

SERFF Tracking Number: PLIS-126666085 State: Arkansas
Filing Company: Starr Indemnity & Liability Company State Tracking Number: 45950
Company Tracking Number: AH-40017-AR
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only
Product Name: AME Rider
Project Name/Number: /

Filing at a Glance

Company: Starr Indemnity & Liability Company

Product Name: AME Rider

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only

Filing Type: Form

SERFF Tr Num: PLIS-126666085

SERFF Status: Closed-Approved-Closed

Co Tr Num: AH-40017-AR

Author: John Plisky

Date Submitted: 06/15/2010

State: Arkansas

State Tr Num: 45950

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 06/21/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

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: 06/21/2010

Deemer Date:

Submitted By: John Plisky

Filing Description:

Please see attached cover letter

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: AR-specific and exempt in TX.

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Association

Explanation for Other Group Market Type:

State Status Changed: 06/21/2010

Created By: John Plisky

Corresponding Filing Tracking Number:

Company and Contact

Filing Contact Information

John Plisky, Consultant

Plisky Plisky & Co. LLC

617 Union Ave., Bldg. 1-2

j.plisky@verizon.net

732-223-0770 [Phone]

732-223-1776 [FAX]

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 Brielle, NJ 08730

Filing Company Information

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

| | | |
|-------------------------------------|-------------------------|--------------------------|
| Starr Indemnity & Liability Company | CoCode: 38318 | State of Domicile: Texas |
| Administrative Office: | Group Code: | Company Type: |
| 399 Park Avenue, 8th Floor | Group Name: | State ID Number: |
| New York, NY 10022 | FEIN Number: 75-1670124 | |
| (646) 227-6342 ext. [Phone] | | |

Filing Fees

| | |
|------------------|--------------------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | No |
| Fee Explanation: | form filing = \$50 |
| Per Company: | No |

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|-------------------------------------|---------|----------------|---------------|
| Starr Indemnity & Liability Company | \$50.00 | 06/15/2010 | 37217744 |

SERFF Tracking Number: *PLIS-126666085* State: *Arkansas*
Filing Company: *Starr Indemnity & Liability Company* State Tracking Number: *45950*
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TOI: *H02G Group Health - Accident Only* Sub-TOI: *H02G.000 Health - Accident Only*
Product Name: *AME Rider*
Project Name/Number: */*

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|-------------------|-------------------|-----------------------|
| Approved-Closed | Rosalind Minor | 06/21/2010 | 06/21/2010 |

SERFF Tracking Number: *PLIS-126666085* *State:* *Arkansas*
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Project Name/Number: */*

Disposition

Disposition Date: 06/21/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *PLIS-126666085* State: *Arkansas*
 Filing Company: *Starr Indemnity & Liability Company* State Tracking Number: *45950*
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 TOI: *H02G Group Health - Accident Only* Sub-TOI: *H02G.000 Health - Accident Only*
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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 | cover letter | Approved-Closed | Yes |
| Supporting Document | explanation of variables | Approved-Closed | Yes |
| Supporting Document | authorization | Approved-Closed | Yes |
| Form | Accident-Only Medical Expense Benefit Rider | Approved-Closed | Yes |

SERFF Tracking Number: *PLIS-126666085* State: *Arkansas*
 Filing Company: *Starr Indemnity & Liability Company* State Tracking Number: *45950*
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Form Schedule

Lead Form Number: AH-40017-AR

| Schedule Item | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|-----------------------------------|-----------------|--|---|---------|----------------------|-------------|---------------------------------|
| Approved- Closed 06/21/2010 | AH-40017- AR | Policy/Cont ract/Fratern al | Accident-Only Medical Expense Benefit Rider | Initial | | 52.200 | AH-40017-AR AME Rider.pdf |
| | | Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | | | | | |



Starr Indemnity & Liability Company

Dallas, Texas

Administrative Office: [399 Park Avenue, 8th Floor, New York, NY 10022]

ACCIDENT-ONLY MEDICAL EXPENSE BENEFIT RIDER

| | |
|---------------------------------------|---------------------|
| POLICYHOLDER: | [Policyholder Name] |
| GROUP POLICY NUMBER: | [1234567890] |
| GROUP POLICY EFFECTIVE DATE: | [MM/DD/YY] |
| GROUP POLICY ANNIVERSARY DATE: | [MM/DD/YY] |
| STATE OF ISSUE: | Arkansas |
| EFFECTIVE DATE OF THIS RIDER: | [MM/DD/YY] |

This Accident-Only Medical Expense Benefit Rider is a part of the Policy and Certificate to which it is attached. It is issued in consideration of the application and the continued payment of the required premium.

RIDER SCHEDULE OF BENEFITS

| | |
|-------------------------|--|
| Benefit Maximum: | [\$5,000 - \$10,000] |
| Deductible: | [\$100 - \$500] |
| Coinurance Rate: | [80%-100%] of Covered Expenses |
| Maximum Benefit Period: | [52-104] weeks from the date of the Covered Accident |

ACCIDENT-ONLY MEDICAL EXPENSE BENEFIT

BENEFIT PAYMENTS ARE PAYABLE AT THE APPLICABLE CO-INSURANCE RATE AND ARE SUBJECT TO THE DEDUCTIBLE, BENEFIT MAXIMUM AND MAXIMUM BENEFIT PERIOD STATED ON THE RIDER SCHEDULE OF BENEFITS ABOVE.

We will pay Accident-Only Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident.

Accident-Only Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person receives; and
3. when the first charges are incurred within [90, 180, 365] days after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

The following outpatient services will be covered provided they would be covered if performed on an inpatient basis: laboratory and pathological tests, including machine tests, ordered by the attending Physician when necessary to and rendered in conjunction with the medical or surgical diagnosis or treatment of a Covered Accident.

[Coordination of Benefits:

If a Covered Person is eligible for benefits under this Policy and any other plan, We will pay benefits as explained in this provision.

“Plan” means a group insurance plan or health service corporation group membership plan or any

other group benefit plan providing medical or dental care benefits or services. These group coverages include: a) group or blanket insurance coverage, or any other group type contract or provision; b) service plan contracts, group practice and other pre-payment group coverage; c) any coverage under labor-management trustee plans, union welfare plans, employer and employee plans; and coverage under any government program, including Medicare, and any coverage required or provided by law. A primary plan pays benefits first. A secondary plan pays a reduced amount of benefits that when added to the benefits paid by the primary plan will not be more than the Allowable Expenses.

“Allowable Expenses” means any necessary, reasonable and customary item of expense, a part of which is covered by at least one of the Plans covering the Covered Person. During any Policy Year or benefit period, the sum of the benefits that are payable by Us and those benefits that are payable from another Plan may not be more than the Allowable Expenses. During any Policy Year or benefit period, We may reduce the amount We pay so that this reduced amount plus the amount payable by the other Plans will not be more than the Allowable Expenses.

Allowable Expenses under the other Plan include benefits that would have been payable if a claim had been made. However, if: 1) the other Plan contains a section that provides for determining its benefits after Our benefits have been determined; and 2) the order of benefit determination stated in this Policy would require Us to determine benefits before the other Plan, then the benefits of such other Plan will be ignored in determining the benefits We will pay.

This Policy determines its order of benefits using the first of the following rules that applies:

1. If the other Plan does not have a Coordination of Benefits, that Plan pays first.
2. The benefits of the Plan that covers the person as an employee, member or subscriber are determined before those of the Plan that covers the person as a Dependent.
3. If this Policy and another Plan cover the same child as a Dependent of different parents who are not divorced or separated or divorced:
 - A. the benefits of the Plan of the parent whose birthday falls earlier in the year (without regard to the year of birth) are paid before the benefits of the Plan of the parent whose birthday falls later in the year;
 - B. if both parents have the same birthday, the benefits of the Plan that covered the parent longer pays benefits before the benefits of the Plan that covered the other parent for a shorter time. However, if the Plans do not agree on the order of benefits, the rule of the other Plan will determine the order of benefits.
4. If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits will be determined in this order:
 - A. first, the Plan of the parent with custody of the child;
 - B. then, the Plan of the spouse of the parent with custody of the child; and
 - C. finally, the Plan of the parent not having custody of the child.
5. If none of the above rules determines the order of benefits, the benefits of the Plan that covered an employee, member or subscriber longer are determined before those of the Plan that covered that person for the shorter time.

In order to determine how this provision should apply, We may without further consent or notice release to, or obtain from, any other insurance company or organization, any necessary information. Any person claiming benefits under the Policy shall give Us the information We need to implement this provision. We will give the Covered Person notice of this exchange of claim and benefit information when the claim is filed. Whenever payments are made by another Plan that should have been paid under this Policy, We shall pay any amount required to satisfy Our share of the benefits paid. Any amounts paid in this way will be considered benefits paid under this Policy. Any payment made in good faith will end Our liability to the extent of the payment.

If We pay benefits for Allowable Expenses that exceed Our obligation under this provision, We may recover the excess payment. We may recover these excess payments from any person, for whom benefits were paid, or to any person or organization to which benefits were paid, or from any other insurer, service plan or other organization.]

Definitions:

In addition to the Definitions contained in the Policy and Certificate, the following Definitions apply to this Rider:

“Covered Accident” means an unexpected event that occurs while coverage is in force for a Covered Person and results in a loss or Injury covered by the Policy for which benefits are payable.

“Covered Expenses” means expenses actually incurred by or on behalf of a Covered Person for medical treatment, services and supplies covered by the Policy. Coverage under the Policyholder’s Policy must remain continuously in force from the date of the Covered Accident until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.

“Covered Person” means an Insured [and Dependent] for whom the required premium is paid.

“Medically Necessary” means a treatment, service or supply that is: 1) required to treat an Injury as prescribed or ordered by a Physician or furnished by a Hospital; 2) performed in the least costly setting required by the Covered Person’s condition; and 3) consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered. A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may consider the cost of the alternative to be the Covered Expense.

“Usual and Customary Charge” means the average amount charged by comparable providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

Benefits are subject to all terms and conditions of the Policy. This Rider does not waive, alter or extend any provisions or limitations of the Policy except to the extent shown above.

This Rider takes effect and ends concurrently with the Policy and Certificate to which it is attached.

Signed for the Company:



[Richard N. Shaak], President



[Honora M. Keane], General Counsel

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Supporting Document Schedules

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Satisfied - Item: Flesch Certification | Approved-Closed | 06/21/2010 |
| Comments: Flesch readability certification attached. | | |

Other items were included in previously approved Policy/Certificate. Please see cover letter for approval details.

Attachment:
readability.pdf

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Bypassed - Item: Application | Approved-Closed | 06/21/2010 |
| Bypass Reason: Master Application AH-40003-AR approved 2/12/09. Please see cover letter for approval details. | | |
| Comments: | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Satisfied - Item: cover letter | Approved-Closed | 06/21/2010 |
| Comments: | | |
| Attachment: cover letter.pdf | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Satisfied - Item: explanation of variables | Approved-Closed | 06/21/2010 |
| Comments: | | |
| Attachment: explanation of variables.pdf | | |

| | Item Status: | Status |
|--|---------------------|---------------|
|--|---------------------|---------------|

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Project Name/Number: /

Satisfied - Item: authorization Approved-Closed **Date:** 06/21/2010
Comments:
Attachment:
SILC authorization 11-13-09.pdf

Starr Indemnity & Liability Company
Policy Form AH-40017-AR et al.

READABILITY CERTIFICATION

The above captioned policy form has been Flesch scored. The following items were deleted before the scoring was done:

- (1) the name and address of the insurer;
- (2) the name, number and title of the policy;
- (3) the table of contents;
- (4) captions and subcaptions;
- (5) specification pages, schedules and tables; and
- (6) words that are defined in the policy forms.

The Flesch score attained was 52.2 and therefore exceeds the minimum Readability score.

A handwritten signature in black ink, appearing to read "J. M. Plisky". The signature is written in a cursive, flowing style with a long, sweeping underline.

John M. Plisky
Consultant

June 15, 2010

June 15, 2010

Arkansas Insurance Department
Life and Health Division
1200 West Third Street
Little Rock, AR 72201-1904

Re: Starr Indemnity & Liability Company
 NAIC#: 38318 FEIN: 75-1670124
 H02G Group Health – Accident Only
 Policy Form AH-40017-AR

Dear Commissioner:

New Submission. This new Accident-Only Medical Expense Benefit Rider is to be used with previously approved accident-only policy forms AH-40001 et al. that were approved as SERFF Tracking Number PLIS-126027253 on February 12, 2009 by Rosalind Minor.

This rider is new and does not replace any of the Company's forms currently on file with your office. Marketing will be through licensed agents and brokers to the following group policyholders: employers, professional trade organizations, labor unions, or other bona fide associations existing for at least two years and formed for purposes other than insurance.

Variable Material. Variable material is shown in brackets. An *Explanation of Variable Material* has been included which explains how material in brackets is to be utilized.

Flesch Test. A *Readability Certification* is attached indicating that these forms meet your state's minimum requirements.

Filing Authority. This filing is being made by Plisky Plisky & Co. LLC on behalf of the Company. A letter of filing authorization is attached.

Sincerely,



John M. Plisky
Consultant

Starr Indemnity & Liability Company
Policy Form AH-40017-AR et al.

EXPLANATION OF VARIABLE MATERIAL

This is a supplement to the submission and provides an explanation as to the use of variable material. Variable material is signified by brackets throughout the rider and allows it to be tailored to the actual plan selected by the policyholder.

The following are self-explanatory: Policyholder; Group Policy Number; Group Policy Effective date; Group Policy Anniversary Date; Effective Date of This Rider.

The actual range of numerical items to be used are those shown within the variable brackets.

The Coordination of Benefits provision will be included as shown or omitted entirely. If omitted, benefits will be paid as primary without regard to any other coverage the insured person may have.



Starr Indemnity & Liability Company

399 Park Avenue, 8th Floor,
New York, NY 10022

November 13, 2009

NAIC Company Code: 38318

Re: See Attached Forms Listing

Please accept this letter as authorization from Starr Indemnity & Liability Company (the "Company") for John M. Plisky and John C. Plisky, FSA of Plisky Plisky & Co. LLC of Brielle, New Jersey to file any or all policy forms and rate filings as referenced on the attached form listing on behalf of the Company.

Sincerely,

A handwritten signature in blue ink that reads "Honora M. Keane". The signature is written in a cursive style and is positioned above a horizontal line.

Honora M. Keane
General Counsel