

SERFF Tracking Number: MGCC-126476728 State: Arkansas
 Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 44721
 Company Tracking Number: CIT: NLR AR HB 2244 & NLR AR HB 1031
 TOI: H15I Individual Health - Sub-TOI: H15I.001 Health - Hospital/Surgical/Medical
 Hospital/Surgical/Medical Expense Expense
 Product Name: AE CH-26210 PPO-IP AR (01/10); AE CH-26220 PPO-IP AR (01/10)
 Project Name/Number: CIT: NLR AR HB 2244 & NLR AR HB 1031/

Filing at a Glance

Company: The Chesapeake Life Insurance Company

Product Name: AE CH-26210 PPO-IP AR SERFF Tr Num: MGCC-126476728 State: Arkansas
 (01/10); AE CH-26220 PPO-IP AR (01/10)

TOI: H15I Individual Health -

SERFF Status: Closed-Approved- State Tr Num: 44721

Hospital/Surgical/Medical Expense

Closed

Sub-TOI: H15I.001 Health -

Co Tr Num: CIT: NLR AR HB 2244 State Status: Approved-Closed
 & NLR AR HB 1031

Hospital/Surgical/Medical Expense

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Dianna Cordova, Jaime
 Butler, Kim Perkins

Disposition Date: 02/03/2010

Date Submitted: 01/29/2010

Disposition Status: Approved-
 Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: CIT: NLR AR HB 2244 & NLR AR HB 1031

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 02/03/2010

Explanation for Other Group Market Type:

State Status Changed: 02/03/2010

Deemer Date:

Created By: Dianna Cordova

Submitted By: Dianna Cordova

Corresponding Filing Tracking Number:

Filing Description:

Please see cover letter.

Company and Contact

Filing Contact Information

SERFF Tracking Number: MGCC-126476728 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	02/03/2010	02/03/2010

SERFF Tracking Number: MGCC-126476728 *State:* Arkansas
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Disposition

Disposition Date: 02/03/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	ARGA 0104	Approved-Closed	Yes
Form	Amendatory Endorsement	Approved-Closed	Yes
Form	Amendatory Endorsement	Approved-Closed	Yes

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Form Schedule

Lead Form Number: E CH-26210 PPO-IP AR (01/10)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 02/03/2010	AE CH-26210 PPO-IP AR (01/10)	Policy/Cont ract/Fratern al	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AE CH-26210 PPO-IP AR (01-10).pdf
Approved-Closed 02/03/2010	AE CH-26220 PPO-IP AR (01/10)	Policy/Cont ract/Fratern al	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AE CH-26220 PPO-IP AR (01-10).pdf

THE CHESAPEAKE LIFE INSURANCE COMPANY

A Stock Company
(Hereinafter called: The Company, We, Our or Us)
Home Office: Oklahoma City, Oklahoma
Administrative Office: P.O. Box 982010
North Richland Hills, Texas 76182-8010
Customer Service: 1-800-733-1110

AMENDATORY ENDORSEMENT

This Amendatory Endorsement is made a part of the Policy to which it is attached. It is subject to all the provisions of the Policy which are not inconsistent with this endorsement. It is applicable only to Insured Persons who are residents of the State of Arkansas.

The following Covered Expenses are added to the **BENEFITS** section. Unless otherwise stated, all Covered Expenses are subject to the Deductible, Coinsurance and Lifetime Maximum Amount shown in the POLICY SCHEDULE; the Maximum Benefit, benefit and/or Aggregate Maximum Amounts, if any, shown in the POLICY SCHEDULE. Unless otherwise stated, these Covered Expenses are also subject to the EXCLUSIONS AND LIMITATIONS and all other provisions of the Policy:

*The following benefit is effective as of **July 31, 2009** or the Insured Person's Effective Date of Coverage, whichever is later:*

Orthotics and Prosthetics

Covered Expenses include charges for orthotic and prosthetic devices and services, including repairs and replacements due to anatomical change or normal use. Such devices and services must be prescribed by a licensed doctor of medicine, doctor of osteopathy, or doctor of podiatric medicine and provided by a doctor of medicine, a doctor of osteopathy, a doctor of podiatric medicine, an orthotist, or a prosthetist licensed by the State of Arkansas. The reimbursement amount shall be at the minimum of eighty percent of Medicare allowables as defined by the Center for Medicare Medicaid Services, Healthcare Common Procedure Coding System for:

1. An orthotic device;
2. An orthotic service;
3. A prosthetic device; and
4. A prosthetic service.

For the purpose of this benefit, "Orthotic Device" means an external device that is custom-designed, fabricated, assembled, fitted, or adjusted for the patient using the device prior to or concurrent with the delivery of the device to the patient.

Orthotic Device does not include a cane, a crutch, a corset, a dental appliance, an elastic hose, an elastic support, a fabric support, a generic arch support, a low-temperature plastic splint, a soft cervical collar, a truss, or other similar device that: (i) is carried in stock and sold without therapeutic modification by a corset shop, department store, drug store, surgical supply facility, or similar retail entity; and (ii) has no significant impact on the neuromuscular, musculoskeletal, or neuromusculoskeletal functions of the body.

For the purpose of this benefit, "Prosthetic Devices" means an external device that is intended to replace an absent external body part and custom-designed, fabricated, assembled, fitted, or adjusted for the patient using the device prior to or concurrent with being delivered to the patient.

Prosthetic Device does not include an artificial eye, an artificial ear, a dental appliance, a cosmetic device such as artificial eyelashes or wigs, a device used exclusively for athletic purposes, and artificial facial device, or other device that does not have a significant impact on the neuromuscular, musculoskeletal, or neuromusculoskeletal functions of the body.

The following benefit is effective as of **January 1, 2010** or the Insured Person's Effective Date of Coverage, whichever is later:

Prostate Cancer Screening

Covered Expenses include a screening for the early detection of prostate cancer for a male Insured Person 40 years of age and older, as according to the National Comprehensive Cancer Network guidelines.

The screening shall consist of the following tests:

1. Annual prostate specific antigen test (PSA); and
2. Digital rectal exam (DRE).

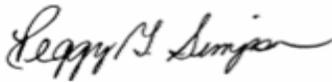
[This benefit is not subject to a Deductible.]

Any benefits payable pursuant to this Amendatory Endorsement will not be duplicated under any optional benefit rider that may be attached to the Insured Person's Policy.

The provisions of this Amendatory Endorsement are effective on the Policy Date, the effective date shown herein (if any), or as required by law, whichever is later.

In Witness whereof, the Insurance Company has caused this Amendment to be signed by its President and Secretary.

Signed for The Chesapeake Life Insurance Company at North Richland Hills, Texas.



SECRETARY



PRESIDENT

THE CHESAPEAKE LIFE INSURANCE COMPANY

A Stock Company
(Hereinafter called: The Company, We, Our or Us)
Home Office: Oklahoma City, Oklahoma
Administrative Office: P.O. Box 982010
North Richland Hills, Texas 76182-8010
Customer Service: 1-800-733-1110

AMENDATORY ENDORSEMENT

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2. An orthotic service;
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For the purpose of this benefit, "Orthotic Device" means an external device that is custom-designed, fabricated, assembled, fitted, or adjusted for the patient using the device prior to or concurrent with the delivery of the device to the patient.

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The screening shall consist of the following tests:

1. Annual prostate specific antigen test (PSA); and
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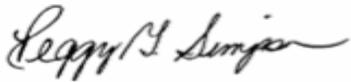
[This benefit is not subject to a Deductible.]

Any benefits payable pursuant to this Amendatory Endorsement will not be duplicated under any optional benefit rider that may be attached to the Insured Person's Policy.

The provisions of this Amendatory Endorsement are effective on the Policy Date, the effective date shown herein (if any), or as required by law, whichever is later.

In Witness whereof, the Insurance Company has caused this Amendment to be signed by its President and Secretary.

Signed for The Chesapeake Life Insurance Company at North Richland Hills, Texas.



SECRETARY



PRESIDENT

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Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	02/03/2010
Comments:			
Attachment:			
Readability.pdf			

		Item Status:	Status Date:
Bypassed - Item:	Application	Approved-Closed	02/03/2010
Bypass Reason:	Forms being submitted for review and approval are Amendatory Endorsements.		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	02/03/2010
Bypass Reason:	Forms being submitted for review are Amendatory Endorsements, not Individual Health Policies.		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	Approved-Closed	02/03/2010
Bypass Reason:	Forms being submitted for review and approval are Amendatory Endorsements.		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Certification/Notice	Approved-Closed	02/03/2010
Comments:			
Attachment:			
Cert of Compliance Rule-Reg19 -AR.pdf			

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Item Status: Approved-Closed
Status Date: 02/03/2010
Satisfied - Item: Cover Letter
Comments:
Attachment:
Cover Letter.pdf

Item Status: Approved-Closed
Status Date: 02/03/2010
Satisfied - Item: ARGA 0104
Comments:
Attachment:
ARGA 0104.pdf

The Chesapeake Life Insurance Company

FLESCH READABILITY CERTIFICATE
State of Arkansas

Form Number

AE CH-26210 PPO-IP AR (01/10)

AE CH-26220 PPO-IP AR (01/10)

Flesch Score

52.37

52.37

I certify that to the best of my knowledge and belief, the above-referenced form(s) meet or exceed the readability, legibility, and format requirements of any applicable laws and regulations in the state of Arkansas.



Susan Dew

Senior VP, Associate General Counsel and Chief Compliance Officer

January 27, 2010

DATE

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

Insurer: The Chesapeake Life Insurance Company

Form Number(s): AE CH-26210 PPO-IP AR (01/10); AE CH-26220 PPO-IP AR (01/10)

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



Signature of Company Officer

Susan Dew
Name

Senior VP, Associate General Counsel and Chief Compliance Officer
Title

January 27, 2010
Date



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

9151 Boulevard 26
North Richland Hills, TX 76180

January 27, 2010

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

RE: SERFF Tracking Number: MGCC-126476728
The Chesapeake Life Insurance Company
NAIC#: 264-61832 / FEIN#: 52-0676509

FORM

AE CH-26210 PPO-IP AR (01/10)
AE CH-26220 PPO-IP AR (01/10)

DESCRIPTION

Amendatory Endorsement
Amendatory Endorsement

Dear Commissioner Bradford:

The above referenced forms are submitted for your review and approval. The forms have been created in order to bring the following policies into compliance with the requirements of House Bill 1031 regarding Coverage for Prostate Cancer Screenings and HB 2244 regarding Orthotics and Prosthetics:

POLICY NUMBER

CH-26210 PPO-IP (03/09) AR
CH-26220 PPO-IP (03/09) AR

APPROVAL DATE

October 12, 2009
October 12, 2009

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

If you have any questions or if anything further is needed to expedite the review of this filing, please call me collect at (817) 255-8283. Your assistance in this matter is greatly appreciated.

Sincerely,

Dianna Cordova
Compliance Analyst II
Dianna.cordova@healthmarkets.com

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

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

DISCLAIMER

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

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

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

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

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

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

COVERAGE

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

EXCLUSIONS FROM COVERAGE

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

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

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

The Association also does NOT provide coverage for:

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

LIMITS ON AMOUNT OF COVERAGE

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