

SERFF Tracking Number: SILC-127840870 State: Arkansas  
Filing Company: Starr Indemnity & Liability Company State Tracking Number: 50317  
Company Tracking Number:  
TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
Product Name: AR - AME  
Project Name/Number: /

## Filing at a Glance

Company: Starr Indemnity & Liability Company

Product Name: AR - AME

TOI: H02G Group Health - Accident Only

Sub-TOI: H02G.000 Health - Accident Only

Filing Type: Form

SERFF Tr Num: SILC-127840870

SERFF Status: Closed-Approved-Closed

Co Tr Num:

Authors: Grace Huang, Terri Minogue, Samuel Choi

Date Submitted: 11/22/2011

State: Arkansas

State Tr Num: 50317

State Status: Approved-Closed

Reviewer(s): Donna Lambert

Disposition Date: 11/28/2011

Disposition Status: Approved-Closed

Implementation Date: 12/28/2011

Implementation Date Requested: On Approval

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer, Association

Filing Status Changed: 11/28/2011

State Status Changed: 11/28/2011

Created By: Terri Minogue

Corresponding Filing Tracking Number:

Filing Description:

Commissioner of Insurance

Department of Insurance

Status of Filing in Domicile: Authorized

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Overall Rate Impact:

Deemer Date:

Submitted By: Grace Huang

RE: Starr Indemnity & Liability Company

NAIC#: 38318 FEIN#: 75-1670124

H02G.000 Group Health – Accident Only

H02G.000 Health – Accident Only

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Dear Commissioner:

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

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

Variable material is shown in brackets.

If you need any additional information, or have any questions, please feel free to contact me at Terri.Minogue@cvstarr.com.

Sincerely,

Terri Minogue  
Senior Compliance Analyst  
(646) 227-6528

## Company and Contact

### Filing Contact Information

Terri Minogue, terri.minogue@cvstarr.com  
399 Park Avenue 646-227-6528 [Phone]  
8th Floor  
New York, NY 10022

### Filing Company Information

Starr Indemnity & Liability Company CoCode: 38318 State of Domicile: Texas  
399 Park Avenue Group Code: Company Type: Insurance  
8th Floor Group Name: State ID Number:  
New York, NY 10022 FEIN Number: 75-1670124  
(646) 227-6528 ext. [Phone]

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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Starr Indemnity & Liability Company	\$50.00	11/22/2011	53975913

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Donna Lambert	11/28/2011	11/28/2011

*SERFF Tracking Number:*      *SILC-127840870*                      *State:*                      *Arkansas*  
*Filing Company:*              *Starr Indemnity & Liability Company*              *State Tracking Number:*      *50317*  
*Company Tracking Number:*  
*TOI:*                      *H02G Group Health - Accident Only*              *Sub-TOI:*                      *H02G.000 Health - Accident Only*  
*Product Name:*              *AR - AME*  
*Project Name/Number:*      */*

## **Disposition**

Disposition Date: 11/28/2011

Implementation Date: 12/28/2011

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.



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## Form Schedule

Lead Form Number: AH-40021-AR

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 11/28/2011	AH-40021-AR	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	AME Rider	Initial			AH-40021-AR AME Rider.pdf



# Starr Indemnity & Liability Company

Dallas, Texas

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

## ACCIDENT-ONLY MEDICAL EXPENSE BENEFIT RIDER

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

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

### RIDER SCHEDULE OF BENEFITS

Benefit Maximum:	[\$500- \$50,000]
Deductible:	[\$0 - \$1,000]
Coinsurance Rate:	[80%-100%] of Covered Expenses
Maximum Benefit Period:	[52-104] weeks from the date of the Covered Accident

### ACCIDENT-ONLY MEDICAL EXPENSE BENEFIT

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

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

Accident-Only Medical Expense Benefits are only payable:

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

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

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

#### [Coordination of Benefits:

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

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

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

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

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

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

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

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

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

**Definitions:**

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

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

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

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

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

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

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

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

Signed for the Company:

  
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[Honora M. Keane], General Counsel

  
\_\_\_\_\_  
[Charles H. Dangelo], President

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## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> AR - Readability Cetification.pdf	Approved	11/28/2011

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application <b>Comments:</b> Master Applicaiton AH-40003-AR approved 2/12/09. Please see cover letter for details.	Approved	11/28/2011



**Starr Indemnity & Liability Company**

A Member of Starr Companies

399 Park Avenue, 8th Floor

New York, NY 10022

T. (646) 227-6400

**CERTIFICATION OF COMPLIANCE  
FOR READABILITY**

I hereby certify on behalf of Starr Indemnity & Liability Company that the Flesch Scale Analysis Readability Score for the form(s) listed below exceeds the minimum Readability score requirements, and is accurate, based on the computer program used to calculate the scores:

**Form**

AH-40021-AR Accident-Only Medical Expense Benefit Rider

Terri Minogue

Compliance Manager

Title

Date: November 21, 2011