

SERFF Tracking Number: FIVE-126966446 State: Arkansas  
Filing Company: 5 Star Life Insurance Company State Tracking Number: 47620  
Company Tracking Number: CSP1210  
TOI: L04I Individual Life - Term Sub-TOI: L04I.003 Single Life - Single Premium  
Product Name: Individual Single Premium Term Life  
Project Name/Number: Juvenile Life Insurance/CSP1210

## Filing at a Glance

Company: 5 Star Life Insurance Company

Product Name: Individual Single Premium Term SERFF Tr Num: FIVE-126966446 State: Arkansas

Life

TOI: L04I Individual Life - Term SERFF Status: Closed-Approved- State Tr Num: 47620  
Closed

Sub-TOI: L04I.003 Single Life - Single Premium Co Tr Num: CSP1210 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Mildred Hunt, Carol Disposition Date: 01/14/2011

Devine, Despina Kelessidou

Date Submitted: 12/30/2010 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Juvenile Life Insurance

Status of Filing in Domicile: Pending

Project Number: CSP1210

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/14/2011

State Status Changed: 01/14/2011

Deemer Date:

Created By: Carol Devine

Submitted By: Despina Kelessidou

Corresponding Filing Tracking Number:

Filing Description:

ICC10-SPTKC-XIC-AR – Individual Single Premium Term Life Insurance Policy

ICC10 I-CSP App R1210 – Children's Single Premium Individual Term Life Insurance Application

## DESCRIPTION

These forms are new and do not replace any other forms previously approved by you.

The product is a single premium term life insurance policy intended for issuance to children 14 days to 18 years of age.

Upon approval for coverage and receipt of a single premium payment of \$150 for \$10,000 or \$225 for \$15,000 of life insurance, the policy will be issued. Coverage will remain in force up to age 25, at which time the insured will be eligible

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for a one-time guaranteed purchase option of an individual whole life insurance policy underwritten by 5 Star Life Insurance Company. The face value can be up to 5 times the original face value -- \$50,000 for the \$10,000 term life policy or \$75,000 for the \$15,000 term life policy.

This product will be marketed via direct-response solicitation and/or a licensed producer.

The application for coverage requires as Applicant the signature of an individual who has an insurable interest in the life of the minor, i.e., parent, step-parent, grandparent or legal guardian.

When the Insured attains age 21, ownership automatically reverts to the Insured.

This is not an illustrated product.

The Policy Specifications page, appropriately bracketed, is the only page considered variable. Enclosed please find a Statement of Variability, an Actuarial Memorandum. and a Readability Certification.

I trust this submission is found to be in order and look forward to receiving your favorable reply. Should you have any questions or if I may provide any additional information, please do not hesitate to contact me. Thank you for your consideration in this matter.

Sincerely,

Carol K. Devine, FLMI, AIRC, CCP

Contract Manager

5 Star Life Insurance Company

909 North Washington Street

Alexandria, VA 22314

Tel: 703-299-5788

800-776-2322 ext.2202

Email: cdevine@afba.com

## Company and Contact

### Filing Contact Information

Carol Devine, Contract Manager

909 North Washington Street

Alexandria, VA 22314

cdevine@afba.com

703-299-5788 [Phone]

703-244-0214 [FAX]

### Filing Company Information

5 Star Life Insurance Company

909 North Washington Street

Alexandria, VA 22314

(703) 706-5975 ext. [Phone]

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CoCode: 77879

Group Code: 77879

Group Name: NAIC

FEIN Number: 54-1829709

State of Domicile: Louisiana

Company Type: Life Insurance  
Company

State ID Number:

SERFF Tracking Number: FIVE-126966446 State: Arkansas  
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Company Tracking Number: CSP1210  
TOI: L041 Individual Life - Term Sub-TOI: L041.003 Single Life - Single Premium  
Product Name: Individual Single Premium Term Life  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? Yes  
Fee Explanation: \$100.00 per filing  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
5 Star Life Insurance Company	\$100.00	12/30/2010	43336211

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/14/2011	01/14/2011

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	01/12/2011	01/12/2011	Despina Kelessidou	01/12/2011	01/12/2011

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## Disposition

Disposition Date: 01/14/2011

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 (revised)	Flesch Certification		Yes
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Form	Individual Single Premium Term Life Insurance Policy		Yes
Form	Children's Single Premium Individual Term Life Insurance Application		Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/12/2011  
Submitted Date 01/12/2011  
Respond By Date 02/14/2011

Dear Carol Devine,

This will acknowledge receipt of the captioned filing.

### Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your issue procedures and assure us that you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/12/2011  
Submitted Date 01/12/2011

Dear Linda Bird,

### Comments:

This responds to your letter of objection dated 1/12/2011.

### Response 1

Comments: Attached please find the Certification of Compliance with Arkansas Rule & Regulation 19, the Guaranty Association Act Notice pursuant to Rule & Regulation 49 and the Consumer Information Notice per ACA 23-79-138 and Bulletin 11-88.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your issue procedures and assure us that you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment: Attached please find the Certification of Compliance with Arkansas Rule & Regulation 19, the Guaranty Association Act Notice pursuant to Rule & Regulation 49 and the Consumer Information Notice per ACA 23-79-138 and Bulletin 11-88.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.



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## Form Schedule

Lead Form Number: ICC10-SPTKC-XIC-AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ICC10-SPTKC-XIC-AR	Policy/Contract	Individual Single Premium Term Life Insurance Policy Certificate	Initial			ICC10-SPTKC-XIC-AR (Ed.12-10) incl PS.pdf
	ICC10 I-CSP App R1210	Application/Enrollment Form	Children's Single Premium Individual Term Life Insurance Application	Initial			ICC10 I-CSP App R1210 (Generic).pdf



(a Baton Rouge, Louisiana Company)

Administrative Office: 909 North Washington Street, Alexandria, VA 22314 • 800-776-2322 • www.afba.com

## INDIVIDUAL SINGLE PREMIUM TERM LIFE INSURANCE

This Policy is issued in consideration of the application and of the payment of the single premium as provided herein. A copy of the application is attached and is made a part of this Policy. All payments are subject to the terms of this Policy. We will pay the Coverage Amount in a lump sum to the Beneficiary if We receive due proof that the insured's death occurred while this Policy was in force and prior to the Expiry Date.

**Convertible** – May be converted to a permanent plan of life insurance issued by the Company prior to the Expiry Date.

### APPLICANT'S NOTICE OF RIGHT TO EXAMINE

**PLEASE READ THIS NOTICE CAREFULLY - This Policy is a legal contract between You, the Policy Owner, and 5 Star Life Insurance Company. You have the right to cancel this coverage. To cancel coverage, You must return this Policy to our administrative office or to Your agent within 30 days after this Policy is received. We will then refund any premium paid, this Policy will be deemed void from the beginning, and the parties shall be in the same position as if no Policy had been issued.**

Signed for 5 Star Life Insurance Company at its administrative office in Alexandria, Virginia on the Policy Effective Date.

*Secretary*

*President*

### Individual Single Premium Term Life Insurance to Age 25

#### If this Policy is In Full Force:

1. The Coverage Amount is payable at Insured's death prior to Expiry Date.
2. This Policy is non-participating and no dividends are payable.

## Table of Contents

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## **POLICY SPECIFICATIONS**

**Policy ID:** [ICC10-SPTKC]

**Effective Date:** [01/01/2011]

**Plan:** [SPTKC-10K or SPTKC-15K]

**Expiry Date:** [01/01/2036]

**Insured:** [John Doe, Jr.]

**Date of Birth:** [12/15/2009] **Issue Age:** [1]

**Coverage Amount:** [\$10,000 or \$15,000]

**Rating Class:** [\$150 or \$225]

**Owner and Beneficiary** - When the Insured is under age 21, the Owner is the Applicant and the Beneficiary is the party or parties so named in the application, unless later changed as provided in this Policy. When the Insured attains age 21, ownership automatically reverts to the Insured. The Applicant is the Insured's parent, step-parent, grandparent or legal guardian.

**Description of Insurance** - Individual single premium term life insurance to Expiry Date of age 25.

**Convertible** – If the Policy is still In Full Force at the Expiry Date of age 25, the Insured is eligible for a one-time guaranteed purchase option of a permanent plan of insurance issued by the Company for up to 5 times the original Coverage Amount.

## **TABLE OF RATES**

[If the Coverage Amount is \$10,000 the single premium is \$150.]

[If the Coverage Amount is \$15,000 the single premium is \$225.]

## DEFINITIONS

Age	On any given date, the age of the Insured on his or her last birthday.
Applicant	The Insured's parent, step-parent, grandparent or legal guardian.
Application	The application for this Policy attached to and made a part of this Policy.
Beneficiary	When the Insured is under age 21, the Beneficiary is the party or parties so named in the application, unless later changed as provided in this Policy.
Coverage Amount	The death benefit amount shown in the Policy Specifications.
Due Proof	Reasonable information as to the existence of a fact or condition.
Effective Date of Issue	The date shown in the Policy Specifications. The Suicide and Contestability provisions use this date.
Expiry Date	The date the Insured reaches age 25.
In Full Force	This Policy has not lapsed.
Insured	The person whose life is insured under this Policy as shown in the Policy Specifications.
Owner	When the Insured is under age 21, the Owner is the Applicant, unless otherwise changed as provided in the Policy. When the Insured attains age 21, ownership automatically reverts to the Insured.
Policy Anniversary	The same day and month as the Effective Date of Issue for each succeeding year this Policy remains In Full Force.
Policy Specifications	The pages of this Policy so titled which show Your benefits, premium and other information.
Policy Year	A one-year period of time starting on successive Policy anniversaries, with the first Policy year starting on the Effective Date of Issue.
We, Our, Ours, Us	5 Star Life Insurance Company.
Written notice	Unless otherwise stated, a written notice filed at our administrative office in Alexandria, Virginia.
You, Your, Yours	The party or parties named as Owner in the application unless later changed as provided in this Policy.

## **PROCEEDS**

*This section concerns the death benefit that is payable under this Policy*

The proceeds are subject to adjustment under the Suicide provision. The amount of proceeds as defined below is subject to all provisions of this Policy.

The proceeds payable on the death of the Insured are equal to the Coverage Amount.

If proceeds are not paid within a reasonable period of time after proof of the death of the Insured has been furnished to Us, We will pay interest upon the proceeds at the rate of eight percent (8%) per year. For the purpose of this section, a reasonable period of time shall be that period of time sufficient to complete an investigation of the cause of death and to process the necessary claims. In no case shall this period exceed thirty (30) days from the date proof of death of the Insured has been furnished to Us.

## **SETTLEMENT OPTIONS**

*All proceeds will be paid to the beneficiary(ies) in one lump sum.*

## **OWNER, BENEFICIARY**

*This section indicates who is entitled to the death benefit under this policy.*

When the Insured is under age 21, the Owner and the Beneficiary will be as designated in the application unless the Owner changes them by written notice. When the Insured attains age 21, ownership automatically reverts to the Insured and the Insured is the Owner.

The Owner shall have the sole and absolute power to exercise all rights and privileges without the consent of any other person unless the Owner provides otherwise by written notice.

If the Insured dies and there is no surviving Beneficiary, the Owner will be the Beneficiary; but if the Owner was the Insured, the Owner's estate will be the Beneficiary.

While the Insured is alive, the Owner may change the Owner and Beneficiary by written notice to us. The Owner can also designate a contingent Owner. No change will take effect unless We acknowledge receipt on the notice. If such acknowledgment occurs, then: (a) a change of Beneficiary will take effect on the date the notice is signed by the Owner; and (b) a change of Owner will take effect as of the date specified in the notice, or if no such date is specified, on the date the notice is signed. The change will take effect whether or not the Owner or the Insured is then alive. A change shall be subject to the rights of any assignee of record with us and subject to any payment made or other action taken by us before We acknowledged receipt.

## **PREMIUM PAYMENT**

*This section informs You of our rules regarding payment of premiums.*

A single premium is payable as shown in the Table of Rates on the Effective Date of Issue. Payment of premium shall be made to us at our administrative office.

## **CONVERSION PRIVILEGE**

*This section permits you to convert this Policy for a new 5 Star Life permanent plan of life insurance under certain conditions.*

If this Policy is In Full Force at the Expiry Date, the Insured may convert to an individual policy of permanent life insurance then issued by 5 Star Life, without evidence of insurability. The amount of that policy shall not be more than 5 times the amount of life insurance under this Policy.

The following shall apply with respect to issue of the permanent individual policy.

- (1) Written application and the first premium must be submitted to 5 Star Life within the Conversion Period. The Conversion Period is the 31-day period following the date the Insured's insurance coverage ends.
- (2) The policy will be issued in any of the forms of individual permanent life insurance then issued by 5 Star Life. The policy shall not have any disability or supplementary benefits.
- (3) Premium for the policy will be determined from the rates used by 5 Star Life at the date of issue of such policy. The rates will be based upon:
  - (A) The Insured's attained age on the effective date of the new permanent plan individual policy;
  - (B) the class of risk to which the Insured belongs at such date; and
  - (C) the form and amount of such Policy.
- (4) The incontestability and suicide provisions attributable to the coverage converted will run from the date of the original policy. If the new policy contains additional coverage for which evidence of insurability was given, new incontestability and suicide provisions may apply to that coverage.
- (5) 5 Star Life will not require evidence of insurability.
- (6) The minimum amount allowed for conversion is the amount of life insurance under this Policy.

## **EVIDENCE**

*This section authorizes us to obtain certain types of evidence under various circumstances upon the death of the insured.*

We will require Due Proof of:

- (a) the death of any person which will result in proceeds being paid, or rights being transferred, under this Policy; and
- (b) the age of the person on whose life a payment is based.

## **CLAIMS OF CREDITORS**

*This section advises You that creditors generally do not have access to the death benefit payable under this Policy.*

The proceeds under this Policy will be exempt from the claims of creditors to the extent permitted by law. Such proceeds and payments may not be assigned or withdrawn before becoming payable without our agreement.

## **ASSIGNMENT**

*This section authorizes You to transfer Your interest in this Policy to another party.*

Your interest in this Policy may be assigned without the consent of any revocable Beneficiary. Your interest, any interest of the Insured, and any interest of a revocable Beneficiary shall be subject to the terms of the assignment.

We will not be on notice of any assignment unless it is in writing; nor will We be on notice until the assignment has been filed at our administrative offices. We assume no responsibility for the validity or sufficiency of any assignment. Assignments, unless otherwise specified by the Owner, shall take effect on the date the notice of assignment is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of this notice.

## **CONTESTABILITY**

*This section authorizes us to dispute a claim for payment within a certain period of time.*

We rely on the statements made in the Application for this Policy. We also rely on statements made in any subsequent request for a change of this Policy. Such statements are deemed representations and not warranties. In addition to the other reasons permitted by law, We can contest the validity of this Policy or any reinstatement of this Policy, if:

- (a) any material misrepresentation of fact is made in the Application or subsequent request for a change to this Policy; and
- (b) a copy of that Application or subsequent request for a change is attached to this Policy when issued or delivered or is later made a part of this Policy.

We will not contest the validity of this Policy after it has been In Full Force, during the Insured's life, for 2 years from the Effective Date of Issue. With respect to any reinstatement of this Policy, We will not contest the validity of the change or reinstatement after this Policy has been in effect, during the Insured's life, for 2 years. However, We can always contest the validity of this Policy for the non-payment of any premium due.

## **MISSTATEMENT**

*This section addresses the effect of misstating Your age.*

If the age of the Insured has been misstated, We will adjust the benefits under the Policy to those that would be applicable at the correct age.

## **SUICIDE**

*This section addresses the effect of suicide on the benefits payable under this Policy.*

If the Insured commits suicide, while sane or insane, within 2 years from the Effective Date of Issue We will pay in place of all other benefits an amount equal to the premiums paid.

## **THE CONTRACT**

*This section describes what constitutes the entire contract.*

The written application for this Policy is attached at issue. The entire contract between the applicant and us consists of this Policy and such application. However, additional written requests and/or applications for policy changes may be submitted to us after issue and such requests and/or applications may become part of this Policy. All statements made in the request and/or application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the Insured to defend a claim under this Policy unless it is in the written request and/or application.

Policy years, Policy months, and Policy anniversaries are measured from the Effective Date of Issue.

Any reference in this Policy to a date means a calendar day ending at midnight local time at our administrative offices.

Changes in this Policy may be made by agreement between You and us. Only the Chairman of the Board or the President of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of this Policy, or to extend or to make an agreement for us.

### **Please note:**

Descriptions of each section of this Policy which appear immediately beside the title of each section and are set forth in boldface type have been inserted for convenience of reference only, and shall not be construed to affect the meaning, construction, or effect of the Policy terms.

Any reference in this Policy to a percentage interest rate shall mean such percentage on an annualized effective basis unless otherwise specified to the contrary.

Communications about this Policy may be sent to the Company at the address below:

Administrative Office  
909 North Washington Street,  
Alexandria, Virginia 22314.

**If this Policy is In Full Force:**

1. The Coverage Amount is payable at Insured's death prior to Expiry Date.
2. This Policy is non-participating and no dividends are payable.



**Beneficiary(ies)**

Unless you specify otherwise, payments will be shared equally by all primary beneficiaries who survive the Applicant, or if none, by all secondary beneficiaries who survive the Applicant. The right to change the beneficiary is reserved to the Owner unless otherwise stated. .



CSP 2 111

**Beneficiary:**

Primary	First Name	Last Name	SSN	Relationship	DOB
Secondary	First Name	Last Name	SSN	Relationship	DOB

**Other Insurance**

**Answer only if this is an agent or broker initiated sale:**

Does your child have any existing life insurance or annuity contracts?  Yes  No

If yes, and the child lives in AK, AL, AR, AZ, CO, IA, KS, KY, LA, MD, ME, MS, MT, NC, NE, NH, NJ, NM, OH, OR, RI, SC, TX, UT, VA, VT, WI or WV please complete and sign the Notice: Replacement of Life Insurance and Annuity. The Notice must be **presented** and **read** to you by your agent at the time he/she takes your application.

Will the coverage applied for replace any existing life insurance or annuities?  Yes  No

If yes, and the child does not live in the above listed states, please complete and sign the applicable state-specific Notice: Replacement of Life Insurance and Annuity.

**Statement of Health**

**Answer each question and initial in box to acknowledge you've read and, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, understood each question. Circle the specific condition and give full details to any "yes" answers on a separate 8.5x11 sheet of paper.**

Child's Height  Ft  In      Child's Weight    Lbs      Initial Here

- I. Is the child proposed for insurance currently taking prescribed medication, receiving medical attention, or advised by a medical physician that surgical treatment is required?.....  Yes  No
- II. Has the child been diagnosed or treated by a member of the medical profession for specified symptoms such as: heart trouble, elevated blood pressure, gynecological or genitourinary disorders, ulcers, cancer, diabetes, mental or nervous disorder or psychotherapeutic treatment, epilepsy, respiratory disorder, kidney or liver disorder (including hepatitis), enlarged lymph nodes or immune deficiency disorder, thyroid disorder, blood disorder, albumin, blood or sugar in urine, back trouble/disorder, arthritis, or unexplained weight loss?.....
- III. Has the child been diagnosed by a member of the medical profession or tested positive for Human Immunodeficiency Virus (AIDS virus) or Acquired Immune Deficiency Syndrome (AIDS)? .....
- IV. Has the child proposed for insurance received medical treatment or counseling for, or been advised by a physician to discontinue, the use of alcohol or prescribed or non-prescribed drugs?.....

**Conditions Relating to this Application**

**Agreement:** I represent that all statements and answers in this application are complete, true and correctly recorded **TO THE BEST OF MY KNOWLEDGE AND BELIEF**. I agree that: 1) upon approval of this application by 5Star Life Insurance Company, it, the policy and any riders or endorsements will constitute the entire insurance contract; 2) except as provided, **insurance applied for will not become effective until approved by 5Star Life Insurance Company and is subject to the child's health being as described in this application, and upon receipt of the full first premium in which case the coverage shall take effect as of the effective date as shown in the policy;** 3) if within 60 days of receipt of all required documentation this application is not approved, it will become void and all premiums paid will be refunded; I will be so notified. **Authorized:** I hereby authorize any licensed physician; medical practitioner; hospital; clinic; insurance company; employer; Medical Information Bureau; or Motor Vehicle Administration that may have records of his/her physical or mental health condition to give 5Star Life Insurance Company, its authorized representative, an its reinsurers any such information. I understand that this information will be used to determine the child's eligibility for insurance and that I may revoke this authorization and application at any time by providing written notice. A photocopy of this authorization shall be as valid as the original. This authorization shall be valid for 24 months from the date below. I acknowledge that I am, or my authorized representative is, entitled to receive a copy of this authorization.

**Signatures must be personal:**

Applicant \_\_\_\_\_ Date MM/DD/YYYY  
 (Parent, step-parent, grandparent, legal guardian)

Relationship to Insured \_\_\_\_\_

Payor \_\_\_\_\_ Date MM/DD/YYYY  
 (If different than Applicant.)

Owner \_\_\_\_\_ Date MM/DD/YYYY  
 (If different than Applicant.)

Signed at (City, State) \_\_\_\_\_

Agent Name \_\_\_\_\_

Agent Signature \_\_\_\_\_

Date MM/DD/YYYY

**Note:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

*SERFF Tracking Number:* FIVE-126966446      *State:* Arkansas  
*Filing Company:* 5 Star Life Insurance Company      *State Tracking Number:* 47620  
*Company Tracking Number:* CSP1210  
*TOI:* L04I Individual Life - Term      *Sub-TOI:* L04I.003 Single Life - Single Premium  
*Product Name:* Individual Single Premium Term Life  
*Project Name/Number:* Juvenile Life Insurance/CSP1210

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Flesch Certification</p> <p><b>Comments:</b>            Attached please find the Certification of Compliance with Arkansas Rule &amp; Regulation 19, the Guaranty Association Act Notice pursuant to Rule &amp; Regulation 49 and the Consumer Information Notice per ACA 23-79-138 and Bulletin 11-88.</p> <p><b>Attachments:</b>            AR Flesch.pdf            Certification of Compliance Arkansas.pdf            GAA-AR(REV.1-04).pdf            Form CMPLNT R110-AR.pdf</p>		

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Application</p> <p><b>Comments:</b>            Attached here for your ease of reference is the application. It is also attached in the Form Schedule for approval.</p> <p><b>Attachment:</b>            ICC10 I-CSP App R1210 (Generic).pdf</p>		



## READABILITY CERTIFICATION

**Forms:**

ICC10-SPTKC-XIC-AR	Individual Single Premium Term Life Insurance Policy
ICC10 I-CSP App R1210	Children's Single Premium Individual Term Life Insurance Application

I, the undersigned officer of 5 Star Life Insurance Company, do hereby certify that the above-referenced forms achieve a Flesch Reading Ease score of at least 50.

A handwritten signature in black ink, appearing to be 'GRJ', is written over a horizontal line.

Date: December 30, 2010

Glenn R. Jones, JD, CLU, ChFC, FLMI, RHU  
Vice President, Compliance



STATE OF ARKANSAS

**CERTIFICATION OF COMPLIANCE WITH ARKANSAS RULE AND  
REGULATION 19**

**Unfair Sex Discrimination in the Sale of Insurance**

Re: *ICC10-SPTKC-XIC-AR et al*

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

A handwritten signature in blue ink, appearing to read 'Glenn R. Jones', written over a horizontal line.

Glenn R. Jones, JD, CLU, ChFC, FLMI, RHU  
Vice President of Compliance

Dated: January 12, 2011

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

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

### DISCLAIMER

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

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

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201

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

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

### COVERAGE

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

### EXCLUSIONS FROM COVERAGE

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

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

## **LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT – (CONTINUED)**

The Guaranty Association also does NOT provide coverage for:

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

### **LIMITS ON AMOUNT OF COVERAGE**

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

**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**

**CONSUMER INFORMATION NOTICE**

**Questions regarding your policy or coverage should be directed to:**

**5 STAR LIFE INSURANCE COMPANY**

***Administrative Office:***

**909 North Washington Street**

**Alexandria, VA 22314**

**Toll-Free Number 1-800-776-2322**

**If we at 5 Star Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:**

**ARKANSAS INSURANCE DEPARTMENT**

**1200 West Third Street**

**Little Rock, AR 72201**

**(501) 371-2640 or (800) 852-5494**



**Beneficiary(ies)**



CSP 2 111

Unless you specify otherwise, payments will be shared equally by all primary beneficiaries who survive the Applicant, or if none, by all secondary beneficiaries who survive the Applicant. The right to change the beneficiary is reserved to the Owner unless otherwise stated. .

**Beneficiary:**

Primary	First Name	Last Name	SSN	Relationship	DOB
Secondary	First Name	Last Name	SSN	Relationship	DOB

**Other Insurance**

**Answer only if this is an agent or broker initiated sale:**

Does your child have any existing life insurance or annuity contracts?  Yes  No

If yes, and the child lives in AK, AL, AR, AZ, CO, IA, KS, KY, LA, MD, ME, MS, MT, NC, NE, NH, NJ, NM, OH, OR, RI, SC, TX, UT, VA, VT, WI or WV please complete and sign the Notice: Replacement of Life Insurance and Annuity. The Notice must be **presented** and **read** to you by your agent at the time he/she takes your application.

Will the coverage applied for replace any existing life insurance or annuities?  Yes  No

If yes, and the child does not live in the above listed states, please complete and sign the applicable state-specific Notice: Replacement of Life Insurance and Annuity.

**Statement of Health**

**Answer each question and initial in box to acknowledge you've read and, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, understood each question. Circle the specific condition and give full details to any "yes" answers on a separate 8.5x11 sheet of paper.**

Child's Height  Ft  In      Child's Weight    Lbs      Initial Here

- I. Is the child proposed for insurance currently taking prescribed medication, receiving medical attention, or advised by a medical physician that surgical treatment is required?.....  Yes  No
- II. Has the child been diagnosed or treated by a member of the medical profession for specified symptoms such as: heart trouble, elevated blood pressure, gynecological or genitourinary disorders, ulcers, cancer, diabetes, mental or nervous disorder or psychotherapeutic treatment, epilepsy, respiratory disorder, kidney or liver disorder (including hepatitis), enlarged lymph nodes or immune deficiency disorder, thyroid disorder, blood disorder, albumin, blood or sugar in urine, back trouble/disorder, arthritis, or unexplained weight loss?.....
- III. Has the child been diagnosed by a member of the medical profession or tested positive for Human Immunodeficiency Virus (AIDS virus) or Acquired Immune Deficiency Syndrome (AIDS)? .....
- IV. Has the child proposed for insurance received medical treatment or counseling for, or been advised by a physician to discontinue, the use of alcohol or prescribed or non-prescribed drugs?.....

**Conditions Relating to this Application**

**Agreement:** I represent that all statements and answers in this application are complete, true and correctly recorded **TO THE BEST OF MY KNOWLEDGE AND BELIEF**. I agree that: 1) upon approval of this application by 5Star Life Insurance Company, it, the policy and any riders or endorsements will constitute the entire insurance contract; 2) except as provided, **insurance applied for will not become effective until approved by 5Star Life Insurance Company and is subject to the child's health being as described in this application, and upon receipt of the full first premium in which case the coverage shall take effect as of the effective date as shown in the policy;** 3) if within 60 days of receipt of all required documentation this application is not approved, it will become void and all premiums paid will be refunded; I will be so notified. **Authorized:** I hereby authorize any licensed physician; medical practitioner; hospital; clinic; insurance company; employer; Medical Information Bureau; or Motor Vehicle Administration that may have records of his/her physical or mental health condition to give 5Star Life Insurance Company, its authorized representative, an its reinsurers any such information. I understand that this information will be used to determine the child's eligibility for insurance and that I may revoke this authorization and application at any time by providing written notice. A photocopy of this authorization shall be as valid as the original. This authorization shall be valid for 24 months from the date below. I acknowledge that I am, or my authorized representative is, entitled to receive a copy of this authorization.

**Signatures must be personal:**

Applicant \_\_\_\_\_ Date MM/DD/YYYY  
 (Parent, step-parent, grandparent, legal guardian)

Relationship to Insured \_\_\_\_\_

Payor \_\_\_\_\_ Date MM/DD/YYYY  
 (If different than Applicant.)

Owner \_\_\_\_\_ Date MM/DD/YYYY  
 (If different than Applicant.)

Signed at (City, State) \_\_\_\_\_

Agent Name \_\_\_\_\_

Agent Signature \_\_\_\_\_

Date MM/DD/YYYY

**Note:** Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

*SERFF Tracking Number:* FIVE-126966446      *State:* Arkansas  
*Filing Company:* 5 Star Life Insurance Company      *State Tracking Number:* 47620  
*Company Tracking Number:* CSP1210  
*TOI:* L041 Individual Life - Term      *Sub-TOI:* L041.003 Single Life - Single Premium  
*Product Name:* Individual Single Premium Term Life  
*Project Name/Number:* Juvenile Life Insurance/CSP1210

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Creation Date:</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
12/29/2010		Supporting Flesch Certification Document	01/12/2011	AR Flesch.pdf