

SERFF Tracking Number: MGCC-126608444 State: Arkansas  
Filing Company: The Chesapeake Life Insurance Company State Tracking Number: 45552  
Company Tracking Number: CH-26118-IP (01/10) AR  
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
Product Name: CH-26118-IP (01/10)  
Project Name/Number: Direct Benefit Series/

## Filing at a Glance

Company: The Chesapeake Life Insurance Company

Product Name: CH-26118-IP (01/10)

SERFF Tr Num: MGCC-126608444 State: Arkansas

TOI: H02I Individual Health - Accident Only

SERFF Status: Closed-Approved-  
Closed State Tr Num: 45552

Sub-TOI: H02I.000 Health - Accident Only

Co Tr Num: CH-26118-IP (01/10) State Status: Approved-Closed  
AR

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Kathleen Allen, Jaime  
Butler, Kim Perkins

Disposition Date: 05/03/2010

Date Submitted: 04/30/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Direct Benefit Series

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Informational

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: 05/03/2010

Explanation for Other Group Market Type:

State Status Changed: 05/03/2010

Deemer Date:

Created By: Kathleen Allen

Submitted By: Kathleen Allen

Corresponding Filing Tracking Number: MGCC-  
126419306 Previously approved

Filing Description:

This letter is hereby submitted for your information only. In a quality assurance evaluation, it came to our attention that the following exclusion was inadvertently included on this Policy and its accompanying Outline of Coverage form.

Please be advised that We have removed the following exclusion from these forms, and will not be excluding benefits received or in connection with:

19. Treatment, services or supplies received outside the U.S. or Canada. However, treatment, services or supplies

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received as a result of an acute Accidental Injury sustained during the first 30 days of travel outside of the U.S. or Canada will be considered a Covered Expense. In no event will treatment, services or supplies received beyond the first 30 days of travel outside of the U.S. or Canada be considered a Covered Expense.

Please also be advised that no Policies have been issued in your State under this form, and it is Our intent to implement this Policy form without this exclusion provision.

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

Upon your receipt of this submission, we would appreciate receiving an acknowledgment of your receipt. If you have any questions or if anything further is needed to expedite the review of this filing, please call me collect at (817) 255-3590. Your assistance in this matter is greatly appreciated.

Respectfully Submitted,

Kathleen Allen

## Company and Contact

### Filing Contact Information

Kathleen Allen, Senior Compliance Analyst kathleen.allen@healthmarkets.com  
9151 Boulevard 26 817-255-3590 [Phone]  
North Richland Hills, TX 76180 817-255-8153 [FAX]

### Filing Company Information

The Chesapeake Life Insurance Company CoCode: 61832 State of Domicile: Oklahoma  
9151 Boulevard 26 Group Code: 264 Company Type: Health  
North Richland Hills, TX 76180 Group Name: State ID Number:  
(817) 255-3100 ext. [Phone] FEIN Number: 52-0676509

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## Filing Fees

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

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Chesapeake Life Insurance Company	\$50.00	04/30/2010	36095278

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/03/2010	05/03/2010

*SERFF Tracking Number:*      *MGCC-126608444*                      *State:*                      *Arkansas*  
*Filing Company:*              *The Chesapeake Life Insurance Company*      *State Tracking Number:*      *45552*  
*Company Tracking Number:*      *CH-26118-IP (01/10) AR*  
*TOI:*                      *H02I Individual Health - Accident Only*      *Sub-TOI:*                      *H02I.000 Health - Accident Only*  
*Product Name:*              *CH-26118-IP (01/10)*  
*Project Name/Number:*      *Direct Benefit Series/*

## **Disposition**

Disposition Date: 05/03/2010

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
Form	Accidental Injury Only Insurance Policy	Approved-Closed	Yes

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## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed 05/03/2010	CH-26118- IP (01/10) AR	Policy/Cont ract/Fratern al	Accidental Injury Only Insurance Policy Certificate	Initial			CH-26118-IP _0110_AR.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

## ACCIDENTAL INJURY ONLY INSURANCE POLICY

This Policy is effective from 12:01 A.M. standard time on the Policy Effective Date at Your place of residence. It shall continue in effect until terminated in the manner provided within this Policy.

### IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION

The attached application is a part of this Policy. Please read it and check it carefully. This Policy is issued on the basis that Your answers are correct and complete. If it is not complete or has an error, please let Us know within 10 days. **IF THE STATEMENTS OR REPRESENTATIONS ARE INCORRECT OR UNTRUE, WE HAVE THE RIGHT TO DENY BENEFITS, OR TO REFORM OR VOID THIS POLICY.** The best time to clear up any misunderstanding is now, before a claim arises!

### 10 DAY RIGHT TO EXAMINE THE POLICY

It is important to Us that You understand and are satisfied with the coverage being provided to You. If You are not satisfied that this coverage will meet Your insurance needs, You may return this Policy to Us at Our administrative office in North Richland Hills, Texas, within 10 days after You receive it. Upon receipt, We will cancel Your coverage as of the Policy Date, refund all premiums paid and treat the Policy as if it were never issued.

### RENEWABILITY

This Policy is guaranteed renewable to age 65, subject to the Company's right to discontinue or terminate the coverage as provided in the TERMINATION OF COVERAGE section of this Policy. The Company reserves the right to change the applicable table of premium rates on a Class Basis. [The premium for the Policy may change in amount by reason of change in occupation.]

**NOTICE TO BUYER: This is an Accidental Injury only insurance Policy. This Policy provides limited lump sum benefits and should not be considered a substitute for comprehensive health insurance coverage.**

	
SECRETARY	PRESIDENT

This Policy is a legal contract between You and Us. **PLEASE READ YOUR POLICY CAREFULLY!**

**THIS IS A LUMP SUM ACCIDENTAL INJURY ONLY POLICY THAT PAYS A LUMP SUM BENEFIT FOR AN ACCIDENTAL INJURY AS DEFINED IN THIS POLICY.  
PLEASE READ IT CAREFULLY.**

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## POLICY SCHEDULE

PRIMARY INSURED: [John Doe, Sr.]	EFFECTIVE DATE OF COVERAGE: [01/02/07]
COVERED DEPENDENTS: [Johnette Doe] [John Doe, Jr.] [Johnita Doe]	EFFECTIVE DATE OF COVERAGE: [01/02/07] [02/15/07] [06/22/08]
POLICY NUMBER: [ABC1234567]	POLICY DATE: [01/02/07]
INITIAL PREMIUM: [\$0.00]	MODE OF PAYMENT: [Monthly]

## SCHEDULE OF BENEFITS

### BENEFIT

### AMOUNT OF BENEFIT

**MAXIMUM ACCIDENTAL INJURY BENEFIT AMOUNT** *(Per Insured Person, per Year):*

[\$5,000][\$10,000][\$15,000][\$20,000][\$25,000]

**ACCIDENTAL INJURY BENEFIT PAYABLE FOR:**

14 days or more of Hospital Confinement with or without Surgery: [100]% of the Accidental Injury Benefit Amount

7 to 13 days of Hospital Confinement with or without Surgery: [60]% of the Accidental Injury Benefit Amount; or

3 to 6 days of Hospital Confinement with or without Surgery: [30]% of the Accidental Injury Benefit Amount; or

1 to 2 days of Hospital Confinement with Surgery: [15]% of the Accidental Injury Benefit Amount; or

1 to 2 days of Hospital Confinement without Surgery: *[No benefit payable]*

**COMMON ACCIDENTAL INJURY BENEFIT PAYABLE WHEN 2 OR MORE INSURED PERSONS ARE INJURED IN THE SAME ACCIDENTAL INJURY AND AT LEAST 2 OF WHOM MEET ANY OF THE CRITERIA BELOW:**

**Criteria One:** Hospital Confined for 3 or more days: [50%] of the Accidental Injury Benefit Amount (Limited to one Common Accidental Injury Benefit Amount under the Policy per Year)

**or**

**Criteria Two:** Hospital Confined for 2 or more days with Surgery: [50%] of the Accidental Injury Benefit Amount (Limited to one Common Accidental Injury Benefit Amount under the Policy per Year)

## DEFINITIONS

**Accidental Injury** means sudden, non-recurrent, traumatic, accidental and unanticipated damage to the body, not of gradual onset requiring immediate medical attention, and not contributed to, directly or indirectly, by a Sickness. The Accidental Injury must First Occur after the Insured Person's coverage has become effective and while the coverage is in force under this Policy.

**Class Basis** means the classification by which each Insured Person's rates are determined. We will not and cannot change the rates on this Policy unless rates are changed on all Policies issued on the same Class Basis.

**Common Accident** means two or more Insured Persons covered under this Policy are injured in the same Accidental Injury.

**Confined/Confinement** means an Insured Person's admission to and subsequent continued stay in a Hospital for which a daily charge for room and board is made for each day of Confinement with no discharge or interruption in such Hospital stay. Confinement for the same or a related Accidental Injury separated by less than 180 days will be considered a single Confinement.

**Covered Dependent** means an Eligible Dependent whose coverage has become effective under this Policy and has not terminated.

**Effective Date of Coverage** means the date coverage becomes effective under this Policy with respect to a particular Insured Person.

**Eligible Dependent** means Your lawful spouse and Your unmarried natural and adopted children and step-children who reside in Your home for more than 6 months in a Year, who are under 19 years of age (the Limiting Age). The Limiting Age is extended from the child's 19<sup>th</sup> birthday to the child's [24<sup>th</sup>] birthday if the child is enrolled as a full-time student and attends classes regularly at an accredited college or university.

**First Occur, First Occurred or First Occurrence** means an Accidental Injury that initially occurred for the first time while this Policy is in force for the Insured Person. This does not include Accidental Injuries that result in exacerbation or recurrence of a previous injury.

**Hospital** means an institution operated pursuant to its license for the care and treatment of sick and injured persons for which a charge is made that the Insured Person is legally obligated to pay. The institution must:

1. Maintain on its premises organized facilities for medical, diagnostic and surgical care for sick and injured persons on an inpatient basis;
2. Maintain a staff of one or more duly licensed Legally Qualified Physicians;
3. Provide 24 hour nursing care by or under the supervision of a registered graduate professional nurse (R.N.); and
4. Is accredited as a Hospital by the Joint Commission on Accreditation of Hospitals.

The term "Hospital" does not include:

1. A hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; an extended care facility; a skilled nursing facility or a facility primarily affording custodial or educational care; care or treatment for persons suffering from mental disease or disorders; care for the aged; or care for persons addicted to drugs or alcohol; and
2. Any military or veteran's hospital, soldier's home or any hospital contracted for or operated by the Federal Government or any agencies thereof for the treatment of members or former members of the Armed Forces, unless the Insured Person is legally required to pay for services in the absence of this insurance coverage.

**Immediate Family** means the spouse, parent, son, daughter, brother or sister of the Insured Person.

**Insured Person** means You or a Covered Dependent under this Policy.

**Mental or Nervous Disorder** means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a Mental Disorder, including but not limited to neurosis,

psychoneurosis, psychopathy, psychosis, bipolar Affective Disorder or Autism. Mental or Nervous Disorder does not include Alzheimer's disease or similar forms of dementia resulting from degenerative diseases, stroke, head trauma or viral infection.

**Legally Qualified Physician** means a person, other than the Insured Person, a member of the Insured Person's Immediate Family, or a business associate of the Insured Person, who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat Sickness and Injuries. He or she must be providing services within the scope of his or her license, and must be a board certified specialist where required under this Policy.

**Policy** means the written description of coverage provided to You.

**Sickness** means an illness or disease.

**Surgery** means:

1. The performance of generally accepted operative and cutting procedures, including surgical diagnostic procedures, specialized instrumentation's, endoscopic examinations, and other invasive procedures while an Insured Person is under local or general anesthesia; and
2. Any of the procedures designated by Current Procedural Terminology codes representing Surgery.

**We, Us and Our** means The Chesapeake Life Insurance Company.

**Year** means each consecutive 12 month period beginning with Your Effective Date of Coverage.

**You, Your, Yours** means the primary insured named in the Policy Schedule whose coverage is effective.

## **EFFECTIVE DATE OF COVERAGE**

### **Beginning of Coverage**

Once We have approved Your application based upon the information You provided therein, the Effective Date of Coverage for You and those Eligible Dependents listed in the application and accepted by Us will be the Policy Date shown in the POLICY SCHEDULE.

### **Additional Dependents**

You may add Eligible Dependents by providing evidence of insurability satisfactory to Us and upon payment of any additional premium, if required.

The acceptance of a new Eligible Dependent will be shown by endorsement and the date of the endorsement will be the Effective Date of Coverage for the new Eligible Dependent.

## **PREMIUMS**

### **Premium Due Date**

Premiums are payable to Us at Our administrative office in North Richland Hills, Texas or any location as designated and communicated by Us. The premium is payable monthly, quarterly, semi-annually or annually, as indicated in the POLICY SCHEDULE. Payment of any premium will not maintain coverage in force beyond the next premium due date, except as provided by the Grace Period. Upon the payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.

### **Grace Period**

There is a grace period of 31 days for the payment of any premiums due, except the first. At the end of the 31 day grace period, We may cancel the Policy without further notice. During the grace period, the contract will remain in force; however, the Company is not obligated to pay any claims incurred by Insured Persons during the grace period unless and until the premium due is received during the grace period.

## **Premium Changes**

We reserve the right to change the table of premiums, on a Class Basis, becoming due under the Policy at any time and from time to time; provided, We have given You written notice of at least 31 days prior to the effective date of the new rates. Such change will be on a Class Basis. [The premium for the Policy may change in amount by reason of a change in occupation.]

## **Unearned Premiums Refund**

Upon the death of an Insured Person, the proceeds payable to the Insured Person or his/her estate shall include premiums paid for insurance coverage for the period beyond the end of the month in which the death occurred. Unearned Premiums shall be paid in a lump sum payment no later than thirty (30) days after the proof of the Insured Person's death has been furnished to Us.

## **TERMINATION OF COVERAGE**

### **You**

Your coverage will terminate and no benefits will be payable under this Policy:

1. At the end of the month for which premium has been paid;
2. On the date You reach age 65;
3. At the end of the month following the date of Our receipt of Your request of termination;
4. On the date of fraud or material misrepresentation by You;
5. On the date We elect to discontinue this plan or type of coverage;
6. On the date We elect to discontinue all coverage in Your state; or
7. On the date an Insured Person is no longer a permanent resident of the United States.

Premium will only be refunded for any full months paid beyond the termination date.

### **Covered Dependents**

Your Covered Dependent's coverage will terminate under this Policy on:

1. The date Your coverage terminates;
2. At the end of the month following the date such dependent ceases to be an Eligible Dependent;
3. At the end of the month following the date of Our receipt of Your request of termination; or
4. On the date the Covered Dependent:
  - a. performs an act or practice that constitutes fraud; or
  - b. has made an intentional misrepresentation of material fact, relating in any way to the coverage provided under the Policy, including claims for benefits under the Policy.

Premium will only be refunded for any full months paid beyond the termination date.

The attainment of the Limiting Age for an Eligible Dependent will not cause coverage to terminate while that person is and continues to be both:

1. Incapable of self-sustaining employment by reason of mental retardation or physical handicap; and
2. Chiefly Dependent on You for support and maintenance. For the purpose of this provision "Chiefly Dependent" means the Eligible Dependent receives the majority of his or her financial support from You.

We will require that You provide proof that the dependent is in fact a disabled and dependent person. In the absence of such proof We may terminate the coverage of such person after the attainment of the Limiting Age.

## **Reinstatement**

If coverage under this Policy terminates due to non-payment of premium, We require an application for reinstatement. The reinstatement will not become effective unless We approved such application. We will advise You of the effective date of reinstatement by giving You written notice of the date, by issuing You an amended Policy or by issuing You a new Policy. In any case, the reinstated coverage provides benefits only for an Accidental Injury occurring after the effective date of reinstatement.

## **BENEFITS**

Benefits are payable under this Policy for Accidental Injuries that First Occur and result in a Hospital Confinement within [45 days] of such Accidental Injury and while an Insured Person's coverage is in force under this Policy. Unless otherwise stated herein, all benefits are subject to:

1. The SCHEDULE OF BENEFITS shown in the POLICY SCHEDULE;
2. The EXCLUSIONS AND LIMITATIONS; and
3. All other provisions of the Policy.

### **ACCIDENTAL INJURY BENEFIT**

When an Insured Person is Hospital Confined within [45] days due to the First Occurrence of an Accidental Injury, We will pay the Accidental Injury Benefit Amount in accordance with the SCHEDULE OF BENEFITS shown in the POLICY SCHEDULE. Once the Maximum Accidental Injury Benefit Amount is exhausted for each Insured Person, no further benefits will be available for that Insured Person for the remainder of that Year (except as shown under the Common Accident Provision below). The AMOUNT OF BENEFIT payable per Hospital Confinement will be based on the date of the Accidental Injury that resulted in such Confinement.

### **COMMON ACCIDENTAL INJURY BENEFIT**

If two or more Insured Persons covered under this Policy are injured in the same Accidental Injury ("Common Accident"), and would qualify for a Common Accidental Injury Benefit Amount shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS, We will pay such amount in addition to any available Accidental Injury Benefit Amounts for such Insured Persons involved in the Common Accident. In the event any or all Insured Persons involved in the Common Accident have exhausted their available Accidental Injury Benefit Amounts, only the Common Accidental Injury Benefit Amount will be paid for such Insured Persons. **Only one Common Accidental Injury Benefit Amount will be payable under this Policy per Year**, regardless of how many Common Accidents occur, or which Insured Persons are/are not involved in a Common Accident within that Year.

## **EXCLUSIONS AND LIMITATIONS**

**We will not provide any benefits for loss caused by, resulting from or in connection with:**

1. Sickness;
2. Pregnancy and childbirth, including routine or normal newborn child care;
3. Any Sickness, disease, or other medical condition not the direct result of an Accidental Injury occurring while the Insured Person's coverage is in force;
4. Accidental Injuries that do not First Occur while this Policy is in force for the Insured Person;
5. Accidental Injuries that do not result in Hospital Confinement;
6. Any act of war, declared or undeclared;
7. Active military duty in the service of any country;
8. Participation in a riot, civil commotion or insurrection;
9. Suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
10. Mental or Nervous Disorders;
11. Cosmetic surgery;
12. Operating any motorized passenger vehicle for wage, compensation or profit;
13. Drug abuse or addiction including alcoholism, or overdose of drugs, narcotics, or hallucinogens, directly or indirectly;
14. An overdose of drugs, being intoxicated or under the influence of intoxicants, hallucinogens, narcotics or other drugs, directly or indirectly;

15. Directly or indirectly engaging in an illegal occupation or illegal activity or Your being incarcerated;
16. Committing or trying to commit a felony;
17. Mountaineering using ropes and/or other equipment, parachuting, hang gliding, officiating or coaching, racing any type of vehicle in an organized or unorganized event, sky diving, scuba diving below 50 feet, motorized racing, para-sailing, experimental aviation, ultra-light flying, base jumping, bungee jumping, heli-skiing or heli-snowboarding;
18. Travel in or descent from any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a commercial airline (other than a charter airline) certified by the U.S. Federal Aviation Administration (FAA), on a regularly scheduled passenger trip; and

## **GENERAL PROVISIONS**

### **Entire Contract**

The Entire Contract consists of:

1. This Policy;
2. Any applications for the proposed insured individuals; and
3. Any endorsements, amendments or riders attached.

All statements made by You will, in the absence of fraud, be deemed representations and not warranties.

Only Our President, a Vice President or Secretary has the power on Our behalf to execute or amend the Policy. No other person will have the authority to bind Us in any manner. No agent may accept risks, alter or amend coverage or waive any provisions of the Policy. Any change in the Policy will be made by amendment signed by Us. Changes made in the Policy that are mandated by state or Federal law will not require the consent of any Insured Person.

### **Notice of Claim**

Written notice of claim must be given to Us within 60 days after an Accidental Injury, or as soon as reasonably possible. Written notice of claim given by or on behalf of the Insured Person to Us with information sufficient to identify such person will be considered notice to Us.

### **Claim Forms**

When We receive the notice of claim, We will send the Insured Person forms for filing proof of loss. If these forms are not furnished within 15 days, the Insured Person will meet the proof of loss requirements by giving Us a written statement of the nature and extent of the loss within the time limit stated in the next provision.

### **Proof of Loss**

Written proof of loss must be furnished to Us at Our administrative office in North Richland Hills, Texas or any location as designated and communicated by Us, within 90 days after the date of the loss for which claim is made. Failure to furnish written proof of loss within that time will neither invalidate nor reduce any claim if it is shown that it was not reasonably possible to furnish written proof of loss within that time; provided such proof is furnished as soon as reasonably possible and in no event, in the absence of legal incapacity, later than one Year from the time proof is otherwise required.

### **Time of Payment of Claims**

Indemnities payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid upon receipt of proper written proof of loss. Subject to proper written proof of loss, all accrued indemnities for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid upon receipt of proper written proof.

## **Payment of Claims**

Indemnity for loss of life will be payable in accordance with the Beneficiary designation and the provisions respecting such payment which may be prescribed herein and effective at the time of payment. If no such designation or provision is then effective, the indemnity shall be payable to the estate of the Insured Person. Any other accrued indemnities unpaid at the Insured Person's death may, at Our option, be paid either to the Beneficiary or to the estate. All other indemnities will be payable to the Insured Person.

## **Age Misstatement**

If Your age has been misstated, Our records will be changed to show the correct age. The benefits provided will not be affected if You continue to be eligible for coverage at the correct age. However, premium adjustments, including collection of any premium due to Us because of past underpayments, will be made so that We receive the premiums due at the correct age payable on the premium due date following Our notification of an age correction.

## **Physical Examinations and Autopsy**

We will, at Our own expense, have the right and opportunity to examine the Insured Person whose Accidental Injury is the basis of a claim when and as often as We may reasonably require during the pendency of a claim and to make an autopsy in case of death, unless prohibited by law.

## **Legal Action**

No action at law or in equity will be brought to recover on the Policy prior to the expiration of 60 days after proof of loss has been filed as required by the Policy; nor may any action be brought after expiration of 3 years after the time written proof of loss is required to be furnished.

## **Incontestability**

After 2 years from the Insured Person's Effective Date of Coverage, no misstatements, except fraudulent misstatements, made in the application will be used to void the coverage, or deny a claim unless the loss was incurred during the first 2 years following such Insured Person's Effective Date of Coverage.

## **Conformity**

Any provision of this Policy which, on the Effective Date of Coverage, is in conflict with the statutes of the state in which You reside on such date, is hereby amended to conform to the minimum requirements of such statutes.

## **Subrogation**

You agree that We shall be subrogated to Your right to damages, to the extent of the benefits provided by the Policy, for injury that a third party is liable for or causes. You agree to repay Us first out of any monies You obtain regardless of the amount that You recover. In the event that We retain Our own attorney to represent Our subrogation interest, We will not be responsible for paying a portion of Your attorney fees or costs.

You assign to Us Your claim against a liable party to the extent of Our payments, and shall not prejudice Our subrogation rights. Entering into a settlement or compromise arrangement with a third party without Our prior written consent shall be deemed to prejudice Our rights. You shall promptly advise Us in writing whenever a claim against another party is made and shall further provide to Us such additional information as is reasonably requested by Us. You agree to fully cooperate in protecting Our rights against a third party.

**Right of Reimbursement**

You may receive benefits under this Policy, and may also recover losses from another source, including uninsured, underinsured, no-fault or personal injury protection coverages. The recovery may be in the form of a settlement, judgment, or other payment.

You must reimburse Us from these recoveries in an amount up to the benefits paid by Us under this Policy. You agree to repay Us first out of any monies You obtain regardless of the amount that You recover. We have an automatic lien on any recovery.

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 TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
 Product Name: CH-26118-IP (01/10)  
 Project Name/Number: Direct Benefit Series/

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Flesch Certification	Approved-Closed	05/03/2010
<b>Bypass Reason:</b>	not applicable - informational filing		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application	Approved-Closed	05/03/2010
<b>Bypass Reason:</b>	not applicable - informational filing		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Health - Actuarial Justification	Approved-Closed	05/03/2010
<b>Bypass Reason:</b>	not applicable - informational filing		
<b>Comments:</b>			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Outline of Coverage	Approved-Closed	05/03/2010
<b>Comments:</b>	Please refer to revised outline of coverage.		
<b>Attachment:</b>	CH-26118 _0110_-IP OC.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

## ACCIDENTAL INJURY ONLY INSURANCE POLICY OUTLINE OF COVERAGE FOR POLICY FORM: CH-26118-IP (01/10) AR

- 1. READ YOUR POLICY CAREFULLY** – This outline of coverage provides a very brief description of the important features of Your Policy. This is not the insurance contract and only the actual Policy provisions will control. The Policy itself sets forth, in detail, the rights and obligations of both You and Us. It is, therefore, important that You **READ YOUR POLICY CAREFULLY!**
- 2. ACCIDENTAL INJURY ONLY INSURANCE POLICY** - Accidental Injury Only coverage is designed to provide You or Your Covered Dependents with coverage for Accidental Injuries that First Occur and result in a Hospital Confinement within [45 days] of such Accidental Injury. **The Policy does NOT provide benefits from loss of Sickness.**
- 3. SCHEDULE OF BENEFITS –**

### BENEFIT

### AMOUNT OF BENEFIT

**MAXIMUM ACCIDENTAL INJURY BENEFIT  
AMOUNT (Per Insured Person, per Year):**

\$5,000][ \$10,000][ \$15,000][ \$20,000][ \$25,000]

### **ACCIDENTAL INJURY BENEFIT PAYABLE FOR:**

14 days or more of Hospital Confinement with or without Surgery:

[100]% of the Accidental Injury Benefit Amount

7 to 13 days of Hospital Confinement with or without Surgery:

[60]% of the Accidental Injury Benefit Amount; or

3 to 6 days of Hospital Confinement with or without Surgery:

[30]% of the Accidental Injury Benefit Amount; or

1 to 2 days of Hospital Confinement with Surgery:

[15]% of the Accidental Injury Benefit Amount; or

1 to 2 days of Hospital Confinement without Surgery:

[No benefit payable]

**COMMON ACCIDENTAL INJURY BENEFIT  
PAYABLE WHEN 2 OR MORE INSURED PERSONS  
ARE INJURED IN THE SAME ACCIDENTAL INJURY  
AND AT LEAST 2 OF WHOM MEET ANY OF THE  
CRITERIA BELOW:**

**Criteria One:** Hospital Confined for 3 or more days:

[50%] of the Accidental Injury Benefit Amount  
(Limited to one Common Accidental Injury Benefit Amount under the Policy per Year)

**or**

**Criteria Two:** Hospital Confined for 2 or more days with Surgery:

[50%] of the Accidental Injury Benefit Amount  
(Limited to one Common Accidental Injury Benefit Amount under the Policy per Year)

4. **BENEFITS:** Benefits are payable under the Policy for Accidental Injuries that First Occur and result in a Hospital Confinement within [45 days] of such Accidental Injury and while an Insured Person's coverage is in force under the Policy. Unless otherwise stated herein, all benefits are subject to the SCHEDULE OF BENEFITS shown in the POLICY SCHEDULE, the Exclusions and Limitations, and all other provisions of the Policy.
- **Accidental Injury Benefit** - When an Insured Person is Hospital Confined within [45] days due to the First Occurrence of an Accidental Injury, We will pay the Accidental Injury Benefit Amount in accordance with the SCHEDULE OF BENEFITS shown in the POLICY SCHEDULE. Once the Maximum Accidental Injury Benefit Amount is exhausted for each Insured Person, no further benefits will be available for that Insured Person for the remainder of that Year (except as shown under the Common Accident Provision below). The AMOUNT OF BENEFIT payable per Hospital Confinement will be based on the date of the Accidental Injury that resulted in such Confinement.
  - **Common Accidental Injury Benefit** - If two or more Insured Persons covered under the Policy are injured in the same Accidental Injury ("Common Accident"), and would qualify for a Common Accidental Injury Benefit Amount shown in the POLICY SCHEDULE – SCHEDULE OF BENEFITS, We will pay such amount in addition to any available Accidental Injury Benefit Amounts for such Insured Persons involved in the Common Accident. In the event any or all Insured Persons involved in the Common Accident have exhausted their available Accidental Injury Benefit Amounts, only the Common Accidental Injury Benefit Amount will be paid for such Insured Persons. **Only one Common Accidental Injury Benefit Amount will be payable under the Policy per Year**, regardless of how many Common Accidents occur, or which Insured Persons are/are not involved in a Common Accident within that Year.
5. **EXCLUSIONS AND LIMITATIONS:** We will not provide any benefits for loss caused by, resulting from or in connection with:
1. Sickness;
  2. Pregnancy and childbirth, including routine or normal newborn child care;
  3. Any Sickness, disease, or other medical condition not the direct result of an Accidental Injury occurring while the Insured Person's coverage is in force;
  4. Accidental Injuries that do not First Occur while the Policy is in force for the Insured Person;
  5. Accidental Injuries that do not result in Hospital Confinement;
  6. Any act of war, declared or undeclared;
  7. Active military duty in the service of any country;
  8. Participation in a riot, civil commotion or insurrection;
  9. Suicide, attempted suicide, or any intentionally self-inflicted injury, while sane or insane;
  10. Mental or Nervous Disorders;
  11. Cosmetic surgery;
  12. Operating any motorized passenger vehicle for wage, compensation or profit;
  13. Drug abuse or addiction including alcoholism, or overdose of drugs, narcotics, or hallucinogens, directly or indirectly;
  14. An overdose of drugs, being intoxicated or under the influence of intoxicants, hallucinogens, narcotics or other drugs, directly or indirectly;
  15. Directly or indirectly engaging in an illegal occupation or illegal activity or Your being incarcerated;
  16. Committing or trying to commit a felony;
  17. Mountaineering using ropes and/or other equipment, parachuting, hang gliding, officiating or coaching, racing any type of vehicle in an organized or unorganized event, sky diving, scuba diving below 50 feet, motorized racing, para-sailing, experimental aviation, ultra-light flying, base jumping, bungee jumping, heli-skiing or heli-snowboarding;
  18. Travel in or descent from any vehicle or device for aerial navigation, except as a fare paying passenger in an aircraft operated by a commercial airline (other than a charter airline) certified by the U.S. Federal Aviation Administration (FAA), on a regularly scheduled passenger trip; and
6. **RENEWAL CONDITIONS.** The Policy is guaranteed renewable to age 65, subject to the Company's right to discontinue or terminate the coverage as provided in the TERMINATION OF COVERAGE section of the Policy. The Company reserves the right to change the applicable table of premium rates on a Class Basis. [The premium for the Policy may change in amount by reason of a change in occupation.]
7. **PREMIUMS.** We reserve the right to change the table of premiums, on a Class Basis, becoming due under the Policy at any time and from time to time; provided, We have given You written notice of a least 31 days prior to the effective date of the new rates. Such change will be on a Class Basis. [The premium for the Policy may change in amount by reason of a change in occupation.]

