

SERFF Tracking Number: FRCS-126612508 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number: 45613
Company Tracking Number: 5360
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
Product Name: BA-20 Amendments Filing
Project Name/Number: gerber/167/167

Filing at a Glance

Company: Gerber Life Insurance Company

Product Name: BA-20 Amendments Filing

TOI: H04 Health - Blanket Accident/Sickness

Sub-TOI: H04.000 Health - Blanket
Accident/Sickness

Filing Type: Form

SERFF Tr Num: FRCS-126612508 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 45613

Co Tr Num: 5360

State Status: Approved-Closed

Authors: Bob Motley, Aaron Clark

Date Submitted: 05/07/2010

Reviewer(s): Rosalind Minor

Disposition Date: 05/10/2010

Disposition Status: Approved-
Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: gerber/167

Project Number: 167

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/10/2010

Deemer Date:

Submitted By: Bob Motley

Filing Description:

We have been retained by Gerber Life Insurance Company to file the enclosed forms for approval in your state.

Our fee of \$200 has been sent by EFT on this same date.

This filing contains new Insert Pages to be used with previously approved Blanket Accident Policy Form GER-BA-20, approved by your department on 06/06/2000. These are new forms and do not replace any existing forms. These new Insert Pages will allow the company to offer the additional special risk coverages as part of this policy.

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The text found in brackets should be considered as variable material. A Statement of Variability is attached.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

Company and Contact

Filing Contact Information

Aaron Clark, Technician aaron.clark@firstconsulting.com
 1020 Central 800-927-2730 [Phone] 2835 [Ext]
 Suite 201 816-391-2755 [FAX]
 Kansas City, MO 64105

Filing Company Information

(This filing was made by a third party - FC01)

Gerber Life Insurance Company CoCode: 70939 State of Domicile: New York
 1311 Mamaroneck Avenue Group Code: Company Type:
 White Plains, NY 10605 Group Name: State ID Number:
 (914) 272-4025 ext. [Phone] FEIN Number: 13-2611847

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form times four forms equals \$200.00.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Gerber Life Insurance Company	\$200.00	05/07/2010	36308847

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/10/2010	05/10/2010

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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	Authorization	Approved-Closed	Yes
Supporting Document	Certification of Compliance	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Form	Definitions	Approved-Closed	Yes
Form	Accident Medical Expense – Hospital and Professional Services	Approved-Closed	Yes
Form	Accident Death and Dismemberment Benefit	Approved-Closed	Yes
Form	Hazard – Regularly Scheduled Activity	Approved-Closed	Yes

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Form Schedule

Lead Form Number: GER-BA-20-D

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 05/10/2010	GER-BA-20-D	Policy/Cont	Definitions ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.000	GER-BA-20-D DIST.pdf
Approved-Closed 05/10/2010	GER-BA-20-F-26	Policy/Cont	Accident Medical ract/Fraternal Expense – Hospital and Professional Certificate: Services Amendment, Insert Page, Endorsement or Rider	Initial		50.000	GER-BA-20- F-26 DIST.pdf
Approved-Closed 05/10/2010	GER-BA-20-F-27	Policy/Cont	Accident Death and ract/Fraternal Dismemberment Benefit Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		64.300	GER-BA-20- F-27 DIST.pdf
Approved-Closed 05/10/2010	GER-BA-20-G-40	Policy/Cont	Hazard – Regularly ract/Fraternal Scheduled Activity Certificate:	Initial		50.000	GER-BA-20- G-40 DIST.pdf

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Amendmen
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Page,
Endorseme
nt or Rider

SECTION II – DEFINITIONS (continued)

[Accident] means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an Injury. The Accident must occur while the Insured Person is covered under the Plan.

Copayment means the percentage of Reasonable Expenses for Necessary Treatment which the Company does not pay and which the Insured Person is responsible for paying. The percentage which the Company pays is stated in SECTION IV- BENEFIT PROVISION.

Deductible means the Reasonable Expenses for Necessary Treatment which the Insured Person must incur, per Accident, before the Company pays any benefits under the Hospital and Professional Services Benefits provision.

Emergency means:

1. A situation which requires hospitalization or medical care for an Injury caused by the sudden, unexpected onset of a medical condition with acute symptoms of sufficient severity and pain to require immediate medical care; and
2. In the absence of which one could reasonably expect that one or more of the following would occur:
 - (a) The Insured Person's health would be placed in serious jeopardy.
 - (b) There would be serious impairment of the Insured Person's bodily functions.
 - (c) There would be serious dysfunction of any of the Insured Person's bodily organs or parts.

Free - Standing Ambulatory Surgical Facility means any public or private establishment which:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;
3. Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility; and
4. Does not provide services or other accommodations for patients to stay overnight.

Hospital means a place that meets all of the following requirements:

1. Has an organized medical staff;
2. Has permanent facilities that are equipped and operated mainly for the purpose of performing surgical procedures;

Provides continuous services of Physicians and registered nurses, whenever a patient is in the facility.

Hospital also means a psychiatric hospital as defined by Medicare. It must be eligible to receive payments under Medicare.

A Hospital is mainly not a place for rest, a place for the aged, a place for the treatment of drug addicts or alcoholics, or a nursing home.

Immediate Family means the spouse, parents, siblings, or children of the Insured Person.

Insured Person means the person who is insured under the Plan as described in Section I, Schedule of Benefits.

Injury means Accidental bodily injury which: (i) is direct and independent of any other cause; and (ii) requires treatment by a licensed physician or surgeon, acting within the scope of his or her license.

SECTION II – DEFINITIONS (continued)

Inpatient means a person confined in a Hospital for at least one full day and charged room and board.

Loss of Use means the complete, total and irrecoverable loss of use of an arm, leg, hearing, speech or sight.

Necessary Treatment means medical and dental treatment which is:

1. Consistent with “approved and generally accepted medical, surgical or dental practice” for the covered Injury of the Insured Person, as determined by the Company;
2. Accepted as safe, effective and reliable by a medical specialty or board recognized by the American Board of Medical Specialties; and
3. Not Experimental or Investigational Treatment, as determined by the Company.

Determination of "approved and generally accepted medical, surgical or dental practice" in 1. above is the Company's prerogative. The Company may consult with appropriate authoritative medical, surgical or dental practitioners.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply a Necessary Treatment.

If services do not meet the criteria above or are not consistent with professionally recognized standards of care with respect to quality, frequency or duration, such services will not be deemed Necessary Treatment.

Experimental or Investigational Treatment means:

1. Medical devices;
2. Drugs and/or pharmaceutical agents; and
3. Procedures or treatments;

as defined below:

(a) Medical device if any of the following applies:

1. It does not have approval from the United States Food and Drug Administration (FDA) to be marketed; or
2. It has a 510K number, and its use is other than for the purpose or in the manner for which the original FDA approval was received (Final determination of the similarity of use per the original approval will be made by the Company.); or
3. It has FDA approval to be marketed or has a 510K number, and its use is not in accordance with the FDA approval guidelines/instructions; or
4. The device, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "authorities" listed to be safe and effective for the treatment of the disease or condition for which the device is being used.

(b) Drug and pharmaceutical agent if any of the following applies:

1. It does not have FDA approval to be marketed; or
2. Its use does not conform to FDA licensing; or
3. The drug or pharmaceutical agent, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective or the treatment of the disease or condition for which such drug or pharmaceutical agent is being used.

SECTION II – DEFINITIONS (continued)

- (c) Procedure or treatment performed or rendered by a Physician or under a Physician's supervision if any of the following applies:
1. It requires the use of a medical device, drug or pharmaceutical agent which would be considered Experimental or Investigational Treatment under the Plan; or
 2. It is not currently reported to be safe and effective by one of the "Authorities" listed; or
 3. The use of such procedure or treatment, alone or in combination with any drug, pharmaceutical agent, other medical device, procedure or treatment performed or rendered by a Physician or under a Physician's supervision, is not currently reported by one of the "Authorities" listed to be safe and effective for the treatment of the disease or condition for which the procedure or treatment is performed or rendered.

"Authorities" mean the following:

(a) Textbooks:

- (i) *Cecil Textbook of Medicine*, (Newest edition, W. B. Saunders Company, Publisher);
- (ii) *Scientific American Medicine*, (Newest update, Scientific American, Inc., Publisher);
- (iii) *Conn's Current Therapy*, (Newest edition, W. B. Saunders Company, Publisher);
- (iv) *Schwartz Principles of Surgery*, (Newest edition, McGraw-Hill, Publisher);
- (v) *Nelson's Textbook of Pediatrics*, (Newest edition, W. B. Saunders Company, Publisher);
- (vii) *Sabiston's Textbook of Surgery*, (Newest edition, W. B. Saunders Company, Publisher).

(b) Periodicals:

- (i) Medical Letter;
- (ii) Journal of American Medical Association;
- (iii) New England Journal of Medicine;
- (iv) Disease-a-Month, (Mosby-Yearbook, Inc., Chicago, IL).

Paralysis means the complete, total and irrecoverable Loss of Use of an arm or leg.

SECTION II – DEFINITIONS (continued)

Other Plan means any other valid and collectible insurance or self-funded plan such as: individual and family type insurance coverage; group, blanket or franchise insurance, group hospital, medical service, pre-payment, trustee, Union Welfare; Blue-Cross, Blue Shield, group practice or other pre-payment coverage; labor-management plans, or employee benefit organization plans; self-funded ERISA plan, Workers' Compensation Law, Occupational Disease Law or any similar legislation; Medicare; or "No-Fault" auto legislation, where applicable.

Outpatient means an Insured Person receiving care from a Physician, a Hospital or a Free Standing Ambulatory Surgical Facility but who is not undergoing confinement and is not charged room and board.

Physical Therapy means any form of physical therapy, whether by machine or hand, by use of exercise, manipulation, massage, adjustment, heat or cold, air, light, water, electricity or sound.

Physician means a currently licensed practitioner of the healing arts performing within the scope of a license which is issued under the laws of the state of practice. It does not include the Insured Person or his/her Immediate Family.

Reasonable Expense means the usual, reasonable and customary fee or charge for the services rendered and the supplies furnished in the area where and at the time such services are rendered or supplies furnished, as determined by the Company. Such services and supplies must be recommended and approved by a Physician.

Regularly Scheduled Activity means the following Policyholder functions which are organized and scheduled solely by the Policyholder on or off Policyholder premises:

1. An activity which is under sole direct supervision of qualified Policyholder authorities; and
2. Policyholder sponsored and supervised travel to and from such an activity.

Residence means the home or land on which the Insured Person's home is located.

Surgical Expense means expense incurred for (1) a Surgical Procedure; (2) preoperative Necessary Treatment in connection with such procedure; and (3) usual postoperative treatment.

Surgical Procedure means (1) a cutting procedure; (2) suturing a wound; (3) treatment of a fracture; (4) reduction of a dislocation; (5) electrocauterization; (6) diagnostic and therapeutic endoscopic procedures; and (7) an operation by means of laser beam.

Total Disability means a disability or medical status which results in the Insured Person's inability to perform the normal activities of a person of like age and sex in good health.]

SECTION IV- BENEFIT PROVISION

[Accident Medical Expense – Hospital and Professional Services Benefits

The Company will pay Reasonable Expenses incurred as an additional benefit to an Insured Person for the items of expense listed below due to an Injury caused by an Accident from a Hazard described on a following page. The Insured Person must be covered under the Plan on the date of the Accident. The first expense must be incurred within [30-180] days after the date of the Accident.

Services must be given: (1) by a Physician; and (2) for Necessary Treatment. Benefits are paid to the maximum for any one Injury for Reasonable Expenses which are in excess of the Deductible and any Copayment. Benefits are subject to the Coverage and Limitations as stated below, the Exclusions and all other provisions of the Plan. Services must be received within [1–3 year[s]] from the date of the Accident. Expenses incurred after [1–3 year[s]] from the date of the Accident are not covered even though the service is a continuing one or one that is necessarily delayed beyond [1–3 year[s]] from the date of the Accident.

HOSPITAL AND PROFESSIONAL SERVICES BENEFITS

Maximums and Benefit Period (All maximums are subject to the COVERAGE and LIMITATIONS as stated below.)

Maximum Medical Expense for each Injury: [\$5,000 - \$300,000]

[Maximum Medical Expense for football Injuries: [\$5,000 - \$300,000]]

Maximum Medical Expense for Injuries involving motor vehicles: [\$5,000 - \$300,000]

Benefit Period: [1-3 Year[s]]

Deductible

The Deductible is: [\$0.00 - \$5,000]

EXCESS COVERAGE PROVISION APPLICABILITY

The Excess Coverage provision does [not] apply [if the total Reasonable Expenses incurred for Hospital & Professional Services are [\$100 - \$300,000 or less.].

[Other Plan Reduction Percentage [10-50]%

COVERAGE AND LIMITATIONS (All limitations are stated per Injury.)

Hospital/Facility Services

Inpatient

1. [HOSPITAL ROOM AND BOARD: [50%-100%] of Reasonable Expenses up to the semi-private room rate [to a maximum of [\$50-\$5,000] per day]
2. [HOSPITAL INTENSIVE CARE: [50%-100%] of Reasonable Expenses [to a maximum [\$50-\$20,000] per day]
3. [INPATIENT HOSPITAL MISCELLANEOUS: [50%-100%] of Reasonable Expenses [to a maximum of [\$50-\$20,000] per day]

Outpatient

1. [OUTPATIENT HOSPITAL MISCELLANEOUS (Except Physician's services and x-rays paid as below): [50%-100%] of Reasonable Expenses [to a maximum of \$100 – \$5,000]]
2. [HOSPITAL EMERGENCY ROOM: [50%-100%] of Reasonable Expenses [to a maximum of \$50-\$5,000]]
3. [FREE - STANDING AMBULATORY SURGICAL FACILITY: [50%-100%] of Reasonable Expenses [to a maximum of \$250-\$5,000]]
4. [HOSPITAL EMERGENCY ROOM PHYSICIAN: [50%-100%] of Reasonable Expenses [to a maximum of \$250-\$5,000]]

Physician's Services

1. [SURGICAL: [50%-100%] of Reasonable Expenses [to a maximum of \$300-\$5,000]]
2. [ASSISTANT SURGEON: [50%-100%] of Reasonable Expenses [to a maximum of \$300-\$5,000]]
3. [ANESTHESIOLOGIST: [50%-100%] of Reasonable Expenses [to a maximum of \$300-\$5,000]]
4. [PHYSICIAN'S NON-SURGICAL TREATMENT (EXCEPT AS IN 5. BELOW): [50%-100%] of Reasonable Expenses [to a maximum of \$50-\$5,000]]
5. [PHYSICIAN'S OUTPATIENT TREATMENT IN CONNECTION WITH PHYSICAL THERAPY AND/OR SPINAL MANIPULATION: [50%-100%] of Reasonable Expenses [to a maximum of \$50 -5,000]]

Other Services

1. [REGISTERED NURSES' SERVICES: [50%-100%] of Reasonable Expenses [to a maximum \$50-\$5,000]]
2. [PRESCRIPTIONS (DISPENSED BY A LICENSED PHARMACIST) - OUTPATIENT: [50-100%] of Reasonable Expenses [to a maximum of \$50-\$500]]
3. [LABORATORY TESTS - OUTPATIENT: [50%-100%] of Reasonable Expenses [to a maximum of \$50-\$2,000]]
4. [X-RAYS (INCLUDES INTERPRETATION) - OUTPATIENT: [50%-100%] of Reasonable Expenses [to a maximum of \$50-\$1,000]]
5. [DIAGNOSTIC IMAGING (MRI, CAT SCAN, ETC.) - INCLUDES INTERPRETATION: [50%-100%] of Reasonable Expenses [to a maximum of \$200-\$2,000]]
6. [GROUND AMBULANCE: [50%-100%] of Reasonable Expenses [to a maximum of \$200-\$2,000]]
7. [AIR AMBULANCE: [50%-100%] of Reasonable Expenses [to a maximum of \$500 – \$10,000]]
8. [DURABLE MEDICAL EQUIPMENT - INCLUDES ORTHOPEDIC BRACES AND APPLIANCES: [50%-100%] of Reasonable Expenses [to a maximum of \$500 - \$5,000]]
9. [DENTAL TREATMENT: [50-100%] of Reasonable Expenses [to a maximum of \$500 - \$2,000] for the treatment, repair or replacement of injured natural teeth, includes initial braces when required for treatment of a covered injury, as well as examination, x-rays, restorative treatment, endodontics, oral surgery and treatment for gingivitis resulting from trauma]
10. [REPLACEMENT OF EYEGASSES, HEARING AIDS, CONTACT LENSES, IF MEDICAL TREATMENT IS ALSO RECEIVED FOR THE COVERED INJURY: [50%-100%] of Reasonable Expenses [to a maximum of \$150 - \$2,000]]

EXCESS COVERAGE

Hospital and Professional Services will be paid only for such expense that is not recoverable from any Other Plan. The Company will determine the amount of benefits provided by Other Plans without reference to any coordination of benefits, non-duplication of benefits, or similar provisions. The amount from Other Plans includes any amount, to which the Insured Person is entitled, whether or not a claim is made for the benefits. The Plan is secondary to all Other Plans.

This provision will not apply if the total Reasonable Expenses incurred for Hospital and Professional Services are less than the amount stated in the Hospital and Professional Services under Excess Coverage Provision Applicability.

[Any covered Hospital and Professional Services payable under this provision will be reduced by the Other Plan Reduction Percentage shown above under Excess Coverage Provision Applicability if:

1. the Insured Person has coverage under any Other Plan;
2. the Other Plan is an HMO, PPO or similar arrangement; and
3. the Insured Person does not use the facilities or services of the HMO, PPO or similar arrangement.

Any covered Hospital and Professional Service will not be reduced for emergency treatment within 24 hours after a covered Accident which occurred outside the geographic service area of the HMO, PPO or similar arrangement.

Definitions for purposes of the Accident Medical Benefits-Hospital and Professional Services Benefits provided by the Plan:

HMO or Health Maintenance Organization means any organized system of health care that provides health maintenance and treatment services for a fixed sum of money agreed and paid in advance to the provider or service.

PPO or Preferred Provider Organization means an organization offering health care services through designated health care providers who agree to perform those services at rates lower than non-Preferred Providers.]

PAYMENT OF CLAIMS

All or a portion of any benefits provided by the Plan on account of hospital, nursing, surgical or other medical service may, at the Company's option, and unless the Insured Person requests otherwise in writing not later than the time for filing proof of such Loss, be paid directly to the hospital or person rendering such services. Accidental Death and Dismemberment Benefits are paid to the Insured, or if not living, to the beneficiary.]

SECTION IV- BENEFIT PROVISION

[Accident Death and Dismemberment Benefit

The Company will pay a benefit for loss due to an Injury caused by an Accident to an Insured Person from a Hazard described on a following page as shown in the Table of Losses below. The loss must occur within 365 days after the date of the accident. The Insured Person must be covered under the Plan on the date of the Accident.

The benefit for loss of life will be paid to the named beneficiary. All other benefits will be paid to the Insured Person.

Table of Losses

For Loss of:

Life	[\$2,500 - \$100,000]
Both Hands or Both Feet or Sight of Both Eyes	[\$2,500 - \$100,000]
[Quadriplegia	[\$5,000 - \$100,000]]
[Paraplegia	[\$5,000 - \$100,000]]
[Hemiplegia	[\$5,000 - \$100,000]]
Loss of One Hand or Foot	[\$2,500 - \$50,000]
Loss of Sight in One Eye	[\$2,500 - \$50,000]
Loss of Speech	[\$2,500 - \$50,000]
[Loss of Hearing (both ears)	[\$2,500 - \$100,000]]
Loss of Thumb and Index Finger of the Same Hand:	[\$5,000 - \$25,000]
Maximum-All Losses-Any One Accident	[\$5,000 - \$500,000]

Loss shall mean the:

- (i) loss of a hand by total severance at or above the wrist;
- (ii) loss of a foot by total severance at or above the ankle;
- (iii) complete, total and irrecoverable loss to the sight of an eye;
- [(iv) total Paralysis of both arms and legs for Quadriplegia;]
- [(v) total Paralysis of both legs for Paraplegia;]
- [(vi) total Paralysis of the arm and leg on the same side of the body for Hemiplegia;]
- (vii) complete, total and irrecoverable loss of speech;
- [(viii) complete, total and irrecoverable loss of hearing]; or
- (ix) loss of thumb and index finger by total severance at or above the knuckles.]

SECTION V - COVERAGE PROVISION

[HAZARD 40

Regularly Scheduled Activity

[82 Participants of ABC Youth Sports Association]

Coverage applies only to an Insured Person who is in a Class to which this Hazard applies.

Description of Hazards

Except where specifically stated otherwise, the Plan covers the Insured Person only for Injury sustained while:

- a. Participating in or attending any Regularly Scheduled Activity of the Policyholder. The activity must be supervised by a person authorized by the Policyholder.
- b. Traveling directly (uninterruptedly) to and from such Regularly Scheduled Activities with other members as a group. The travel must be supervised by a person authorized by the Policyholder.
- c. Traveling directly (uninterruptedly) to and from the Insured Person's Residence and the meeting place for the purpose of participating in such Regularly Scheduled Activity.

[All registered participants of the activities sponsored and supervised by the Policyholder: Youth Basketball, Baseball Practice & Games]

Exclusions:

Benefits are not paid for any loss caused by or resulting from:

- (a) Injuries which are not caused by an Accident;
- (b) Treatment by persons employed or retained by the Policyholder or by any member of the Insured Person's Immediate Family;
- (c) Treatment that is not Necessary Treatment;
- (d) Treatment for hernia, regardless of cause, Osgood Schlatter's disease, or osteochondritis;
- (e) Custodial care confinements or services;
- (f) Charges in excess of the Reasonable Expense;
- (g) Cosmetic surgery except when the surgery is necessitated by a covered Injury;
- (h) Experimental or Investigational Treatment;
- (i) Routine physical or other examination when there are no objective indications of impairment of normal health;
- (j) Treatment of a deviated nasal septum, including submucous resection and/or other surgical corrections, unless the treatment is due to or arises from a covered Injury;

- (k) Treatment of: weak, strained, flat, unstable or unbalanced feet, corns, calluses, or toenails;
- (l) Counseling or psychiatric treatment, or educational or vocational testing or training;
- (m) Injuries covered by any occupational benefit plan, other insurance, or public assistance program;
- (n) Injury sustained as a result of operating, riding in or upon, or alighting from a two-, three-, or four-wheeled recreational motor vehicle or snowmobile;
- (o) Medical expenses for which the Insured Person is entitled to benefits under any (a) Workers' Compensation act; or (b) mandatory no-fault automobile insurance contract; or similar legislation;
- (p) Fighting or brawling except in self defense;
- (q) Expense incurred for treatment of temporomandibular joint dysfunction and associated myofascial pain.]

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR Read Cert.pdf	Approved-Closed	05/10/2010

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: Not applicable for this filing. Comments:	Approved-Closed	05/10/2010

	Item Status:	Status Date:
Satisfied - Item: Authorization Comments: Attachment: Authorization Gerber 5-10 DIST.pdf	Approved-Closed	05/10/2010

	Item Status:	Status Date:
Satisfied - Item: Certification of Compliance Comments: Attachment: AR COC.pdf	Approved-Closed	05/10/2010

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability Comments: Attachment:	Approved-Closed	05/10/2010

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Statement of Variables-SR dist.pdf

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Gerber Life Insurance Company

This is to certify that the forms referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
GER-BA-20-D	50*
GER-BA-20-F-26	50*
GER-BA-20-F-27	64.3
GER-BA-20-G-40	50*

**When combined with the policy the form achieves a readability of +50.*



Robert J. Lodewick
Vice President, General Counsel & Secretary

May 4, 2010

Date

May 4, 2010

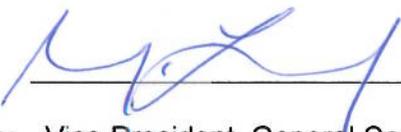
To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Gerber Life Insurance Company

By:  _____
Title: Vice President, General Counsel &
Secretary _____

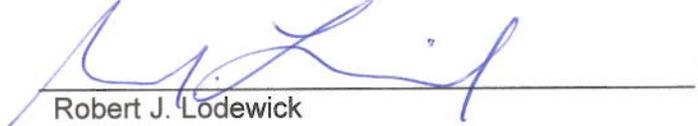
STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Gerber Life Insurance Company

Form Titles: Definitions
Accident Medical Expense – Hospital and Professional Services
Accident Death and Dismemberment Benefit
Hazard – Regularly Scheduled Activity

Form Numbers: GER-BA-20-D
GER-BA-20-F-26
GER-BA-20-F-27
GER-BA-20-G-40

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Robert J. Lodewick
Vice President, General Counsel & Secretary

April 30, 2010

Date

Statement of Variables

Below are the ranges of variables.

SECTION IV – BENEFIT PROVISION

Accident Medical Expense – Hospital and Professional Services Benefits

Each benefit listed may or may not be selected by the Policyholder and the Policyholder will decide what numeric value will be listed so that it is tailored to meet their needs. It will not be more or less than the range stated.

If a range is not provided the entire bracketed information will be in or out dependent on the Plan chosen by the Policyholder.

SECTION IV – BENEFIT PROVISION

Accident Death and Dismemberment Benefit

Each benefit listed may or may not be selected by the Policyholder and the Policyholder will decide what numeric value will be listed so that it is tailored to meet their needs. It will not be more or less than the range stated.

If a range is not provided the entire bracketed information will be in or out dependent on the Plan chosen by the Policyholder.

SECTION V – COVERAGE PERSVISION

HAZARD 40

Regularly Scheduled Activity

The variable language for the following will be per name/enrollment as completed on the application:

[82 Participants of ABC Youth Sports Association]

The variable language for the following will be as per completed application. Covering all ages of participants for activities in the fields of organized sports, recreational and leisure activities. Coverage can include such activities as camps, clinics, teams, leagues, tournaments, sports officiating, fairs, festivals, church activities, youth group, concerts, etc. Coverage can be for one day, a season or a full year:

[All registered participants of the activities sponsored and supervised by the Policyholder: Youth Basketball, Baseball Practice & Games]