatment plan, performed during such visit at such professional offices for **Sickness** and **Injury**.

**b. X-Ray, Laboratory and Diagnostic Testing Co-Pay**

After satisfaction of the **Doctor Office Visit Co-Pay** and the satisfaction of the **X-Ray, Laboratory and Diagnostic Testing Co-Pay**, We will pay the remaining amount of **Covered Expenses** incurred during an **Outpatient** office visit at a **Participating Provider** per **Insured** per **Calendar Year** for laboratory, x-ray or other diagnostic tests performed during any such visit at such professional offices per **Insured** per **Calendar Year**.

However, the following limitations apply to this VISIT TO PARTICIPATING PROVIDERS OFFICE coverage:

- a. **Covered Expenses** incurred by an **Insured** for any **Outpatient** therapy or treatment **Provided** for any **Injury** or **Sickness** during any visit to the professional offices of such **Participating Provider** are subject to satisfaction of (i) the **Calendar Year Deductible**, and (ii) the **Insured Coinsurance Percentage**;
- b. **Covered Expenses** incurred by an **Insured** for any **Outpatient** diagnostic testing and laboratory services for the treatment of **Injuries** or **Sickness**, **Provided** at a location other than the professional offices of such **Participating Provider** are subject to satisfaction of (i) **Laboratory and Diagnostic Testing Access Fee**, and (ii) the **Calendar Year Deductible**, and (iii) the **Insured Coinsurance Percentage**;
- c. **Covered Expenses** incurred by an **Insured** for any **Outpatient** surgery **Provided** during any visit to the professional offices of such **Participating Provider** are subject to satisfaction of (i) the **Calendar Year Deductible**, and (ii) the **Insured Coinsurance Percentage**;
- d. **Covered Expenses** incurred by an **Insured** for professional services **Provided** during any **Outpatient** office visit to the professional offices of a **Participating Provider** in excess of \$1,200 per **Calendar Year** are subject to satisfaction of (i) the **Calendar Year Deductible**, and (ii) the **Insured Coinsurance Percentage**;
- e. **Covered Expenses** incurred by an **Insured** for any type of service provided during any visit to the professional offices of such **Non-Participating Provider** are subject to satisfaction of (i) the **Calendar Year Deductible**, (ii) the **Separate Deductible for Non-Participating Providers**, and (iii) the applicable **Insured Coinsurance Percentage** for **Non-Participating Providers**; and
- f. **Covered Expenses** incurred by an **Insured** under any other provision or limitation such as **Adult Wellness Preventive Care**, **Childhood Wellness Preventive Care** or **Immunizations** are not considered **Covered Expenses** under this section.

**OUTPATIENT PRESCRIPTIONS**

Subject to the **Prescription Drug Co-Pay**, We will pay **Covered Expenses** incurred by an **Insured** for **Prescription Drugs** filled at a **Participating Pharmacy**. If the charge for the **Prescription Drug** is less than the **Prescription Drug Co-Pay** shown on the **Certificate Schedule**, the **Insured** will be responsible for the full cost of the medication. The **Outpatient Prescriptions Benefit** under this section of the **Certificate** does not include fees or expenses charged for **Brand Name Drugs**.

The **Prescription Drug Co-Pay** made to **Participating Pharmacies** may not be used to satisfy the **Calendar Year Deductible**, the **Insured Coinsurance Percentage**, the **Separate Deductible For Non-Participating Providers**, any applicable **Access Fees** and the **Failure to Pre-Certify Treatment Deductible**.

If **Prescription Drugs** are purchased by an **Insured** from a **Non-Participating Pharmacy**, then the amount of **Covered Expenses** for the purposes of calculating a benefit payment hereunder shall be limited to the amount of **Covered Expenses** that would have been incurred by such **Insured** if the **Prescription Drugs** had been purchased at a **Participating Pharmacy** instead of the **Non-Participating Pharmacy**.

[16.]Section VIII. INCREASE IN LIFETIME CERTIFICATE MAXIMUM and any mention thereto throughout the **Certificate** is hereby deleted in its entirety.

This AMENDATORY ENDORSEMENT is subject to all the terms, conditions, limitations, exclusions and definitions of the **Certificate** to which it is attached not inconsistent herewith. In all other aspects **Your** coverage remains the same.



SECRETARY



PRESIDENT

SERFF Tracking Number: USHG-126891497 State: Arkansas  
 Filing Company: Freedom Life Insurance Company of America State Tracking Number: 47218  
 Company Tracking Number:  
 TOI: H16G Group Health - Major Medical Sub-TOI: H16G.001A Any Size Group - PPO  
 Product Name: PPACA AE's for USHG-2007 and USHG-V-VI Refile  
 Project Name/Number: /

## Supporting Document Schedules

	Item Status:	Status Date:
<p><b>Satisfied - Item:</b> Flesch Certification</p> <p><b>Comments:</b> Please see the attached Flesch Certifications.</p> <p><b>Attachments:</b> AR USHG-2007 FLESCHE.pdf AR USHG-V-VI FLESCHE.pdf</p>	Approved-Closed	11/15/2010
<p><b>Bypassed - Item:</b> Application</p> <p><b>Bypass Reason:</b> Not a policy filing.</p> <p><b>Comments:</b></p>	Approved-Closed	11/15/2010
<p><b>Satisfied - Item:</b> PPACA Uniform Compliance Summary</p> <p><b>Comments:</b> Please see the attached PPACA Uniform Compliance Summary.</p> <p><b>Attachment:</b> USHG-2007 PPACA Checklist.pdf</p>	Approved-Closed	11/15/2010
<p><b>Satisfied - Item:</b> Cover Letter</p> <p><b>Comments:</b> Please see the attached Cover Letter.</p> <p><b>Attachment:</b> AR USHG-2007 PPACA Cover Letter.pdf</p>	Approved-Closed	11/15/2010

**FREEDOM LIFE INSURANCE COMPANY OF AMERICA**

**READABILITY CERTIFICATION**

I hereby certify that the forms, listed below, have been properly scored and have achieved the Flesch Score, as indicated.

<u>Form Number</u>	<u>Flesch Score</u>
USHG-2007-PPACA-NG-AE-AR-FLIC	45

Name: Ranita Grauwiler

Signature:  \_\_\_\_\_

Title: Vice President – Product Development

Dated: August 20, 2010

**FREEDOM LIFE INSURANCE COMPANY OF AMERICA**

**READABILITY CERTIFICATION**

I hereby certify that the forms, listed below, have been properly scored and have achieved the Flesch Score, as indicated.

<u>Form Number</u>	<u>Flesch Score</u>
USHG-V-VI-PPACA-NG-AE-AR-FLIC	45

Name: Ranita Grauwiler

Signature:  \_\_\_\_\_

Title: Vice President – Product Development

Dated: September 16, 2010

## PPACA Uniform Compliance Summary

**Please select the appropriate check box below to indicate which product is amended by this filing.**

**INDIVIDUAL HEALTH BENEFIT PLANS** (Complete [SECTION A](#) only)

**SMALL / LARGE GROUP HEALTH BENEFIT PLANS** (Complete [SECTION B](#) only)

This form filing compliance summary is to be submitted with your [endorsement][contract] to comply with the immediate market reform requirements of the Patient Protection and Affordable Care Act (PPACA). These PPACA requirements apply only to policies for health insurance coverage referred to as “major medical” in the statute, which is comprehensive health coverage that includes PPO and HMO coverage. This form includes the requirements for grandfathered (coverage in effect prior to March 23, 2010) and non-grandfathered plans, and relevant statutes. Refer to the relevant statute to ensure compliance. Complete each item to confirm that diligent consideration has been given to each. *(If submitting your filings electronically, bookmark the provision(s) in the form(s) that satisfy the requirement and identify the page/paragraph on this form.)*

**\*For all filings, include the Type of Insurance (TOI) in the first column.**

Check box if this is a paper filing.

### COMPANY INFORMATION

Company Name	NAIC Number	SERFF Tracking Number(s) *if applicable	Form Number(s) of Policy being endorsed	Rate Impact
				<input type="checkbox"/> Yes <input type="checkbox"/> No

## PPACA Uniform Compliance Summary

### SECTION A – Individual Health Benefit Plans

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<b>Eliminate Pre-existing Condition Exclusions for Enrollees Under Age 19</b>	<i>[Sections 2704 and 1255 of the PHSA/Section 1201 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Eliminate Annual Dollar Limits on Essential Benefits</b> Except allows for “restricted” annual dollar limits for essential benefits for plan years prior to January 1, 2014.	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Eliminate Lifetime Dollar Limits on Essential Benefits</b>	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Prohibit Rescissions</b> – Except for fraud or intentional misrepresentation of material fact.	<i>[Section 2712 of the PHSA/Section 1001 of PPACA]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			

## PPACA Uniform Compliance Summary

### SECTION A – Individual Health Benefit Plans

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<p><b>Preventive Services</b> – Requires coverage and prohibits the imposition of cost-sharing for specified preventative services.</p> <p>Explanation:</p> <p>Page Number:</p>	<i>[Section 2713 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	<p><b>Extends Dependent Coverage for Children Until age 26</b> – If a policy offers dependent coverage, it must include dependent coverage until age 26.</p> <p>Explanation:</p> <p>Page Number:</p>	<i>[Section 2714 of the PHSA/Section 1001 of the PPACA]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	<p><b>Appeals Process</b> – Requires establishment of an internal claims appeal process and external review process.</p> <p>Explanation:</p> <p>Page Number:</p>	<i>[Section 2719 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	<p><b>Emergency Services</b> – Requires plans that cover emergency services to provide such coverage without the need for prior authorization, regardless of the participating status of the provider, and at the in-network cost-sharing level.</p> <p>Explanation:</p> <p>Page Number:</p>	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.

## PPACA Uniform Compliance Summary

### SECTION A – Individual Health Benefit Plans

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<p><b>Access to Pediatricians</b> – Mandates that if designation of a PCP for a child is required, the person be permitted to designate a physician who specialized in pediatrics as the child’s PCP if the provider is in-network.</p> <p>Explanation:</p> <p>Page Number:</p>	<p><i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i></p>	N/A	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>no</b>, please explain.</p>
	<p><b>Access to OB/GYNs</b> – Prohibits authorization or referral requirements for obstetrical or gynecological care provided by in-network providers who specialize in obstetrics or gynecology.</p> <p>Explanation:</p> <p>Page Number:</p>	<p><i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i></p>	N/A	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>no</b>, please explain.</p>

## PPACA Uniform Compliance Summary

### SECTION B – Group Health Benefit Plans (Small and Large)

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<b>Eliminate Pre-existing Condition Exclusions for Enrollees Under Age 19</b>	<i>[Sections 2704 of the PHSA/Section 1201 of the PPACA]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Eliminate Annual Dollar Limits on Essential Benefits –</b> Except allows for “restricted” annual dollar limits for essential benefits for plan years prior to January 1, 2014.	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Eliminate Lifetime Dollar Limits on Essential Benefits</b>	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Prohibit Rescissions –</b> Except for fraud or intentional misrepresentation of material fact.	<i>[Section 2712 of the PHSA/Section 1001 of PPACA]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			

## PPACA Uniform Compliance Summary

### SECTION B – Group Health Benefit Plans (Small and Large)

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<b>Preventive Services</b> – Requires coverage and prohibits the imposition of cost-sharing for specified preventative services	<i>[Section 2713 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Extends Dependent Coverage for Children Until age 26</b> – If a policy offers dependent coverage, it must include dependent coverage until age 26. ◇	<i>[Section 2714 of the PHSA/Section 1001 of the PPACA]</i>	<input type="checkbox"/> Yes <sup>◇</sup> <input type="checkbox"/> No If <b>no</b> , please explain.	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			
	<b>Appeals Process</b> – Requires establishment of an internal claims appeal process and external review process.	<i>[Section 2719 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	Explanation:			
	Page Number:			

◇ For plan years beginning before January 1, 2014, grandfathered group plans are not required to extend coverage to a child until the age of 26 if such child is eligible to enroll in another employee-sponsored plan

## PPACA Uniform Compliance Summary

### SECTION B – Group Health Benefit Plans (Small and Large)

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
	<p><b>Emergency Services</b> – Requires plans that cover emergency services to provide such coverage without the need for prior authorization, regardless of the participating status of the provider, and at the in-network cost-sharing level.</p> <p>Explanation:</p> <p>Page Number:</p>	<p><i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i></p>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	<p><b>Access to Pediatricians</b> – Mandates that if designation of a PCP for a child is required, the person be permitted to designate a physician who specialized in pediatrics as the child’s PCP if the provider is in-network.</p> <p>Explanation:</p> <p>Page Number:</p>	<p><i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i></p>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.
	<p><b>Access to OB/GYNs</b> – Prohibits authorization or referral requirements for obstetrical or gynecological care provided by in-network providers who specialize in obstetrics or gynecology.</p> <p>Explanation:</p> <p>Page Number:</p>	<p><i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i></p>	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No If <b>no</b> , please explain.

# FREEDOM LIFE INSURANCE COMPANY OF AMERICA

3100 Burnett Plaza ♦ 801 Cherry Street, Unit 33, ♦ Fort Worth, Texas 76102 ♦ 1-800-387-9027

November 4, 2010

The Honorable Jay Bradford  
Life and Health Division  
Department of Insurance  
1200 West 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904

Attn: Ms. Rosalind Minor

RE: **Freedom Life Insurance Company of America**  
**NAIC 62324 FEIN #61-1096685**  
**New Submission**

Amendatory Endorsement:  
USHG-2007-PPACA-NG-AE-AR-FLIC  
USHG-V-VI-PPACA-NG-AE-AR-FLIC

Amending Previously Approved Form:  
USHG-2007-C-AR-FLIC  
USHG-V-VI-C-AR-FLIC

Dear Ms. Minor:

Attached please find the above-referenced amendatory endorsement, which is being filed for your review and approval. *THESE FORMS REPLACE AND ARE EXACT DUPLICATES OF THE FORMS YOU APPROVED ON AUGUST 27, 2010 & OCTOBER 4, 2010 (SERFF FILING #USHG-126779259 & #USHG-126819613), EXCEPT THAT THESE FORMS INCLUDE A COLORETAL CANCER SCREENING BENEFIT AND THE V-VI INCLUDES A PRESCRIPTION BENEFIT, BOTH WERE INADVERTENTLY NOT INCLUDED IN THE FIRST FILING.*

Again, this amendatory endorsement is to bring the above-referenced previously approved form into compliance with the Patient Protection and Affordable Care Act of 2010 (PPACA). This form is designed to accompany non-grandfathered plans. In an effort to facilitate the acceptance of this form by your Department, please note the following information:

- 1) One of the two bracketed effective dates will appear, depending on the issue date of the certificate. Based on the Calendar Year benefit structure, for plans issued after the enactment date of PPACA but before September 23, 2010, the changes are effective on January 1, 2010. For plans issued on or after September 23, 2010, the changes are effective September 23, 2010.
- 2) The most current versions of the immunizations and screenings charts referenced in the amendatory endorsements are attached for your information.
- 3) The entire Wellness and Screening Benefits Section of the certificates is being replaced with the amendatory endorsement. Individual provisions for many preventive care and screening services are no longer necessary since most preventive care and screening services are now generally covered under the Adult Wellness Preventive Care, Childhood Wellness Preventive Care, and Immunizations benefits. Any state mandated benefits that supersede PPACA or other benefits not affected by PPACA are relisted in the amendatory endorsement, though such language is unchanged.
- 4) Bracketed language changing the Lifetime Certificate Maximum Per Insured to "unlimited" for essential benefits may or may not appear depending on the issue date of the form. If the form is issued after September 23, 2010, it will have an amended Certificate Schedule which will show "unlimited" lifetime certificate maximum for essential benefits.

- 5) Language changing the Lifetime Transplant Maximum to "unlimited" is also bracketed and will not appear for plans issued after September 23, 2010, since "unlimited" will show on the Certificate Schedule after that date.
- 6) The language deleting the dollar limits for various therapies and inherited metabolic disorders is bracketed so we may remove this language if the definition of essential benefits (which has not yet been published) does not include these services. If these benefits are defined as essential benefits, the provisions will remain. Additionally, some benefits vary according to the choices made by the certificate holder, and these benefits are bracketed so that they may be removed or included to correspond to the certificate holder's specific plan of coverage.

We reserve the right to amend the above-referenced form to correct any minor typographical errors we may have neglected to find prior to submission, and to amend the language in order to clarify the intent within the confines of the law.

The appropriate transmittal documents are attached.

Your consideration of this filing is appreciated. Should you have any questions, please contact me as listed below.

Sincerely,

A handwritten signature in cursive script that reads "Shannon Morgan Cubby".

Shannon Morgan Cubby  
Product Analyst  
Product Development  
Tel. 800-387-9027 ext 748  
Fax 817-878-3310  
[cubbys@ushealthgroup.com](mailto:cubbys@ushealthgroup.com)