

SERFF Tracking Number: ASWX-G126800329 State: Arkansas
 Filing Company: Time Insurance Company State Tracking Number: 46746
 Company Tracking Number: AR01281FI00068
 TOI: H16I Individual Health - Major Medical Sub-TOI: H16I.005C Individual - Other
 Product Name: Time Insurance Health Care Reform Filings
 Project Name/Number: Time Insurance Health Care Reform Filings/AR01281FI00068

Filing at a Glance

Company: Time Insurance Company

Product Name: Time Insurance Health Care Reform Filings

TOI: H16I Individual Health - Major Medical

Sub-TOI: H16I.005C Individual - Other

Filing Type: Form

SERFF Tr Num: ASWX-G126800329

SERFF Status: Closed-Approved-Closed

Co Tr Num: AR01281FI00068

Author: SPI
 AssurantHealthandEmployeeBenef

Date Submitted: 09/09/2010

State: Arkansas

State Tr Num: 46746

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Disposition Date: 09/21/2010

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: 09/23/2010

State Filing Description:

General Information

Project Name: Time Insurance Health Care Reform Filings

Project Number: AR01281FI00068

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/21/2010

Deemer Date:

Submitted By: SPI AssurantHealthandEmployeeBenef

PPACA: Grandfathered Immed Mkt Reforms, Non-Grandfathered Immed Mkt Reforms

Filing Description:

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 09/21/2010

Created By: SPI

AssurantHealthandEmployeeBenef

Corresponding Filing Tracking Number:

Re: Time Insurance Company (NAIC #: 69477; FEIN: 39-0658730)

PPACA Individual Market Grandfathered Plan Endorsement Rider B434.XX

PPACA Individual Market Non-Grandfathered Plan Endorsement Rider B426.XX

SERFF Filing No.: ASWX-G126800329

SERFF Tracking Number: ASWX-G126800329 State: Arkansas
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Dear Sir/Madam:

The above-referenced forms are submitted for your review and approval. These forms are new and do not replace any form currently on file with your department.

These forms are being filed on a general-use basis due to the passage of the Patient Protection and Affordable Health Care Act (PPACA). No other product changes have been made via this rider. Form B434.XX will be used for existing Grandfathered plans in the individual market. Form B426.XX will be used with plans effective 3/24/2010 (non-grandfathered plans) or later in the individual market. Form B426.XX and B434.XX contain variability driven by the need to print values that govern the benefit adjudication process without completely restructuring previously approved form language. In addition to printing on the endorsement rider, the approved benefit level changes may also be incorporated into forms when issued, as stated in the rider's Filer's Notes.

These forms are subject only to minor modifications in paper size, stock, layout, format, company logo and printing specifications of the document upon issue. Please see the enclosed Statement of Variability for additional information on form adaptability.

Current rates will be used; however, we reserve the right to change them in the future.

Thank you in advance for your time and attention to this filing. Should you have any questions, or require additional information, please contact me at any of the numbers listed below.

Company and Contact

Filing Contact Information

Christine Fleming, Senior Contract Compliance christine.fleming@assurant.com

Analyst

501 W. Michigan St. 414-299-1306 [Phone] 1306 [Ext]

Milwaukee, WI 53203 414-299-6168 [FAX]

Filing Company Information

Time Insurance Company

CoCode: 69477

State of Domicile: Wisconsin

501 W. Michigan St.

Group Code: 19

Company Type:

Milwaukee, WI 53203

Group Name:

State ID Number:

(800) 800-1212 ext. [Phone]

FEIN Number: 39-0658730

Filing Fees

SERFF Tracking Number: ASWX-G126800329 *State:* Arkansas
Filing Company: Time Insurance Company *State Tracking Number:* 46746
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TOI: H16I Individual Health - Major Medical *Sub-TOI:* H16I.005C Individual - Other
Product Name: Time Insurance Health Care Reform Filings
Project Name/Number: Time Insurance Health Care Reform Filings/AR01281FI00068

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Time Insurance Company	\$50.00	09/09/2010	39374607
Time Insurance Company	\$50.00	09/09/2010	39385611

SERFF Tracking Number: ASWX-G126800329 State: Arkansas
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Product Name: Time Insurance Health Care Reform Filings
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/21/2010	09/21/2010

SERFF Tracking Number: ASWX-G126800329 State: Arkansas
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Disposition

Disposition Date: 09/21/2010

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	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Cover Letter, Variability Statement	Approved-Closed	Yes
Form	NGF PPACA Endorsement Rider	Approved-Closed	Yes
Form	GF PPACA Endorsement Rider	Approved-Closed	Yes

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Form Schedule

Lead Form Number: B426.XX

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 09/21/2010	B426.XX	Other	NGF PPACA Endorsement Rider	Initial		41.440	B426_XX IM PPACA TIC True Non-Grandfathered Endorsement. PDF
Approved-Closed 09/21/2010	B434.XX	Other	GF PPACA Endorsement Rider	Initial		41.440	B434_XX IM PPACA TIC True Grandfathered Endorsement. PDF

PPACA ENDORSEMENT RIDER

Due to the passage of the Patient Protection and Affordable Health Care Act (PPACA), also known as health care reform legislation, Your plan will now include certain PPACA provisions not reflected in Your plan contract. Notwithstanding anything in the Policy to the contrary, the following provisions apply to the terms of the Policy to which this rider is attached. In addition, the standards identified below are minimum standards and any coverage in excess of the standards identified below that is required by applicable state law or according to the Policy terms that existed prior to the Endorsement Date of this rider remains in effect.

As used in this rider, "You" and "Your" means the Policyholder of the Policy to which this rider is attached.

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

"Emergency medical condition" means a medical condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in 1) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; 2) serious impairment of bodily functions; or 3) serious dysfunction of any bodily organ or part.

"Emergency services" means, with respect to an emergency medical condition: transportation services (such as ambulance services) and covered inpatient and outpatient hospital services furnished by a provider qualified to furnish those services that are needed to evaluate or stabilize an emergency medical condition.

"Stabilize" means, with respect to an emergency medical condition: to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility (or, with respect to a pregnant woman, to deliver, including the placenta).

"Essential health benefits" means benefits consistent with those set forth in PPACA in the following categories: ambulatory patient services, hospitalization, emergency services, maternity and newborn care, mental health and substance use disorder services (including behavioral health treatment), prescription drugs, rehabilitative and habilitative services and devices, laboratory services, Preventive Benefits and chronic disease management and pediatric services, including oral and vision care.

1. Lifetime Maximum Benefit Amounts:

Maximum lifetime benefit limits referenced pertain only to those health care services and supplies that are not essential health benefits. [The plan's lifetime limit and the maximum lifetime limit for [Temporomandibular Joint (TMJ) Dysfunction and Craniomandibular Joint (CMJ) Dysfunction][.] [and] [Sterilization] [and] [Transplants] services no longer apply.] [If your Policy references an overall lifetime benefit maximum limitation, that lifetime maximum dollar amount is amended and restated as [NO MAX][NO MAXIMUM].]

2. Rescission of Coverage:

Your coverage cannot be rescinded except when You have performed an act or practice that constitutes fraud or intentional misrepresentation of material fact.

3. Dependent Eligibility:

If Your plan allows the addition of Dependents, a Dependent child is eligible for coverage up to attainment of 26 years of age, regardless of marital or student status, financial dependency, or residency requirements. If Your Policy allows for Dependent eligibility for enrollees age 26 and older, such provisions remain in effect subject to the plan terms and conditions for such eligibility.

This plan does not provide coverage for any spouse or child(ren) of an eligible Dependent child, except if required by state law.

4. Calendar Year Maximum Benefit Amounts:

Any calendar year maximum benefit dollar limits referenced pertain only to those health care services and supplies that are not essential health benefits. [If your Policy references a calendar year maximum benefit dollar limit for an essential health benefit, that calendar year maximum benefit dollar limit is amended and restated as [NO MAX][NO MAXIMUM][insert dollar amount here as defined by HHS as reasonable limit].]

5. Pre-Existing Condition Limitations Waived for Covered Children:

Any pre-existing conditions limitation does not apply to covered persons under 19 years of age.

6. Preventive Benefits:

The PPACA specifies coverage requirements for preventive benefits. Cost-sharing requirements, such as Your responsibility for paying deductibles, coinsurance and co-payments, will not be required for these preventive benefits [when You use a [Participating Provider][network provider]]. Such coverage includes preventive benefits for the following:

- (a) evidence-based items or services that have, in effect, a rating of 'A' or 'B' in the current recommendations of the United States Preventive Services Task Force, and with respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration;
- (b) immunizations that have, in effect, a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention; and

- (c) with respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.

[Benefits for such preventive services will be provided for policy years that begin on or after the date that is one year after the date the recommendation or guideline is issued.]

[If You use a [Non-Participating Provider][non-network provider] for these benefits,] You will still be responsible for any amount that exceeds the Maximum Allowable Amount or Covered Charge as defined in Your plan.

7. Right to Appeal:

You may appeal any coverage or claim determination made by Us to deny, reduce, or terminate the provision or payment for health care services under Your plan. When we have made an adverse claim determination based on a judgment as to Medical Necessity, appropriateness, health care setting, level of care, or effectiveness of the health care service, You have the right to have Our decision reviewed by an independent review organization external to Us. A request for an external independent review must be submitted within 4 months from the date You received notice of the adverse determination through Our internal appeal process. Except when a covered person's life or health would be seriously jeopardized, You must first exhaust Our internal appeal process before we will grant Your request for an external independent review. Appeals must be submitted in accordance with Our appeal policy and required timeframes, as set forth in Your plan documents.

8. Primary Care Providers:

Primary care providers include pediatricians, obstetricians and gynecologists.

9. Emergency Services:

Covered emergency services will be provided without the requirement for prior authorization[, without regard to whether the provider is a [Participating Provider][network provider], and without imposing upon services provided out-of-network any requirement or limitation on coverage more restrictive than [Participating Provider][in-network] requirements or limitations].

[Any copayment amount or coinsurance rate for emergency services provided out-of-network cannot exceed the [Participating Provider][in-network] copayment amount and coinsurance rate.]

Other applicable plan provisions still apply to Emergency Services, including but not limited to those relating to cost-sharing, exclusions, coordination of benefits, [Maximum Allowable Amount limitations][and][reasonable and customary charge reductions] and affiliation or waiting periods.

[10. The following changes are made to maximum benefit limitations that may appear on Your Benefit [Summary] [Schedule] regarding Essential Health Benefits. {FILER'S NOTE: These changes may be incorporated directly into the output of the Insured's previously approved form at time of printing.}

[a. The Calendar Year Maximum Benefit is amended and restated as:

[Calendar Year Maximum Benefit for each Insured

NO MAX]]

[b. The Maximum Lifetime Benefit is amended and restated as:

[MAXIMUM LIFETIME BENEFIT for each Covered Person	NO MAX]
[Lifetime Maximum Benefit for each Insured	NO MAX]]

[c. The Outpatient Services maximum benefit limitation is amended and restated as:
[[NO MAX][No] Maximum Benefit per Calendar Year for each Insured]]

[d. The [Outpatient Physical Medicine Services][Physical, Speech and Occupational Therapy] maximum benefit limitation is amended and restated as:

[Benefits are limited to an Outpatient Physical Medicine Services Maximum Calendar Year Benefit of NO MAX per Covered Person]
[\$50 maximum per visit, limited to NO MAX visits per Calendar Year.]

[Outpatient physical speech and occupational therapy services are limited to [NO MAX] visits each calendar year, with a maximum payment of \$50]]

[e. The Rehabilitation Services maximum benefit limitation is amended and restated as:
[[NO MAX][No] maximum per day, limited to 50 Inpatient days per Calendar Year.]]

[f. The Temporomandibular Joint (TMJ) [or][and] Craniomandibular Joint (CMJ) Dysfunction Services maximum benefit limitation is amended and restated as:

[Benefits for surgical and nonsurgical treatment are limited to a Maximum Lifetime Benefit of NO MAX [per Covered Person]]]

[g. The Maximum Transplant Benefit limitation is amended and restated as:

	[Designated Transplant Provider Benefits	[Participating Provider Benefits	[[Non-Participating][Non-Designated Transplant] Provider Benefits
[Maximum Transplant Benefit]	[Lifetime Maximum Benefit] [[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person] [No Maximum Benefit per Covered Person]]	[Lifetime Maximum Benefit] [[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person][No Maximum Benefit per Covered Person]]	[Lifetime Maximum Benefit] [[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person][No Maximum Benefit per Covered Person]]

[h. The Sterilization maximum benefit limitation is amended and restated as:

[Benefits for Sterilization Services are limited to a Maximum Lifetime Benefit of NO MAX per Covered Person.]

[Sterilization is payable up to a maximum lifetime benefit of NO MAX after you have been continuously insured under this plan for 365 days.]]

[i. The [Preventive Medicine Services][Wellness services] maximum benefit limitation is amended and restated as:

[Benefit for Preventive Medicine Services are limited to a Maximum Calendar Year Benefit of NO MAX per Covered Person.]

[The maximum benefit payable for each calendar year is [\$] NO MAX.]]

[j. The [Preventive Medicine Services][Wellness services] Benefit Waiting Period is amended and restated as:

[Preventive Medicine Services Benefit Waiting Period is 0 months.]

[Benefits are payable after You have been continuously insured under this plan for 0 months.]]

[k. The Behavioral Health and Substance Abuse maximum benefit limitation is amended and restated as:

Benefits for Inpatient treatment in a state licensed Acute Behavioral Health Inpatient Facility or Behavioral Health Rehabilitation and Outpatient treatment by a Health Care Practitioner or a state licensed Intensive Outpatient Behavioral Health Program or Partial Hospital and Day Treatment Behavioral Health Facility or Program are limited to a combined Maximum Benefit of NO MAX each Calendar Year per Covered Person]

[l. The Prescription Drug Calendar Year Maximum Benefit is amended and restated as: Prescription Drug Calendar Year Maximum Benefit for each Insured NO MAX]]

Nothing in this rider will be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy, other than as stated above.

This rider is effective on the Effective Date of the Policy to which it is attached[, or the Endorsement Date if later].

[Endorsement Date: [xx/xx/xxxx]]

[insert signature]
Secretary

[insert signature]
President

PPACA ENDORSEMENT RIDER

Due to the passage of the Patient Protection and Affordable Health Care Act (PPACA), also known as health care reform legislation, Your plan will now include certain PPACA provisions not reflected in Your plan contract. Notwithstanding anything in the Policy to the contrary, the following provisions apply to the terms of the Policy to which this rider is attached. In addition, the standards identified below are minimum standards and any coverage in excess of the standards identified below that is required by applicable state law or according to the Policy terms that existed prior to the Endorsement Date of this rider remains in effect.

As used in this rider, "You" and "Your" means the Policyholder of the Policy to which this rider is attached.

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

"Essential health benefits" means benefits consistent with those set forth in PPACA in the following categories: ambulatory patient services, hospitalization, emergency services, maternity and newborn care, mental health and substance use disorder services (including behavioral health treatment), prescription drugs, rehabilitative and habilitative services and devices, laboratory services, Preventive Benefits and chronic disease management and pediatric services, including oral and vision care.

1. Lifetime Maximum Benefit Amounts:

Maximum lifetime benefit limits referenced pertain only to those health care services and supplies that are not essential health benefits. [The plan's lifetime limit and the maximum lifetime limit for [Temporomandibular Joint (TMJ) Dysfunction and Craniomandibular Joint (CMJ) Dysfunction][,] [and] [Sterilization] [and] [Transplants] services no longer apply.] [If your Policy references an overall lifetime benefit maximum limitation, that lifetime maximum dollar amount is amended and restated as [NO MAX][NO MAXIMUM].]

2. Rescission of Coverage:

Your coverage cannot be rescinded except when You have performed an act or practice that constitutes fraud or intentional misrepresentation of material fact.

3. Dependent Eligibility:

If Your plan allows the addition of Dependents, a Dependent child is eligible for coverage up to attainment of 26 years of age, regardless of marital or student status, financial dependency, or residency requirements. If Your Policy allows for Dependent eligibility for enrollees age 26 and older, such provisions remain in effect subject to the plan terms and conditions for such eligibility.

This plan does not provide coverage for any spouse or child(ren) of an eligible Dependent child, except if required by state law.

4. The following changes are made to maximum benefit limitations that may appear on Your Benefit [Summary] [Schedule] regarding essential health benefits. {FILER'S NOTE: These changes may be incorporated directly into the output of the Insured's previously approved form at time of printing.}

a. The Maximum Lifetime Benefit is amended and restated as:

[MAXIMUM LIFETIME BENEFIT] for each Covered Person	NO MAX]
[Lifetime Maximum Benefit for each Insured	NO MAX]]

b. The Temporomandibular Joint (TMJ) or Craniomandibular Joint (CMJ) Dysfunction Services maximum benefit limitation is amended and restated as:

[Benefits for surgical and nonsurgical treatment are limited to a Maximum Lifetime Benefit of NO MAX per Covered Person]
[Benefits for surgical and nonsurgical treatment are limited to a maximum lifetime benefit of NO MAX.]]

c. The Maximum Transplant Benefit limitation is amended and restated as:

	[Designated Transplant Provider Benefits	[Participating Provider Benefits	[[Non-Participating][Non-Designated Transplant] Provider Benefits
[Maximum Transplant Benefit]	[Lifetime Maximum Benefit] [[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person] [No Maximum Benefit per Covered Person]]	[Lifetime Maximum Benefit] [[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person][No Maximum Benefit per Covered Person]	[Lifetime Maximum Benefit] [[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person][No Maximum Benefit per Covered Person]]

d. The Sterilization maximum benefit limitation is amended and restated as:

[Benefits for Sterilization Services are limited to a Maximum Lifetime Benefit of NO MAX per Covered Person.]
[Sterilization is payable up to a maximum lifetime benefit of NO MAX after you have been continuously insured under this plan for 365 days.]]

Nothing in this rider will be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the Policy, other than as stated above.

This rider is effective on the Effective Date of the Policy to which it is attached[, or the Endorsement Date if later].

[Endorsement Date: [xx/xx/xxxx]]

[insert signature]
Secretary

[insert signature]
President

SERFF Tracking Number: ASWX-G126800329 State: Arkansas
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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR - READABILITY CERTIFICATION.PDF	Approved-Closed	09/21/2010

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: n/a Comments:	Approved-Closed	09/21/2010

	Item Status:	Status Date:
Bypassed - Item: Health - Actuarial Justification Bypass Reason: n/a Comments:	Approved-Closed	09/21/2010

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage Bypass Reason: n/a Comments:	Approved-Closed	09/21/2010

	Item Status:	Status Date:
Satisfied - Item: PPACA Uniform Compliance Summary Comments: Attachment: AR - PPACA UNIFORM COMPL SUMMARY.PDF	Approved-Closed	09/21/2010

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	Item Status:	Status
Satisfied - Item: Cover Letter, Variability Statement	Approved-Closed	Date: 09/21/2010
Comments:		
Attachments:		
IM PPACA TIC True Cover Letter.PDF		
IM PPACA TIC True Variability Statement v_ 8-13-2010.PDF		

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Time Insurance Company

This is to certify that the form(s) 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
B426.XX	41.44
B434.XX	41.44

Signed: _____



Name: Julia M. Hix

Title: VP Regulatory Compliance & AH Compliance Officer

Date: _____

PPACA Uniform Compliance Summary

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

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

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

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

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

Check box if this is a paper filing.

COMPANY INFORMATION

Company Name	NAIC Number	SERFF Tracking Number(s) *if applicable	Form Number(s) of Policy being endorsed	Rate Impact
Time Insurance Company	0019-69477	ASWX-G126800329	100,553,675,757	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PPACA Uniform Compliance Summary

SECTION A – Individual Health Benefit Plans

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
H16I	Eliminate Pre-existing Condition Exclusions for Enrollees Under Age 19	<i>[Sections 2704 and 1255 of the PHSA/Section 1201 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 2			
H16I	Eliminate Annual Dollar Limits on Essential Benefits Except allows for “restricted” annual dollar limits for essential benefits for plan years prior to January 1, 2014.	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 2			
H16I	Eliminate Lifetime Dollar Limits on Essential Benefits	<i>[Section 2711 of the PHSA/Section 1001 of the PPACA]</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 2 and B434.XX page 1			
H16I	Prohibit Rescissions – Except for fraud or intentional misrepresentation of material fact.	<i>[Section 2712 of the PHSA/Section 1001 of PPACA]</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 2 and B434.XX page 1			

PPACA Uniform Compliance Summary

SECTION A – Individual Health Benefit Plans

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
H16I	Preventive Services – Requires coverage and prohibits the imposition of cost-sharing for specified preventative services.	<i>[Section 2713 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 2			
H16I	Extends Dependent Coverage for Children Until age 26 – If a policy offers dependent coverage, it must include dependent coverage until age 26.	<i>[Section 2714 of the PHSA/Section 1001 of the PPACA]</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 2 and B434.XX page 1			
H16I	Appeals Process – Requires establishment of an internal claims appeal process and external review process.	<i>[Section 2719 of the PHSA/Section 1001 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 3			
H16I	Emergency Services – Requires plans that cover emergency services to provide such coverage without the need for prior authorization, regardless of the participating status of the provider, and at the in-network cost-sharing level.	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 3			

PPACA Uniform Compliance Summary

SECTION A – Individual Health Benefit Plans

TOI	Category	Statute Section	Grandfathered	Non-Grandfathered
H16I	Access to Pediatricians – Mandates that if designation of a PCP for a child is required, the person be permitted to designate a physician who specialized in pediatrics as the child’s PCP if the provider is in-network.	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 3			
H16I	Access to OB/GYNs – Prohibits authorization or referral requirements for obstetrical or gynecological care provided by in-network providers who specialize in obstetrics or gynecology.	<i>[Section 2719A of the PHSA/Section 10101 of the PPACA]</i>	N/A	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no , please explain.
	Explanation:			
	Page Number: B426.XX page 3			

PPACA Uniform Compliance Summary

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

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

PPACA Uniform Compliance Summary

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

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

- For plan years beginning before January 1, 2010, grandfathered group plans are not required to extend coverage to a child until the age of 26 if such child is eligible to enroll in another employee-sponsored plan

PPACA Uniform Compliance Summary

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

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



ASSURANT
Health

501 West Michigan
P.O. Box 3050
Milwaukee, WI 53201-3050
T 800.800.1212

September 9, 2010

www.assurant.com

Arkansas Department of Insurance
1200 W Third Street
Little Rock, AR 72201

Re: **Time Insurance Company (NAIC #: 69477; FEIN: 39-0658730)**

PPACA Individual Market Grandfathered Plan Endorsement Rider B434.XX

PPACA Individual Market Non-Grandfathered Plan Endorsement Rider B426.XX

SERFF Filing No.: ASWX-G126800329

Dear Sir/Madam:

The above-referenced forms are submitted for your review and approval. These forms are new and do not replace any form currently on file with your department.

These forms are being filed on a general-use basis due to the passage of the Patient Protection and Affordable Health Care Act (PPACA). No other product changes have been made via this rider. Form B434.XX will be used for existing Grandfathered plans in the individual market. Form B426.XX will be used with plans effective 3/24/2010 (non-grandfathered plans) or later in the individual market. Form B426.XX and B434.XX contain variability driven by the need to print values that govern the benefit adjudication process without completely restructuring previously approved form language. In addition to printing on the endorsement rider, the approved benefit level changes may also be incorporated into forms when issued, as stated in the rider's Filer's Notes.

These forms are subject only to minor modifications in paper size, stock, layout, format, company logo and printing specifications of the document upon issue. Please see the enclosed Statement of Variability for additional information on form adaptability.

Current rates will be used; however, we reserve the right to change them in the future.

Thank you in advance for your time and attention to this filing. Should you have any questions, or require additional information, please contact me at any of the numbers listed below.

Best Regards,

A handwritten signature in black ink that reads "Christine R. Fleming". The signature is written in a cursive style with a large, stylized "C" and "F".

Senior Contract Compliance Analyst

Legal Department

christine.fleming@assurant.com

T 414.299.1306 or 800.800.1212 ext. 1306

F 414.299.6168



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STATEMENT OF VARIABILITY

The variable and adaptable items in the form(s) have been bracketed to provide items which customarily vary according to the insured's specific plan of insurance, helping to alleviate any ambiguity on the part of the customers as to what is covered and how it is covered.

Since these Riders are filed for general use, the variability and terminology has been designed to accommodate use with various forms by incorporating variable terms.

We also reserve the right to amend the form(s) to correct any minor clerical or typographical errors we may have overlooked prior to approval, and to revise any phraseology to clarify the intent within the confines of the law.

B434.XX (Grandfathered Endorsement) Detailed Explanation of Variability

- Time Insurance Company
[501 West Michigan St.
Milwaukee, WI 53203]

Explanation: Time Insurance Company's current address will print.

- **1. Lifetime Maximum Benefit Amounts:**
[The plan's lifetime limit and the maximum lifetime limit for [Temporomandibular Joint (TMJ) Dysfunction and Craniomandibular Joint (CMJ) Dysfunction][,] [and] [Sterilization] [and] [Transplants] services no longer apply.]

Explanation: This sentence prints on plans with a maximum lifetime benefit for any of the services listed. The variable services included print based on plan.

- **1. Lifetime Maximum Benefit Amounts:**
[If your Policy references an overall lifetime benefit maximum limitation, that lifetime maximum dollar amount is amended and restated as [NO MAX][NO MAXIMUM].]

Explanation: This language may be used with plans to illustrate removal of additional lifetime maximums. "NO MAX" or "NO MAXIMUM" prints based on the plan document.

These changes may be incorporated directly into the output of the Insured's previously

approved form at time of printing.

- [4. The following changes are made to maximum benefit limitations that may appear on Your Benefit [Summary] [Schedule] regarding essential health benefits.

Please note that the FILER'S NOTE will not print in the final version issued to insureds.

Explanation: This language may be used with plans with any of the maximum benefit limitations or waiting period listed below. Either "Summary" or "Schedule" will print depending upon the plan document.

- [a. The Maximum Lifetime Benefit is amended and restated as:

[MAXIMUM LIFETIME BENEFIT for each Covered Person	NO MAX]
[Lifetime Maximum Benefit for each Insured	NO MAX]]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. Either statement will print depending upon the plan document.

- [b. The Temporomandibular Joint (TMJ) or Craniomandibular Joint (CMJ) Dysfunction Services maximum benefit limitation is amended and restated as:

[Benefits for surgical and nonsurgical treatment are limited to a Maximum Lifetime Benefit of NO MAX per Covered Person]
[Benefits for surgical and nonsurgical treatment are limited to a maximum lifetime benefit of NO MAX.]]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. Either statement will print depending upon the plan document.

- [c. The Maximum Transplant Benefit limitation is amended and restated as:

	[Designated Transplant Provider Benefits	[Participating Provider Benefits	[[Non- Participating]][Non- Designated Transplant] Provider Benefits
--	--	-------------------------------------	---

[Maximum Transplant Benefit]	[Lifetime Maximum Benefit] [[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person] [No Maximum Benefit per Covered Person]]	[Lifetime Maximum Benefit] [[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person][No Maximum Benefit per Covered Person]	[Lifetime Maximum Benefit] [[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person][No Maximum Benefit per Covered Person]]
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Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. The text within the cells will print depending upon the plan document.

- [d. The Sterilization maximum benefit limitation is amended and restated as:

[Benefits for Sterilization Services are limited to a Maximum Lifetime Benefit of NO MAX per Covered Person.]

[Sterilization is payable up to a maximum lifetime benefit of NO MAX after you have been continuously insured under this plan for 365 days.]]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. Either statement will print depending upon the plan document.

- This rider is effective on the Effective Date of the Policy to which it is attached[, or the Endorsement Date if later].

[Endorsement Date: [xx/xx/xxxx]]

Explanation: The variable phrases prints on transitional plans as the PPACA requirements will be effective 1/1/2011, not the plan's Effective Date

- [insert signature]
Secretary

Explanation: The current Secretary's signature will print.

- [insert signature]
President

Explanation: The current President's signature will print.

B426.XX (Non-Grandfathered Endorsement) Detailed Explanation of Variability

- Time Insurance Company
[501 West Michigan St.
Milwaukee, WI 53203]

Explanation: Time Insurance Company's current address will print.

- **1. Lifetime Maximum Benefit Amounts:**
[The plan's lifetime limit and the maximum lifetime limit for [Temporomandibular Joint (TMJ) Dysfunction and Craniomandibular Joint (CMJ) Dysfunction][,] [and] [Sterilization] [and] [Transplants] services no longer apply.]

Explanation: This sentence prints on plans with a maximum lifetime benefit for any of the services listed. The variable services included print based on plan.

- **1. Lifetime Maximum Benefit Amounts:**
[If your Policy references an overall lifetime benefit maximum limitation, that lifetime maximum dollar amount is amended and restated as [NO MAX][NO MAXIMUM].]

Explanation: This language may be used with plans to illustrate removal of additional lifetime maximums. "NO MAX" or "NO MAXIMUM" prints based on the plan document.

These changes may be incorporated directly into the output of the Insured's previously approved form at time of printing.

- **4. Calendar Year Maximum Benefit Amounts:**
[If your Policy references a calendar year maximum benefit dollar limit for an essential health benefit, that calendar year maximum benefit dollar limit is amended and restated as [NO MAX][NO MAXIMUM][insert dollar amount here as defined by HHS as reasonable limit].]

Explanation: This language may be used with plans to illustrate removal of additional calendar year maximum. "NO MAX" or "NO MAXIMUM" or a dollar amount as defined by HHS as reasonable limit prints based on the plan document.

These changes may be incorporated directly into the output of the Insured's previously approved form at time of printing.

- **6. Preventive Benefits:**

The PPACA specifies coverage requirements for preventive benefits. Cost-sharing requirements, such as Your responsibility for paying deductibles, coinsurance and co-payments, will not be required for these preventive benefits [when You use a [Participating Provider][network provider]].

[If You use a [Non-Participating Provider][non-network provider] for these benefits,] You will still be responsible for any amount that exceeds the Maximum Allowable Amount or Covered Charge as defined in Your plan.

Explanation: The variable phrases may print on plans with a PPO/network when in-network preventive services are covered differently than out-of-network coverage. "Participating Provider" and "Non-Participating Provider" prints on PPO plans that use the defined term Participating Provider. "Network provider" and "non-network provider" prints on all other network plans.

- **6. Preventive Benefits:**

[Benefits for such preventive services will be provided for policy years that begin on or after the date that is one year after the date the recommendation or guideline is issued.]

Explanation: The variable phrases may print on plans which require the recommendation be in effect for a year before it is covered.

- **9. Emergency Services:**

Covered emergency services will be provided without the requirement for prior authorization[, without regard to whether the provider is a [Participating Provider][network provider], and without imposing upon services provided out-of-network any requirement or limitation on coverage more restrictive than [Participating Provider][in-network] requirements or limitations].

[Any copayment amount or coinsurance rate for emergency services provided out-of-network cannot exceed the [Participating Provider][in-network] copayment amount and coinsurance rate.]

Explanation: The variable phrases are designed for use with plans with a PPO/network. "Participating Provider" prints on PPO plans that use the defined term Participating Provider. "Network provider" and "in-network" prints on all other network plans.

- **9. Emergency Services:**

Other applicable plan provisions still apply to Emergency Services, including but not limited to those relating to cost-sharing, exclusions, coordination of benefits, [Maximum Allowable Amount limitations][and][reasonable and customary charge reductions] and affiliation or waiting periods.

Explanation: The variable text prints on plans that use maximum allowable amount and/or UCR reductions.

- **[10.** The following changes are made to maximum benefit limitations that may appear on Your Benefit [Summary] [Schedule] regarding Essential Health Benefits.]

Explanation: This language may be used with plans with any of the maximum benefit limitations or waiting period listed below. Either “Summary” or “Schedule” will print depending upon the plan document.

Please note that the FILER’S NOTE text will not print in the final version issued to insureds.

- [a. The Calendar Year Maximum Benefit is amended and restated as:
[Calendar Year Maximum Benefit for each Insured NO MAX]]

Explanation: This language may be used with plans to illustrate removal of the calendar year maximum. Either statement will print depending upon the plan document.

- [b. The Maximum Lifetime Benefit is amended and restated as:

[MAXIMUM LIFETIME BENEFIT for each Covered Person	NO MAX]
--	---------

[Lifetime Maximum Benefit for each Insured NO MAX]]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. Either statement will print depending upon the plan document.

- [c. The Outpatient Services maximum benefit limitation is amended and restated as:
[[NO MAX][No] Maximum Benefit per Calendar Year for each Insured]]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. Either “NO MAX” or “No” will print depending upon the plan document.

- [d. The [Outpatient Physical Medicine Services][Physical, Speech and Occupational Therapy] maximum benefit limitation is amended and restated as:

[Benefits are limited to an Outpatient Physical Medicine Services Maximum Calendar Year Benefit of NO MAX per Covered Person]

[\$50 maximum per visit, limited to NO MAX visits per Calendar Year.]

[Outpatient physical speech and occupational therapy services are limited to [NO MAX] visits each calendar year, with a maximum payment of \$50]]

Explanation: This language may be used with plans to illustrate removal of the calendar year maximum. "Outpatient Physical Medicine Services" or "Physical, Speech and Occupational Therapy" will print depending on the plan document. Either the table text or the two statements below it will print depending upon the plan document.

- [e. The Rehabilitation Services maximum benefit limitation is amended and restated as: [[NO MAX][No] maximum per day, limited to 50 Inpatient days per Calendar Year.]]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. Either "NO MAX" or "No" will print depending upon the plan document.

- [f. The Temporomandibular Joint (TMJ) or Craniomandibular Joint (CMJ) Dysfunction Services maximum benefit limitation is amended and restated as:

[Benefits for surgical and nonsurgical treatment are limited to a Maximum Lifetime Benefit of NO MAX [per Covered Person]]]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. "per Covered Person" prints depending on the plan document.

- [g. The Maximum Transplant Benefit limitation is amended and restated as:

	[Designated Transplant Provider Benefits]	[Participating Provider Benefits]	[[Non-Participating][Non-Designated Transplant] Provider Benefits]
[Maximum Transplant Benefit]	[Lifetime Maximum Benefit]	[Lifetime Maximum Benefit] [[\$100,000-	[Lifetime Maximum Benefit]

	[[[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person] [No Maximum Benefit per Covered Person]]	1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person][No Maximum Benefit per Covered Person]	[[[\$100,000-1,000,000] [Benefit Period][Calendar Year] Maximum] [per Covered Person][No Maximum Benefit per Covered Person]]]
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Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. The text within the cells will print depending upon the plan document.

- [h. The Sterilization maximum benefit limitation is amended and restated as:

[Benefits for Sterilization Services are limited to a Maximum Lifetime Benefit of NO MAX per Covered Person.]

[Sterilization is payable up to a maximum lifetime benefit of NO MAX after you have been continuously insured under this plan for 365 days.]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. Either statement will print depending upon the plan document.

- [i. The [Preventive Medicine Services][Wellness services] maximum benefit limitation is amended and restated as:

[Benefit for Preventive Medicine Services are limited to a Maximum Calendar Year Benefit of NO MAX per Covered Person.]

[The maximum benefit payable for each calendar year is [\$] NO MAX.]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum. Either "Preventive Medicine Services" or "Wellness services" will print depending upon the plan document. Either statement will print depending upon the plan document.

- [j. The [Preventive Medicine Services][Wellness services] Benefit Waiting Period is amended and restated as:

[Preventive Medicine Services Benefit Waiting Period is 0 months.]
--

[Benefits are payable after You have been continuously insured under this plan for 0 months.]]

Explanation: This language may be used with plans to illustrate removal of the waiting period. Either "Preventive Medicine Services" or "Wellness services" will print depending upon the plan document. Either statement will print depending upon the plan document.

- [k. The Behavioral Health and Substance Abuse maximum benefit limitation is amended and restated as:

Benefits for Inpatient treatment in a state licensed Acute Behavioral Health Inpatient Facility or Behavioral Health Rehabilitation and Outpatient treatment by a Health Care Practitioner or a state licensed Intensive Outpatient Behavioral Health Program or Partial Hospital and Day Treatment Behavioral Health Facility or Program are limited to a combined Maximum Benefit of NO MAX each Calendar Year per Covered Person]

Explanation: This language may be used with plans to illustrate removal of the lifetime maximum.

- [l. The Prescription Drug Calendar Year Maximum Benefit is amended and restated as: Prescription Drug Calendar Year Maximum Benefit for each Insured NO MAX]]

Explanation: This language may be used with plans to illustrate removal of the calendar year maximum.

- This rider is effective on the Effective Date of the Policy to which it is attached[, or the Endorsement Date if later].

[Endorsement Date: [xx/xx/xxxx]]

Explanation: The variable phrases prints on transitional plans as the PPACA requirements will be effective 1/1/2011, not the plan's Effective Date

- [insert signature]
Secretary

Explanation: The current Secretary's signature will print.

- [insert signature]
President

Explanation: The current President's signature will print.