

SERFF Tracking Number: AAMC-127832030 State: Arkansas
Filing Company: Pioneer American Insurance Company State Tracking Number: 50315
Company Tracking Number:
TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death &
Dismemberment Dismemberment
Product Name: Accidental Death and Dismemberment - PA02-9428
Project Name/Number: /

Filing at a Glance

Company: Pioneer American Insurance Company

Product Name: Accidental Death and Dismemberment - PA02-9428 SERFF Tr Num: AAMC-127832030 State: Arkansas

TOI: H03I Individual Health - Accidental Death & Dismemberment SERFF Status: Closed-Approved State Tr Num: 50315

Sub-TOI: H03I.000 Health - Accidental Death & Co Tr Num: Dismemberment State Status: Approved-Closed

Filing Type: Form

Author: Traci Baty

Date Submitted: 11/21/2011

Reviewer(s): Donna Lambert

Disposition Date: 12/08/2011

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date: 01/09/2012

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed in Texas, our State of Domicile.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 12/08/2011

State Status Changed: 12/08/2011

Deemer Date:

Created By: Traci Baty

Submitted By: Traci Baty

Corresponding Filing Tracking Number:

Filing Description:

Cover Letter under Supporting Documentation.

Company and Contact

Filing Contact Information

Clara Keel, Product Filing Manager and
Assistant Secretary

ckeel@aatx.com

SERFF Tracking Number: AAMC-127832030 State: Arkansas
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 Dismemberment
 Product Name: Accidental Death and Dismemberment - PA02-9428

Project Name/Number: /
 425 Austin Avenue 254-297-2794 [Phone]
 Waco, TX 76701 254-297-2138 [FAX]

Filing Company Information

Pioneer American Insurance Company CoCode: 67873 State of Domicile: Texas
 425 Austin Avenue Group Code: 315 Company Type: LAH
 Waco, TX 76701 Group Name: State ID Number:
 (254) 297-2777 ext. [Phone] FEIN Number: 75-0914374

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pioneer American Insurance Company	\$100.00	11/21/2011	53949147

SERFF Tracking Number: AAMC-127832030 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	12/08/2011	12/08/2011

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	Donna Lambert	11/29/2011	11/29/2011	Carolyn Fleischhauer	12/07/2011	12/07/2011

SERFF Tracking Number: AAMC-127832030 State: Arkansas
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Project Name/Number: /

Disposition

Disposition Date: 12/08/2011

Implementation Date: 01/09/2012

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AAMC-127832030 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Health - Actuarial Justification	Approved	No
Supporting Document	Outline of Coverage	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Policyholder Notice	Approved	Yes
Supporting Document	Statement of Variability	Approved	Yes
Form (revised)	Accidental Death and Dismemberment Policy	Approved	Yes
Form	Accidental Death and Dismemberment Policy	Replaced	Yes
Form (revised)	Application	Approved	Yes
Form	Application	Replaced	Yes

SERFF Tracking Number: AAMC-127832030 State: Arkansas
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Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/29/2011
Submitted Date 11/29/2011
Respond By Date 12/29/2011

Dear Clara Keel,

This will acknowledge receipt of the captioned filing.

Objection 1

- Application, Form No. PA9433-AR (Form)

Comment: Please revise the fraud warning to more closely mirror 23-66-503.

Objection 2

- Accidental Death and Dismemberment Policy, Form No. PA02-AR-9428 (Form)

Comment: Please add these provisions: Time Limit on Certain Defenses, 23-85-107; Grace Period, 23-85-108; Refund of Unearned Premium, 23-85-134.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Donna Lambert

SERFF Tracking Number: AAMC-127832030 State: Arkansas
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 Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 12/07/2011
 Submitted Date 12/07/2011

Dear Donna Lambert,

Comments:

This information is submitted in response to objection letter dated 11/29/2011.

Response 1

Comments: The fraud warning on Accidental Death and Dismemberment Application, Form No. PA9433-AR, has been revised in accordance with §23-6-503 as requested.

Related Objection 1

Applies To:

- Application, Form No. PA9433-AR (Form)

Comment:

Please revise the fraud warning to more closely mirror 23-66-503.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Application	Form No. PA9433-AR		Application/Enrollment Form	Revised	Form No. PA9433-AR	0.000	AR PA9433-AR Accidental Death and Dismembe

SERFF Tracking Number: AAMC-127832030 State: Arkansas
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 Product Name: Accidental Death and Dismemberment - PA02-9428
 Project Name/Number: /

ment
 Applicatio
 n.pdf

Previous Version

Application	Form No.	Application/Enrollment	Initial	0.000	AR
	PA9433-	Form			PA9433
	AR				AD&D
					Applicatio
					n.pdf

No Rate/Rule Schedule items changed.

Response 2

Comments: The Time Limit on Certain Defenses provision in accordance with §23-85-107 has been added to page 5 of the policy. The grace period is omitted from the general provisions of the policy due to payment of the annual premium at issue. A provision for the refund of any unearned premium in accordance with §23-85-108 been included within the first paragraph on the face page of the policy.

Related Objection 1

Applies To:
 - Accidental Death and Dismemberment Policy, Form No. PA02-AR-9428 (Form)

Comment:
 Please add these provisions: Time Limit on Certain Defenses, 23-85-107; Grace Period, 23-85-108; Refund of Unearned Premium, 23-85-134.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Accidental Death and Dismemberment Policy	Form No. PA02-AR-		Policy/Contract/Fraternal Certificate	Revised	Form No. PA02-AR-	59.000	AR PA02-AR-9428

<i>SERFF Tracking Number:</i>	<i>AAMC-127832030</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pioneer American Insurance Company</i>	<i>State Tracking Number:</i>	<i>50315</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H03I Individual Health - Accidental Death & Dismemberment</i>	<i>Sub-TOI:</i>	<i>H03I.000 Health - Accidental Death & Dismemberment</i>
<i>Product Name:</i>	<i>Accidental Death and Dismemberment - PA02-9428</i>		
<i>Project Name/Number:</i>	<i>/</i>		
	9428	9428	Accidental Death and Dismemberment Policy.pdf

Previous Version

<i>Accidental Death and Dismemberment Policy</i>	<i>Form No. PA02-AR-9428</i>	<i>Policy/Contract/Fraternal Certificate</i>	<i>Initial</i>	<i>59.000</i>	<i>AR PA02-9428 AD&D Policy.pdf</i>
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No Rate/Rule Schedule items changed.

Please contact me at 1-800-736-7311, extension 3220, if you have questions.

Sincerely,
Traci Baty

SERFF Tracking Number: AAMC-127832030 State: Arkansas
 Filing Company: Pioneer American Insurance Company State Tracking Number: 50315
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 TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment
 Dismemberment
 Product Name: Accidental Death and Dismemberment - PA02-9428
 Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved 12/08/2011	Form No. PA02-AR-9428	Policy/Contract/Fraternal Policy Certificate	Revised	Replaced Form #: Form No. PA02-AR-9428 Previous Filing #: Form No. PA02-AR-9428	59.000	AR PA02-AR-9428 Accidental Death and Dismemberment Policy.pdf
Approved 12/08/2011	Form No. PA9433-AR	Application/Enrollment Form	Revised	Replaced Form #: Form No. PA9433-AR Previous Filing #: Form No. PA9433-AR	0.000	AR PA9433-AR Accidental Death and Dismemberment Application.pdf

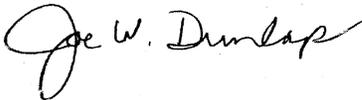
**Pioneer American
Insurance Company**

P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

We will pay the Accidental Death Benefit Amount to the Beneficiary if you die as a result of an accident while this Policy is in force. Payment will be made when we receive proof of your accidental death and will be subject to the terms of this Policy. Any premium paid for a period beyond the policy month in which death occurred will be refunded. We will pay you the benefit stated in the Schedule of Benefits for Accidental Dismemberment, upon receipt of due proof that you sustained any one of the losses specified.

This Policy is a legal contract between you and the Company. We have issued this Policy in return for the application and the payment of the premium.

The benefits, conditions and provisions set forth on this page and the following pages are a part of the contract.



Secretary



President

CANCELLATION DURING FIRST 30 DAYS

If you decide not to keep this Policy, return it within 30 days after you receive it. It may be returned to us or to the agent who sold the Policy. The Policy will be as though it had never been issued. We will return the premium paid for it.

**THIS IS A LIMITED BENEFIT POLICY AND IT DOES NOT PAY BENEFITS
IN EVENT OF SICKNESS.**

ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

ONE YEAR - NONRENEWABLE

NONPARTICIPATING

READ YOUR POLICY CAREFULLY

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Proof of Loss	5
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Time of Payment of Claims	5

DEFINITIONS

In this Policy:

The Company, We, Our, or Us means Pioneer American Insurance Company.

You or Your refers to the Owner of this Policy, as shown in the application.

Home Office means Pioneer American Insurance Company, located in Waco, Texas.

<u>BENEFIT DESCRIPTION</u>	<u>ANNUAL PREMIUM</u>
ACCIDENTAL DEATH AND DISMEMBERMENT POLICY	[\$2.50] FOR 1 YEAR
TOTAL ANNUAL PREMIUM	[\$2.50]
ISSUED METHOD OF PAYMENT - ANNUAL	[\$2.50]

INSURED: [JOHN DOE]

ACCIDENTAL DEATH BENEFIT AMOUNT: [\$5,000]

AGE: [35]

POLICY NUMBER: [123456]

DATE OF ISSUE: [OCTOBER 1, 2011] EXPIRY DATE: [OCTOBER 1, 2012]

ACCIDENTAL DEATH BENEFIT

We will pay the Accidental Death Benefit Amount shown on Page 3 of this Policy to the Beneficiary upon receipt of due proof that:

- 1) your death was a direct result of bodily injuries caused by an accident;
- 2) death resulted independently of all other causes;
- 3) death occurred within 90 days after the date of the accident; and
- 4) both the accident and resulting death took place while this Policy was in force.

BENEFIT FOR ACCIDENTAL DISMEMBERMENT

We will pay you the benefit stated in the following schedule upon receipt of due proof that you have sustained any one of the losses specified, solely as a result of external, physical, violent and accidental means. Any loss must occur within 90 days of the accident causing the loss to be payable.

SCHEDULE OF BENEFITS FOR ACCIDENTAL DISMEMBERMENT

The following schedule is based on the Accidental Death Benefit Amount as shown on Page 3.

Loss:	Benefit:
Both hands	Accidental Death Benefit Amount
Both feet	Accidental Death Benefit Amount
Sight of both eyes	Accidental Death Benefit Amount
One hand and one foot	Accidental Death Benefit Amount
One hand and sight of one eye	Accidental Death Benefit Amount
One foot and sight of one eye	Accidental Death Benefit Amount
One hand	One-half (½) Accidental Death Benefit Amount
One foot	One-half (½) Accidental Death Benefit Amount
Sight of one eye	One-half (½) Accidental Death Benefit Amount

Definitions for the above losses:

- a) Loss of hand means cut off through or above the wrist.
- b) Loss of foot means cut off through or above the ankle.
- c) Loss of sight means blindness which cannot be corrected to at least 20/200 vision.

EXCLUSIONS

This Policy does not cover loss due to:

- 1) suicide or intentionally self-inflicted injury;
- 2) sickness, disease, medical treatment or surgery;
- 3) voluntary taking of drugs, unless taken as prescribed by a doctor;
- 4) injuries sustained other than on regularly scheduled commercial airline flights by a pilot, student pilot, or crew member of an aircraft in a crash or collision of the aircraft;
- 5) committing or attempting to commit a felony or assault;
- 6) taking part in a riot or insurrection; or
- 7) war or any act of war, or any injury sustained while serving in the military forces engaged in war whether declared or undeclared.

GENERAL PROVISIONS

CONTRACT. This Policy is a legal contract between you and the Company. This Policy and the application constitute the entire contract. Any change or waiver of the terms of this Policy must be in writing and signed by one of our Officers to be effective.

NOTICE OF LOSS. Written notice of loss must be given within 20 days or as soon as reasonably possible.

GENERAL PROVISIONS (Continued)

PROOF OF LOSS. Written proof of loss must be given within 90 days after the date of the loss or as soon as reasonably possible.

TIME LIMIT ON CERTAIN DEFENSES. After the date of issue of this Policy, no misstatements, except fraudulent misstatements, made by you in the application shall be used to void or to deny a claim for loss incurred. No claim for loss incurred after the date of issue of this Policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this Policy.

CLAIM FORMS. When we receive notice of claim, we will send any required claim forms within 15 days. If such forms are not furnished within 15 days, proof of loss requirements will be met by sending us written proof of the occurrence, character and extent of the loss.

TIME OF PAYMENT OF CLAIMS. We will pay for any loss covered by this Policy as soon as we receive due written proof of such loss.

EXAMINATION, AUTOPSY. We have the right, at our expense, to have an examination made as often as reasonably necessary while a claim is pending. We may also have an autopsy made, unless prohibited by law.

LEGAL ACTIONS. No legal action may be brought on this Policy within 60 days after proof of loss. No legal action may be brought on this Policy more than 3 years after proof of loss was required.

BENEFICIARY AND PAYMENT OF CLAIMS. All benefits except those for loss of life will be paid to you. Benefits for loss of life will be paid to the Beneficiary designated by you in the application. If no Beneficiary designation is effective, payment will be made to your estate. At our option, if no Beneficiary designation is effective, or if the designated Beneficiary is not competent to give a valid release, we may pay up to \$1,000 to any relative by blood or marriage who appears equitably entitled. Any payment in good faith will discharge us to the extent of such payment.

CHANGE OF BENEFICIARY. The Beneficiary may be changed at any time during your lifetime. The change will take effect as of the date it was signed, even if you die before we receive it. If we made payment before receiving the request, the change will not be effective. If there is an irrevocable Beneficiary, you must get the irrevocable Beneficiary's consent to change the Beneficiary.

NONPARTICIPATING. This is a nonparticipating Policy. This means the Policy does not share in our profits or surplus.

Pioneer American Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

**THIS IS A LIMITED BENEFIT POLICY AND IT DOES NOT PAY BENEFITS
IN EVENT OF SICKNESS.**

ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

ONE YEAR - NONRENEWABLE

NONPARTICIPATING

READ YOUR POLICY CAREFULLY

PIONEER AMERICAN INSURANCE COMPANY
P.O. BOX 240, WACO, TEXAS 76703-0240

**APPLICATION FOR INDIVIDUAL ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE**

1. Proposed Insured _____
(first, middle, last name)

2. Address: Street _____ City _____ State _____ Zip _____

3. Phone (_____) _____ E-mail Address _____ @ _____

4. Age _____ 5. Date of Birth _____ 6. SS# _____
(mo. day yr.)

7. Primary Beneficiary _____ Relationship _____

Address _____

Contingent Beneficiary _____ Relationship _____

Address _____

8. Accidental Death Benefit Amount \$ _____ Premium \$ _____

Signed at _____ Date of Application _____
City State

Agent _____ No.: _____
Signature Signature of Proposed Insured

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in state prison.

SERFF Tracking Number: AAMC-127832030 State: Arkansas
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 TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death &
 Dismemberment Dismemberment
 Product Name: Accidental Death and Dismemberment - PA02-9428
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved	12/08/2011
Comments:		
Attachment: AR PA02-9428 Readability Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved	12/08/2011
Comments: Application under Form Schedule.		

	Item Status:	Status Date:
Satisfied - Item: Health - Actuarial Justification	Approved	12/08/2011
Comments:		
Attachment: STD PA02-9428 Actuarial Memorandum.pdf		

	Item Status:	Status Date:
Satisfied - Item: Outline of Coverage	Approved	12/08/2011
Comments:		
Attachment: STD PA04-9428 Outline of Coverage.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter	Approved	12/08/2011
Comments:		

SERFF Tracking Number: AAMC-127832030 State: Arkansas
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Cover Letter attached.

Attachment:

AR PA02-9428 Cover Letter.pdf

	Item Status:	Status Date:
Satisfied - Item: Policyholder Notice	Approved	12/08/2011

Comments:

The attached policyholder notice is attached to the policy in accordance with Bulletin 15-2009.

Attachment:

AR 8035 Notice to Policyholder.pdf

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability	Approved	12/08/2011

Comments:

A SOV is attached.

Attachment:

AR PA02-9428 Statement of Variability.pdf

ARKANSAS

PIONEER AMERICAN INSURANCE COMPANY

CERTIFICATION

This is to certify that the attached Accidental Death and Dismemberment Policy, Form Number PA02-9428, has achieved a Flesch Reading Ease Score of 59 and complies with the requirements of Arkansas Statue 23-80-201 through 23-80-208, cited as the Life and Disability Insurance Policy Simplification Act.



Signature

Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

November 18, 2011

PIONEER AMERICAN INSURANCE COMPANY
P.O. BOX 240, WACO, TEXAS 76703-0240

**ACCIDENTAL DEATH and DISMEMBERMENT PROTECTION COVERAGE
REQUIRED OUTLINE OF COVERAGE**

For Policy Form PA02-9428

- (1) Read Your Policy Carefully — This outline provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**
- (2) Accidental Death and Dismemberment Coverage — Policies of this category provide coverage for loss resulting from accidental bodily injuries as described in this outline. The accident must occur while this policy is in force. The loss must occur within 90 days from the date the injuries were sustained. Payments will only be made to covered persons, and some accidents may not be covered. The major benefits and limitations of your policy are listed below. Coverage is not provided for hospital, medical surgical, or major-medical expenses.

Amount of Principal Sum: _____

- (3) The following is a brief description of the benefits of your policy:

We will pay the Principal Sum for the following losses resulting from accidental bodily injury.

1. Loss of Life;
2. Loss of Both Hands;
3. Loss of Both Feet;
4. Loss of the Sight of Both Eyes;
5. Loss of One Hand and One Foot;
6. Loss of One Hand and the Sight of One Eye; or
7. Loss of One Foot and the Sight of One Eye.

We will pay one-half the Principal Sum for the following losses resulting from accidental bodily injury.

1. Loss of One Hand;
2. Loss of One Foot; or
3. Loss of the Sight of One Eye.

The Principal Sum is the maximum amount payable as the result of any one accident.

- (4) The policy does not cover loss due to:

1. Suicide or intentionally self-inflicted injury;
2. Sickness, disease, medical treatment or surgery;
3. Voluntary taking of drugs, unless taken as prescribed by a doctor;
4. Injuries sustained other than on regularly scheduled commercial airline flights by a pilot, student pilot, or crew member of an aircraft in a crash or collision of the aircraft;
5. Committing or attempting to commit a felony or assault;
6. Taking part in a riot or insurrection; or
7. War or any act of war, or any injury sustained while serving in the military forces engaged in war, whether declared or undeclared.

- (5) The Premium for this policy is \$ _____ every _____. There is a 31 day grace period. If this premium is not paid on or before the date it is due, it may be paid during the following 31 days.

If you are not satisfied with the policy you may return it within 30 days of its receipt for a full refund.

RETAIN THIS FOR YOUR RECORDS.

Pioneer American Insurance Company

P.O. Box 240 • Waco, Texas 76703-0240 • 254-297-2776

November 21, 2011

NAIC No. 67873

Mr. Joe Musgrove
Policy and Other Form Filings
State of Arkansas
Department of Insurance
1200 West Third Street
Little Rock, Arkansas 72201-1904
Attention: Compliance - Life and Health

Re: Form No. PA02-AR-9428 – Accidental Death and Dismemberment Policy
Form No. PA9433-AR – Life Insurance Application

Dear Mr. Musgrove:

The above referenced forms are being submitted for your consideration and approval. These forms are new and will not replace any forms previously approved by your Department.

Form No. PA02-AR-9428 is an individual Accidental Death and Dismemberment Policy. The flesch readability score is 59.

Form No. PA9433-AR is an application to be used when applying for an individual Accidental Death and Dismemberment Policy.

The issue ages for this product are 18-85. The actuarial memorandum for this product is attached.

The above referenced submission meets the provisions of Arkansas Rule and Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance) as well as all applicable requirements of the department.

The Company is providing, at time of delivery of the policy, the Arkansas Life and Disability Insurance Guaranty Association disclaimer document as provided in Rule and Regulation 49 (Appendix A).

If I may be of assistance in your review, you may contact me at 1-800-736-7311, extension 3216, or ckeel@aatx.com.

Sincerely,



Clara Keel, FLMI
Product Filing Manager & Assistant Secretary

CJK:tab
Enc.



NOTICE TO POLICYHOLDER

Any questions concerning this policy may be addressed to:

**PIONEER AMERICAN INSURANCE COMPANY
POLICY SERVICE DEPARTMENT
POST OFFICE BOX 240
WACO, TEXAS 76703-0240
TELEPHONE: 1-800-736-7311**

If we at Pioneer American Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

**ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 WEST THIRD STREET
LITTLE ROCK, ARKANSAS 72201-1904
TELEPHONE: (501) 371-2640 OR 1-800-852-5494**

Statement of Variability

Form No. PA02-AR-9428 is an individual non-participating accidental death and dismemberment policy. The “John Doe” information filled in for specimen issue, such as name, age, issue date, and maturity date, is bracketed on the enclosed Benefit Description Page to indicate this information is policyholder specific.

SERFF Tracking Number: AAMC-127832030 State: Arkansas
 Filing Company: Pioneer American Insurance Company State Tracking Number: 50315
 Company Tracking Number:
 TOI: H03I Individual Health - Accidental Death & Dismemberment Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment
 Product Name: Accidental Death and Dismemberment - PA02-9428
 Project Name/Number: /

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.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/16/2011	Form	Accidental Death and Dismemberment Policy	12/07/2011	AR PA02-9428 AD&D Policy.pdf (Superseded)
11/16/2011	Form	Application	12/07/2011	AR PA9433 AD&D Application.pdf (Superseded)

Pioneer American Insurance Company

P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

We will pay the Accidental Death Benefit Amount to the Beneficiary if you die as a result of an accident while this Policy is in force. Payment will be made when we receive proof of your accidental death and will be subject to the terms of this Policy. We will pay you the benefit stated in the Schedule of Benefits for Accidental Dismemberment, upon receipt of due proof that you sustained any one of the losses specified.

This Policy is a legal contract between you and the Company. We have issued this Policy in return for the application and the payment of the premium.

The benefits, conditions and provisions set forth on this page and the following pages are a part of the contract.



Secretary



President

CANCELLATION DURING FIRST 30 DAYS

If you decide not to keep this Policy, return it within 30 days after you receive it. It may be returned to us or to the agent who sold the Policy. The Policy will be as though it had never been issued. We will return the premium paid for it.

**THIS IS A LIMITED BENEFIT POLICY AND IT DOES NOT PAY BENEFITS
IN EVENT OF SICKNESS.**

ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

ONE YEAR - NONRENEWABLE

NONPARTICIPATING

READ YOUR POLICY CAREFULLY

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DEFINITIONS

In this Policy:

The Company, We, Our, or Us means Pioneer American Insurance Company.

You or Your refers to the Owner of this Policy, as shown in the application.

Home Office means Pioneer American Insurance Company, located in Waco, Texas.

<u>BENEFIT DESCRIPTION</u>	<u>ANNUAL PREMIUM</u>
ACCIDENTAL DEATH AND DISMEMBERMENT POLICY	[\$2.50] FOR 1 YEAR
TOTAL ANNUAL PREMIUM	[\$2.50]
ISSUED METHOD OF PAYMENT - ANNUAL	[\$2.50]

INSURED: [JOHN DOE]

ACCIDENTAL DEATH BENEFIT AMOUNT: [\$5,000]

AGE: [35]

POLICY NUMBER: [123456]

DATE OF ISSUE: [OCTOBER 1, 2011] EXPIRY DATE: [OCTOBER 1, 2012]

ACCIDENTAL DEATH BENEFIT

We will pay the Accidental Death Benefit Amount shown on Page 3 of this Policy to the Beneficiary upon receipt of due proof that:

- 1) your death was a direct result of bodily injuries caused by an accident;
- 2) death resulted independently of all other causes;
- 3) death occurred within 90 days after the date of the accident; and
- 4) both the accident and resulting death took place while this Policy was in force.

BENEFIT FOR ACCIDENTAL DISMEMBERMENT

We will pay you the benefit stated in the following schedule upon receipt of due proof that you have sustained any one of the losses specified, solely as a result of external, physical, violent and accidental means. Any loss must occur within 90 days of the accident causing the loss to be payable.

SCHEDULE OF BENEFITS FOR ACCIDENTAL DISMEMBERMENT

The following schedule is based on the Accidental Death Benefit Amount as shown on Page 3.

Loss:	Benefit:
Both hands	Accidental Death Benefit Amount
Both feet	Accidental Death Benefit Amount
Sight of both eyes	Accidental Death Benefit Amount
One hand and one foot	Accidental Death Benefit Amount
One hand and sight of one eye	Accidental Death Benefit Amount
One foot and sight of one eye	Accidental Death Benefit Amount
One hand	One-half (½) Accidental Death Benefit Amount
One foot	One-half (½) Accidental Death Benefit Amount
Sight of one eye	One-half (½) Accidental Death Benefit Amount

Definitions for the above losses:

- a) Loss of hand means cut off through or above the wrist.
- b) Loss of foot means cut off through or above the ankle.
- c) Loss of sight means blindness which cannot be corrected to at least 20/200 vision.

EXCLUSIONS

This Policy does not cover loss due to:

- 1) suicide or intentionally self-inflicted injury;
- 2) sickness, disease, medical treatment or surgery;
- 3) voluntary taking of drugs, unless taken as prescribed by a doctor;
- 4) injuries sustained other than on regularly scheduled commercial airline flights by a pilot, student pilot, or crew member of an aircraft in a crash or collision of the aircraft;
- 5) committing or attempting to commit a felony or assault;
- 6) taking part in a riot or insurrection; or
- 7) war or any act of war, or any injury sustained while serving in the military forces engaged in war whether declared or undeclared.

GENERAL PROVISIONS

CONTRACT. This Policy is a legal contract between you and the Company. This Policy and the application constitute the entire contract. Any change or waiver of the terms of this Policy must be in writing and signed by one of our Officers to be effective.

NOTICE OF LOSS. Written notice of loss must be given within 20 days or as soon as reasonably possible.

GENERAL PROVISIONS (Continued)

PROOF OF LOSS. Written proof of loss must be given within 90 days after the date of the loss or as soon as reasonably possible.

CLAIM FORMS. When we receive notice of claim, we will send any required claim forms within 15 days. If such forms are not furnished within 15 days, proof of loss requirements will be met by sending us written proof of the occurrence, character and extent of the loss.

TIME OF PAYMENT OF CLAIMS. We will pay for any loss covered by this Policy as soon as we receive due written proof of such loss.

EXAMINATION, AUTOPSY. We have the right, at our expense, to have an examination made as often as reasonably necessary while a claim is pending. We may also have an autopsy made, unless prohibited by law.

LEGAL ACTIONS. No legal action may be brought on this Policy within 60 days after proof of loss. No legal action may be brought on this Policy more than 3 years after proof of loss was required.

BENEFICIARY AND PAYMENT OF CLAIMS. All benefits except those for loss of life will be paid to you. Benefits for loss of life will be paid to the Beneficiary designated by you in the application. If no Beneficiary designation is effective, payment will be made to your estate. At our option, if no Beneficiary designation is effective, or if the designated Beneficiary is not competent to give a valid release, we may pay up to \$1,000 to any relative by blood or marriage who appears equitably entitled. Any payment in good faith will discharge us to the extent of such payment.

CHANGE OF BENEFICIARY. The Beneficiary may be changed at any time during your lifetime. The change will take effect as of the date it was signed, even if you die before we receive it. If we made payment before receiving the request, the change will not be effective. If there is an irrevocable Beneficiary, you must get the irrevocable Beneficiary's consent to change the Beneficiary.

NONPARTICIPATING. This is a nonparticipating Policy. This means the Policy does not share in our profits or surplus.

Pioneer American Insurance Company
P.O. Box 240 / Waco, Texas 76703-0240 / (254) 297-2776

**THIS IS A LIMITED BENEFIT POLICY AND IT DOES NOT PAY BENEFITS
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ACCIDENTAL DEATH AND DISMEMBERMENT POLICY

ONE YEAR - NONRENEWABLE

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READ YOUR POLICY CAREFULLY

PIONEER AMERICAN INSURANCE COMPANY
P.O. BOX 240, WACO, TEXAS 76703-0240

**APPLICATION FOR INDIVIDUAL ACCIDENTAL DEATH AND
DISMEMBERMENT INSURANCE**

1. Proposed Insured _____
(first, middle, last name)

2. Address: Street _____ City _____ State _____ Zip _____

3. Phone (_____) _____ E-mail Address _____ @ _____

4. Age _____ 5. Date of Birth _____ 6. SS# _____
(mo. day yr.)

7. Primary Beneficiary _____ Relationship _____

Address _____

Contingent Beneficiary _____ Relationship _____

Address _____

8. Accidental Death Benefit Amount \$ _____ Premium \$ _____

Signed at _____ Date of Application _____
City State

Agent _____ No.: _____
Signature Signature of Proposed Insured

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application containing a false or deceptive statement may be guilty of insurance fraud.