

SERFF Tracking Number: CLTR-127792617 State: Arkansas
 Filing Company: Atlantic Specialty Insurance Company State Tracking Number: 50186
 Company Tracking Number: G14216 AR F/R
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: Tuition Reimbursement Program
 Project Name/Number: /

Filing at a Glance

Company: Atlantic Specialty Insurance Company

Product Name: Tuition Reimbursement Program
 TOI: H21 Health - Other
 Sub-TOI: H21.000 Health - Other
 Filing Type: Form

SERFF Tr Num: CLTR-127792617 State: Arkansas
 SERFF Status: Closed-Approved State Tr Num: 50186
 Co Tr Num: G14216 AR F/R State Status: Approved-Closed
 Reviewer(s): Rosalind Minor
 Disposition Date: 12/08/2011
 Authors: Stephanie Young, Linda Ryan-James, Mark Swercheck, Wendy Hicks, Dana Suter
 Date Submitted: 11/03/2011 Disposition Status: Approved
 Implementation Date Requested: On Approval Implementation Date: 12/08/2011

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Not Filed
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Large
 Group Market Type: Other Explanation for Other Group Market Type:
 Issued to Schools
 Overall Rate Impact: Filing Status Changed: 12/08/2011
 State Status Changed: 12/08/2011
 Deemer Date: Created By: Dana Suter
 Submitted By: Dana Suter Corresponding Filing Tracking Number:
 PPACA: Not PPACA-Related
 PPACA Notes: null
 Filing Description:
 On behalf of Atlantic Specialty Insurance Company, Coulter and Associates is filing the attached Tuition Protection Insurance forms/rates. The sole purpose of this filing is to obtain approval to use the forms/rates previously approved for Employers Fire Insurance Company by Atlantic Specialty Insurance Company (ASIC).

ASIC is a member of the OneBeacon group of insurance companies and is an affiliate of the insurance company for

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which the referenced forms/rates were previously approved.

No change is being made to the previously approved forms/rates.

The forms/rates will become effective upon approval.

If you have any questions, please call me at (609) 443-7540 or email me at stephaniey@coulter-and-associates.com.
 Otherwise we look forward to your approval.

Company and Contact

Filing Contact Information

Stephanie Young, Consultant stephaniey@coulter-and-associates.com
 C/O Coulter-and-associates.com 609-443-7540 [Phone]
 379 Princeton-Hightstown Rd 609-443-4103 [FAX]
 Suite 15
 Cranbury, NJ 08512

Filing Company Information

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

Atlantic Specialty Insurance Company	CoCode: 27154	State of Domicile: New York
One Beacon Lane	Group Code:	Company Type:
Canton, MA 02021	Group Name:	State ID Number:
(212) 428-6580 ext. [Phone]	FEIN Number: 13-3362309	

Filing Fees

Fee Required? Yes
 Fee Amount: \$800.00
 Retaliatory? Yes
 Fee Explanation: AR has greater fee than domicile.

\$50.00 per form x 16= \$800.00

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Atlantic Specialty Insurance Company	\$800.00	11/03/2011	53440580

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Rosalind Minor	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	Rosalind Minor	11/07/2011	11/07/2011	Dana Suter	12/07/2011	12/07/2011

Industry Response

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Question re: TOI	Note To Reviewer	Wendy Hicks	12/01/2011	12/01/2011
Your Note to Reviewer on 12/1/11	Note To Filer	Rosalind Minor	12/02/2011	

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Disposition

Disposition Date: 12/08/2011
 Implementation Date: 12/08/2011
 Status: Approved
 HHS Status: HHS Approved
 State Review: Reviewed by Actuary
 Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Atlantic Specialty Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
	Percent Change Approved:						
	Minimum:	%	Maximum:	%	Weighted Average:		%

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Letter of Authorization	Approved-Closed	Yes
Form	COLLEGE AND UNIVERSITY TUITION PROTECTION INSURANCE	Approved-Closed	Yes
Form	POLICY DECLARATIONS	Approved-Closed	Yes
Form	TUITION FEES SCHEDULE	Approved-Closed	Yes
Form	COLLEGE AND UNIVERSITY TUITION PROTECTION APPLICATION	Approved-Closed	Yes
Form	POLICY DECLARATIONS	Approved-Closed	Yes
Form	TUITION FEES SCHEDULE	Approved-Closed	Yes
Form	Tuition Continuation Benefit	Approved-Closed	Yes
Form	STUDENT WITHDRAWAL/DISMISSAL BENEFIT	Approved-Closed	Yes
Form	RENEWAL NOTICE	Approved-Closed	Yes
Form	Arkansas Amendment Rider	Approved-Closed	Yes
Form	PRE-EXISTING CONDITIONS EXCLUSION	Approved-Closed	Yes
Form	STUDENT WITHDRAWAL/DISMISSAL BENEFIT	Approved-Closed	Yes
Form (revised)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	Withdrawn	No
Form	EXCLUSION OF CERTIFIED ACTS OF TERRORISM	Withdrawn	No
Form (revised)	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	Withdrawn	No
Form	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	Withdrawn	No
Form	COMPREHENSIVE TUITION PROTECTION INSURANCE APPLICATION	Approved-Closed	Yes
Form	COMPREHENSIVE TUITION PROTECTION INSURANCE	Approved-Closed	Yes

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Rate	Rate Filing Sheet	Approved-Closed	No
Rate (revised)	Terrorism Rule	Withdrawn	No
Rate	Terrorism Rule	Withdrawn	No

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/07/2011

Submitted Date 11/07/2011

Respond By Date

Dear Stephanie Young,

This will acknowledge receipt of the captioned filing.

Objection 1

- EXCLUSION OF CERTIFIED ACTS OF TERRORISM, G78197 01 08 (Form)
- CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM, G78198 01 08 (Form)

Comment:

Our Department will not approve exclusions for terrorism in life or accident and health contracts. The Department's position is that losses due to acts of terrorism are so inherent to the risk purported to be assumed in the general coverage of the contract, that any exclusion of such losses would be inconsistent with the general coverage of the contract. In that regard, please refer to A.C.A. 23-79-110(a)(2).

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,

Rosalind Minor

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Response Letter

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

Dear Rosalind Minor,

Comments:

Thank you for your feedback. Please see my comments below.

Response 1

Comments: The forms and terrorism rule have been withdrawn.

Related Objection 1

Applies To:

- EXCLUSION OF CERTIFIED ACTS OF TERRORISM, G78197 01 08 (Form)
- CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM, G78198 01 08 (Form)

Comment:

Our Department will not approve exclusions for terrorism in life or accident and health contracts. The Department's position is that losses due to acts of terrorism are so inherent to the risk purported to be assumed in the general coverage of the contract, that any exclusion of such losses would be inconsistent with the general coverage of the contract. In that regard, please refer to A.C.A. 23-79-110(a)(2).

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
EXCLUSION OF CERTIFIED ACTS OF	G78197 01 08		Policy/Contract/Fraternal Certificate: Amendment,	Initial			

SERFF Tracking Number: CLTR-127792617 State: Arkansas
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 Product Name: Tuition Reimbursement Program
 Project Name/Number: /

TERRORISM Insert Page, Endorsement
or Rider

Previous Version

EXCLUSION OF	G78197	Policy/Contract/Fraternal Initial	Exclusion
CERTIFIED ACTS OF	01 08	Certificate: Amendment,	of
TERRORISM		Insert Page, Endorsement	Certified
		or Rider	Acts_G78
			197 01
			08.pdf

CAP ON LOSSES	G78198	Policy/Contract/Fraternal Initial
FROM CERTIFIED	01 08	Certificate: Amendment,
ACTS OF TERRORISM		Insert Page, Endorsement
		or Rider

Previous Version

CAP ON LOSSES	G78198	Policy/Contract/Fraternal Initial	Cap on
FROM CERTIFIED	01 08	Certificate: Amendment,	Certified
ACTS OF TERRORISM		Insert Page, Endorsement	Acts_G78
		or Rider	198 01
			08.pdf

Rate/Rule Schedule Item Changes

Document Name:	Affected Form Numbers:	Rate Action:	Rate Action Information:	Attach Document:
Terrorism Rule		New	Previous State Filing Number	0

Previous Version

Terrorism Rule		New	Previous State Filing Number	0
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Thank you. Please let me know if you have any further questions.

Sincerely,

Dana Suter, Linda Ryan-James, Mark Swercheck, Stephanie Young, Wendy Hicks

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Note To Reviewer

Created By:

Wendy Hicks on 12/01/2011 12:13 PM

Last Edited By:

Rosalind Minor

Submitted On:

12/08/2011 08:55 AM

Subject:

Question re: TOI

Comments:

With regard to the objection letter, these forms were previously approved under the A&H TOI H21.000, State tracking No. 38542. Is this a new requirement? Thank you very much.

Respectfully,

Wendy Hicks

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Project Name/Number: /

Note To Filer

Created By:

Rosalind Minor on 12/02/2011 10:12 AM

Subject:

Your Note to Reviewer on 12/1/11

Comments:

No, this is ot a new requirement. I must have missed the exclusion when I approved the other filing. I would like to re-open the previously approved filing in order for the exclusion to be removed.

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Form Schedule

Lead Form Number: G14216 07 97

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed 12/08/2011	G14216 07 97	Policy/Cont ract/Fratern al Certificate	COLLEGE AND UNIVERSITY TUITION PROTECTION INSURANCE	Initial			G14216 07 97_College tuition protection coverage.pdf
Approved- Closed 12/08/2011	G14244 07 97	Data/Declar ation Pages	POLICY DECLARATIONS	Initial			G14244 0797 College Tuition Protection Dec Page.pdf
Approved- Closed 12/08/2011	G14217 07 97	Schedule Pages	TUITION FEES SCHEDULE	Initial			G14217 07 97_Fee Schedule.pdf
Approved- Closed 12/08/2011	G14214 07 97	Application/ Enrollment Form	COLLEGE AND UNIVERSITY TUITION PROTECTION APPLICATION	Initial			G14214 07 97 College Tuition Application.pdf
Approved- Closed 12/08/2011	G14245 07 97	Data/Declar ation Pages	POLICY DECLARATIONS	Initial			G14245 0797 - Policy Declarations. pdf
Approved- Closed 12/08/2011	G14221 07 97	Schedule Pages	TUITION FEES SCHEDULE	Initial			G14221 - Tuition Fees Schedule.pdf
Approved- Closed 12/08/2011	G14223 07 97	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert	Tuition Continuation Benefit	Initial			G14223 - Tuition Continuation Benefit.pdf

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Approved- G14224 07	Policy/Cont STUDENT	Initial	G14224
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Approved- G14260 07	Other RENEWAL NOTICE	Initial	G14260 07 97
Closed 97			Renewal
12/08/2011			Notice.pdf
Approved- G14611 02	Policy/Cont Arkansas	Initial	G14611 02 99
Closed 99	ract/Fratern Amendment Rider		Arkansas
12/08/2011	al		Amendment
	Certificate:		Rider.pdf
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Approved- G78152 01	Policy/Cont PRE-EXISTING	Initial	Pre-Existing
Closed 02	ract/Fratern CONDITIONS		Cond Excl _
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Approved- G78155 02	Policy/Cont STUDENT	Initial	G78155-
Closed 02	ract/Fratern WITHDRAWAL/DIS		Dismissal-
12/08/2011	al MISSAL BENEFIT		Withdrawal
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Approved- G14218 11 Application/COMPREHENSIVE Initial G14218 11 09
 Closed 09 Enrollment TUITION Comprehensi
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 APPLICATION f

Approved- G14220 11 Policy/Cont COMPREHENSIVE Initial G14220 11
 Closed 09 ract/Fratern TUITION 09_Comprehe
 12/08/2011 al PROTECTION nsive Tuition
 Certificate INSURANCE Protection.pdf

COLLEGE AND UNIVERSITY TUITION PROTECTION INSURANCE

COVERAGE

We agree, subject to the schedule of benefits and other terms and conditions of this policy to pay for loss of the term fees amount sustained by Your Insured Students due to their loss of academic time and scholastic credits at Your college/university solely as a result of a covered cause of loss. The loss must result in a "Complete Withdrawal" from Your college/university by an Insured Student for the balance of the term and loss of all scholastic credits for the term. The names of Your students who are insured are listed in the Schedule of Insured Students attached to and made a part of this policy.

COVERED CAUSE OF LOSS

A Covered Cause of Loss is an Injury or a Sickness not otherwise excluded under this policy.

EXCLUSIONS

Coverage does not apply to loss due to:

- (a) war or any act of war (whether declared or undeclared);
- (b) the use of any drug, narcotic or agent which is similarly classed or has similar effects, unless it is prescribed by a Doctor;
- (c) taking part in a riot;
- (d) failure to attend classes for any reason other than Injury or Sickness;
- (e) withdrawal, if the student receives full or partial scholastic credits for an incomplete term, or due to completion of academic requirements, or early graduation;
- (f) suicide or intentionally self-inflicted Injury, or self-inflicted Sickness;
- (g) nuclear reaction, nuclear radiation or radioactive contamination.

GENERAL CONDITIONS

A. Changes

No change in this policy shall be valid unless approved by one of Our executive officers and unless such approval be endorsed hereon and attached hereto. No agent has authority to change this policy or to waive any of its provisions.

B. Conformity with the State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy is delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

C. Discontinuance of Insurance for an Insured Student

Insurance hereby provided for an Insured Student shall cease of its own accord on the day after the first of the following to occur:

- (1) the next premium due date after the date when such Insured Student ceases to remain eligible for coverage as stated in this policy;
- (2) the last day of the period of coverage for which the last premium payment is made by such Insured Student;
- (3) the termination date of this policy;
- (4) the last day of academic instruction by You due to any cause. If the insurance ceased by reason of item (4) We will make a pro-rata refund of premium; and
- (5) the day an Insured Student makes a complete withdrawal for reason other than a Sickness or Injury.

D. Eligibility -- Effective Date of Insurance

All of Your students, except classes not eligible, if any, are eligible for insurance as provided by this policy. Any classes not eligible are stated in Your application for this policy. Unless declined by written notice to Us or to You, insurance for each such eligible person shall start on the effective date of this policy or for the Period of Coverage as defined in this policy provided that the premium is paid before the first class day of the term.

E. Entire Policy

This policy constitutes the entire contract between the parties, and no statement made by the School or by any Insured Student whose eligibility has been accepted by Us or Our agent shall be used in defense to a claim hereunder.

F. Grace Period

A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which grace period the policy shall continue in force, but the School shall be liable to Us or Our agent for the payment of the premium accruing for the period the policy continues in force.

G. Individual Certificate

When required by law, We will issue to You for delivery to each Insured Student an individual certificate. The certificate shall set forth:

- (1) the benefits provided by this policy;
- (2) to whom benefits are payable; and
- (3) the limitations of this policy as may pertain to each Insured Student.

H. Premium Payments

The payment of any premium to Us or to Our authorized agent shall not maintain this policy in force, except as stated in the Grace Period, beyond the date the next premium becomes due.

I. Records of Insurance

You shall keep a record of:

- (1) each Insured Student by name;
- (2) the amount and effective date of insurance;
- (3) the effective date of changes, if any; and
- (4) the date of and the reason for cessation of insurance.

Any of Your records which have a bearing on the insurance provided by this policy shall be open for Our inspection.

J. Termination Provision

At the end of a period of enrollment, as specified in the Tuition Fees Schedule, this policy may be extended by payment of the premium for an additional period of enrollment, unless not later than 31 days before the end of a period of enrollment We give You written notice of Our intent not to so extend. Our written notice not to extend will be delivered to You or mailed to Your last known address. Our refusal to extend shall be without prejudice to any claim originating prior thereto. The premium for each period of enrollment must be paid within the grace period. The premium will be based upon Our premium rates then in effect at the time of each extension.

LOSS CONDITIONS

K. Claim Forms

We or Our agent, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. Such proof must include a Doctor's written statement that medically certifies that the sickness or injury prevents the student from completing the registered term.

L. Legal Actions

No legal action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

M. Notice of Claim

Written notice of claim must be given to Us or Our agent within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. (Notice given by or on behalf of the claimant to the offices of A.W.G. Dewar with information sufficient to identify the Insured Student, shall be deemed notice to Us.)

N. Proofs of Loss

Written proof of loss must be furnished to Us or Our agent within 90 days after the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Insured Student, later than one year from the time proof is otherwise required.

O. Payment of Claims

All benefits will be payable as soon as We receive the proper written proof of loss.

At Our option, the benefits will be paid to the Insured Student, his or her parent(s) or legal guardian(s) or to You for credit to his or her account. Any payment made by Us in good faith shall fully discharge Us to the extent of such payment.

P. Physical Examination and Autopsy

We at Our own expense shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the

pendancy of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

DEFINITIONS

“Complete Withdrawal” means a written notice by the Insured Student, his or her parents, or his or her Guardian, indicating that because of an injury or sickness the student is unable to complete the term and will not receive any academic credit for the term. Such notice must include a Doctor’s written statement which medically certifies that the Sickness or Injury prevents the student from completing the registered term.

“DSM-IV” is the Diagnostic and Statistical Manual of Mental Disorders Edition #4. Any subsequent editions of the same manual are included in this definition.

“Doctor” means any medical doctor (MD) or where required by law, any other medical practitioner in respect to services performed within the scope of the doctor’s license. These services must be covered by the terms of this policy. The Doctor must be other than a member of the Insured Student’s family.

“Injury” means bodily injury caused by an accident. The accident must occur on or after the effective date of the Insured Student’s period of coverage under this policy and while it remains in force.

“Insured Student”, “his or her” and “he or she” refers to Your students whose names are listed on the Tuition Fee Schedule attached to and made a part of this policy.

“Period of Coverage” means that number of consecutive calendar days within the Insured Student’s Period of Enrollment as specified in the Tuition Fee Schedule attached to this policy.

“Riot” means all forms of violence, disorder, or disturbance of the public peace by three or more persons assembled together. It does not matter whether they are acting with a common intent or that damage to person or property or unlawful acts is the intent or result of their action.

“Sickness” means a sickness or disease for which symptoms existed and medical advice or treatment was received after the effective date of an Insured Student’s period of coverage under this policy and while it remains in force.

“Taking part in a riot” means promoting, inciting, conspiring to promote or incite, aiding, abetting or all forms of taking part in a riot. It shall not include action taken in defense of the Insured Student, if such actions are not taken against persons seeking to maintain or restore law and order.

“We”, “Us”, or “Our” refers to the Company providing this insurance.

“You”, and “Your” refers to the Policyholder shown in the Declarations.

COLLEGE AND UNIVERSITY TUITION PROTECTION INSURANCE

[Name of issuing company]
A Stock Company, [City, State, Zip Code]

POLICY DECLARATIONS

Policy Number

Issue Date

POLICYHOLDER and MAILING ADDRESS:

This policy is issued for the term of _____ starting on the _____ day of _____ . It begins and ends at 12:01 AM Standard Time at Your address stated in this policy. It is issued in consideration of the statements made in Your application and the payment of the first premium and any premium amounts coming due thereafter while it is continued in force.

In return for the payment of the premium and subject to all terms of this policy, We agree to provide the insurance stated in this policy.

The premium computed as stated in the application shall be payable by the Insured Student on or before the first class day of the term. If the premium is paid to You, then it should be paid to Our agent no more than 31 days after the first class day of the term. If payment is not received by Our agent within such time, this policy shall be void from its inception.

Benefit Schedule

1. We will pay _____ % of the Term Fees Amount stated beside the Insured Student's name as specified in the Tuition Fees Schedule attached to this policy for the Period of Coverage, less any refund or credit due the Insured Student by the college/university, for a covered loss of academic time which is not due to a diagnosis referenced in DSM-IV.
2. We will pay _____ % of the Term Fees Amount stated beside the Insured Student's name as specified in the Tuition Fees Schedule attached to this policy for the Period of Coverage, less any refund or credit due the Insured Student by the college/university, for a covered loss of academic time due to a diagnosis referenced in DSM-IV.
3. We will pay _____ % of the Term Fees Amount stated beside the Insured Student's name as specified in the Tuition Fees Schedule attached to this policy for the Period of Coverage, less any refund or credit due the Insured Student by the college/university, for a covered loss of academic time due to a diagnosis whether or not referenced in DSM-IV, but only after the student has been confined in a hospital for _____ consecutive days within the Period of Coverage.

The above numbered policy is completed by the use of these declarations together with the coverage form(s), application, Tuition Fees Schedule and endorsements, if any.

Forms Applicable:

NAME AND ADDRESS OF AGENT:
A.W.G. Dewar, Inc.
4 Batterymarch Park
Quincy, MA 02169-7468

COUNTERSIGNED BY:

TUITION FEES SCHEDULE -- CONTINUATION

Attached to and forming part of Policy No. _____ issued to:

(College or University and address)

Except where otherwise specified the insurance provided becomes effective as of the effective date of the policy to which this schedule is attached.

INSURED STUDENT (Alphabetically -Surname First)	CLASS	TERM FEES AMOUNT	PERIOD OF ENROLLMENT FROM TO	

COLLEGE AND UNIVERSITY TUITION PROTECTION APPLICATION

- 1. Name of School/College:
Address (principal location):
Other Locations, if any:
2. Academic Year: From To
First Semester: From To
Second Semester: From To
Third Semester: From To
3. Remarks/Special Instructions
(a) Participation by eligible students is: Voluntary Mandatory
(b) If this application is approved, the contract is to be issued effective:
(c) Other Instructions (if any):

SPECIFICATIONS FOR BENEFIT SCHEDULE

Issue Standards:

- 1. We will pay % of the Term Fees Amount stated beside the Insured Student's name as specified in the Tuition Fees Schedule attached to the policy for the Period of Coverage, less any refund or credit due the student by the college/university, for a covered loss of academic time which is not due to a diagnosis referenced in DSM-IV.
2. We will pay % of the Term Fees Amount stated beside the Insured Student's name as specified in the Tuition Fees Schedule attached to the policy for the Period of Coverage, less any refund or credit due the student by the college/university, for a covered loss of academic time due to a diagnosis referenced in DSM-IV.
3. We will pay % of the Term Fees Amount stated beside the Insured Student's name as specified in the Tuition Fees Schedule attached to the policy for the Period of Coverage, less any refund or credit due the student by the college/university, for a covered loss of academic time due to a diagnosis whether or not referenced in DSM-IV, but only after the student has been confined in a hospital for consecutive days within the Period of Coverage.

Contract Term Rate: %
Rate x total tuition/school fees insured = contract term premium.

The premium computed as stated in the application shall be payable by the Insured Student or His or Her parent or legal guardian on or before the first class day of the term. If the premium is paid to the college, then it should be paid to our agent no more than 31 days after the first class day of the term. If payment is not received by our agent within such time, this policy shall be void from its inception.

School/College

Date

Signed by Name

Title

COMPREHENSIVE TUITION PROTECTION INSURANCE

[Name of issuing compant]
A Stock Company, [City, State, Zip Code]

POLICY DECLARATIONS

Policy Number

Issue Date

POLICYHOLDER and MAILING ADDRESS:

This policy is issued for the term of _____ starting on the _____ day of _____ . It begins and ends at 12:01 AM Standard Time at Your address stated in this policy. It is issued in consideration of the statements made in Your application and the payment of the first premium and any premium amounts coming due thereafter while it is continued in force.

In return for the payment of the premium and subject to all terms of this policy, We agree to provide the insurance stated in this policy.

The premium computed as stated in the application shall be payable by the Insured Student to You within 10 days after the first class day in the policy term. It shall then be paid by You to Our agent within 30 days from the effective date of this policy. If payment is not received by Our agent within such time this policy shall be void from its inception.

Benefit Schedule

1. We will pay _____ % of the Insured Student's average daily cost for tuition and other school/college fees insured for a covered loss of academic time which is not due to a diagnosis referenced in DSM-IV.
2. We will pay _____ % of the Insured Student's average daily cost for tuition and other school/college fees insured for a covered loss of academic time which is due to a diagnosis referenced in DSM-IV.
3. We will pay _____ % of the Insured Student's average daily cost for tuition and other school/college fees insured for a covered loss of academic time whether or not due to a diagnosis referenced in DSM-IV, but only after the student has been confined in a hospital for _____ consecutive days within the period of enrollment.
4. Loss Duration Period, if any:
(a) ___ nil; b) ___ 8 consecutive days; (c) ___ 31 consecutive days; (d) ___ the unexpired portion of the current period of enrollment.
5. Elimination Period: _____ days.
6. For the purpose of this policy, the average daily cost shall be found by dividing the amount of tuition and other school fees insured by the actual calendar days in the school year. Days of pre-season athletic practice, orientation, registration and graduation are not included. The amount of tuition and other school fees insured shall be found in the Tuition Fees Schedule attached hereto and made a part of this policy.
7. The Maximum Aggregate Benefit payable per Insured Student for all coverages under this policy is _____.

The above numbered policy is completed by the use of these declarations together with the coverage form(s), application, Tuition Fees Schedule and endorsements, if any. All coverages may not be effective on the same date.

Forms Applicable:

NAME AND ADDRESS OF AGENT:
A.W.G. Dewar, Inc.
4 Batterymarch Park
Quincy, MA 02169-7468

COUNTERSIGNED BY:

Attached to and forming part of Policy No. _____

Issued to _____
 (School or College)

Classes Commence _____ Last Day of Final Exams _____
 (Exclude Orientation and Registration Days and Early Sports Practice)

Except where otherwise specified the insurance provided becomes effective as of the date of the policy to which this schedule is attached.

STUDENT'S NAME ARRANGED ALPHABETICALLY SURNAME FIRST	GRADE	TOTAL SCHOOL FEE INSURED	PREMIUM EACH STUDENT	PERIOD OF ENROLLMENT	
				FROM	TO

It is agreed that the policy to which this endorsement is attached is amended by adding the following:

Coverage commences effective _____

Tuition Continuation Benefit

Upon the death of a parent or legal guardian of the Insured Student during the period of enrollment, as specified in the Tuition Fees Schedule, We agree, subject to the terms of this policy, to pay a benefit for fees paid or payable for the Insured Student who is enrolled at the School, according to the following benefit schedule:

- 1.) We will pay _____ % of the Insured Student's "Unearned Fees" for the current school year, regardless of whether he or she remains enrolled at your school.
- 2.) We will pay _____ % of the Insured Student's "Insured Fees" for the next _____ consecutive academic year(s) as long as he or she attends Your school.

DEFINITIONS:

"Insured Fees" for this benefit shall be found next to the Insured Student's name in the Tuition Fees Schedule attached to the policy at the time of the death of Insured Student's parent(s) or legal guardian(s).

"Unearned Fees" for this benefit is the portion of "Insured Fees" paid or payable to You by the Insured Student for the remaining time in the current school year after his or her parent(s) or legal guardian(s) death.

It is agreed that the policy to which this endorsement is attached, is amended by adding the following:

Coverage commences effective _____

STUDENT WITHDRAWAL/DISMISSAL BENEFIT

We agree, subject to the terms of this policy, to pay for claims made for the return of fees paid or payable for the attendance of the student at the School/College during the period of coverage. Benefits will be paid due to Your "dismissal" of the Insured Student or His or Her "withdrawal" from the School/College. A student's "dismissal" must be for scholastic or disciplinary reasons. His or Her "withdrawal" can be for any reason other than those excluded. The names of Your students and the amount of the fees We are insuring are listed in the Tuition Fees Schedule. This Schedule is attached to and made a part of this policy. At Our option, the benefit will be paid to either the Insured Student or His or Her legal guardian or to You for credit to His or Her account.

BENEFIT SCHEDULE

"Dismissal": In the event any Insured Student has attended the School/College for more than _____ consecutive days from the first "class day" of attendance and is dismissed by You for scholastic or disciplinary reasons, We will pay _____% of any "unearned fees" due to or from the Insured Student to, at Our option, either the said student or His or Her parent(s) or legal guardian or to You for His or Her credit.

"Withdrawal": In the event any Insured Student has attended the School/College for more than _____ consecutive days from the first "class day" of attendance and withdraws or is withdrawn for any reason other than those listed under the Exclusions, We will pay _____% of any "unearned fees" due to or from the Insured Student to, at Our option, either the said student or His or Her parent(s) or legal guardian or to You for His or Her credit.

EXCLUSIONS

We shall not be liable under this coverage:

- (1) if the Insured Student is dismissed or withdrawn from the School/College:
 - (a) because of being inducted or drafted into the armed forces or being assigned alternative duty in lieu of active military service by His or Her Draft Board. In this case, We will make a pro-rata refund of unearned premium.
 - (b) prior to or within the first _____ consecutive days after His or Her first "class day" of attendance. In this case, We will make a pro-rata refund of unearned premium.
- (2) if the Insured Student's "dismissal" or "withdrawal" from the School/College is caused or contributed to by:
 - (a) any hostile or warlike action in time of peace or war. This includes action in hindering, combating or defending against an actual, impending or expected attack.
 - (b) any rebellion, riot, civil commotion or action taken by a government authority in hindering, combating or defending against such an event.
 - (c) any order of a de jure or de facto governmental or sovereign power directed to the student.
 - (d) any nuclear reaction or radiation or radioactive contamination.

- (e) destruction of any of Your physical facilities due to any cause whatsoever.
 - (f) Your bankruptcy, insolvency or other financial instability. This must result in Your inability to operate and to provide formal academic instruction.
- (3) for temporary non-medical absences.
 - (4) for temporary suspension of the Insured Student or classes.
 - (5) for Your closing for any reason.
 - (6) for boycotting of classes by the Insured Student.
 - (7) for changes of the Insured Student status because of reduction in class schedule or for a change from resident to day student for any reason.
 - (8) for “withdrawal” or absence from class attendance for the balance of the period of enrollment, as specified in the Tuition Fees Schedule, due to completion of academic requirements or early graduation.

GENERAL CONDITIONS

Inspection of Records: We shall be permitted to examine and audit all of Your books and records on this policy at any reasonable time and from time to time. This permission shall extend to the later of:

- (a) one year after the termination of the policy; or
- (b) until final adjustment and settlement of all claims hereunder.

Investigation and Payment of Losses: We or Our agent shall be permitted to investigate all circumstances surrounding each “dismissal” or “withdrawal”. Payment made by Us prior to the completion of Our investigation shall not prejudice Our right of recovery under this policy; nor shall such payment commit Us to any liability.

Notice of “Dismissal” and “Withdrawal”: Upon the “dismissal” or “withdrawal” of an Insured Student, written notice must be given by the Insured Student or His or Her parent(s) or legal guardian and by You on His or Her behalf. It must be given to Us or to Our agent not later than 30 days after the “dismissal” or “withdrawal” from which the claim arises. Such notice shall contain particulars sufficient to identify the Insured Student. It must also contain obtainable information on the time, place and circumstances of the “dismissal” or “withdrawal”. If an Insured Student withdraws due to Sickness or Injury, such notice must include a Doctor’s written statement on a form provided by Us which medically certifies that the Sickness or Injury prevents the student from completing the term.

DEFINITIONS

“**Class day**” refers to days of formal academic instruction. It includes examination days but excludes days of pre-season athletic practice, orientation, registration and graduation.

“**Dismissal**” or “**Withdrawal**” means the complete severance from classes for the balance of the period of coverage.

“**Unearned fees**” is the portion of the insured fees paid or payable to You by the Insured Student for the remaining time in the current school year after His or Her “dismissal” or “withdrawal” from the School/College.

[Name of issuing company]
A Stock Company, [City, State, Zip Code]

RENEWAL NOTICE

In consideration of the payment of the renewal premium of _____ (_____ % of the fees paid or payable to You by each Insured Student or by the Parent(s) or Legal Guardian(s) of the Insured Student) We hereby agree to renew the policy (policies) issued to

for the term(s) specified below

Policy No. _____ Renewed from _____ to _____
Policy No. _____ Renewed from _____ to _____

(Term(s) will begin and end at 12:01 AM Standard Time, at Your address in the stated policy (policies).

[NAME OF ISSUING COMPANY]

Countersigned _____
(Resident Licensed Agent)

(if required)

G14611 02 99
Arkansas Amendment Rider

The policy to which this rider is attached is amended as follows:

The provision entitled **Legal Actions** is amended by substituting the reference “to three years” to read “five years”.

There are no other changes to the policy.

G78152 01 02

PRE-EXISTING CONDITIONS EXCLUSION

There is no coverage for any loss due to ["injury"], ["sickness"] or [death], if, [during the [180 days] preceding and including the coverage effective date,] there was medical care, advice, consultation or treatment received for the condition, or if symptoms of the condition were present, or if there was any adjustment of medication for the condition.

It is agreed that the policy to which this endorsement is attached, is amended by adding the following:

Coverage commences effective _____

STUDENT WITHDRAWAL/DISMISSAL BENEFIT

We agree, subject to the terms of this policy, to pay for claims made for the return of fees paid or payable for the attendance of the student at the School/College during the period of coverage. Benefits will be paid due to Your "dismissal" of the Insured Student or his or her "withdrawal" from the School/College. A student's "dismissal" must be for scholastic or disciplinary reasons. His or her "withdrawal" can be for any reason other than those excluded. The names of Your students and the amount of the fees We are insuring are listed in the Tuition Fees Schedule. This Schedule is attached to and made a part of this policy. At Our option, the benefit will be paid to either the Insured Student or his or her legal guardian or to You for credit to his or her account.

BENEFIT SCHEDULE

"Dismissal": In the event any Insured Student has attended the School/College for more than _____ consecutive days from the first "class day" of attendance and is dismissed by You for scholastic or disciplinary reasons, We will pay _____% of any unearned fees due to or from the Insured Student to, at our option, either the said student or his or her legal guardian or to You for his or her credit.

"Withdrawal": In the event any Insured Student has attended the School/College for more than _____ consecutive days from the first "class day" of attendance and withdraws or is withdrawn for any reason other than those listed under the Exclusions, We will pay _____% of any unearned fees due to or from the Insured Student to, at our option, either the said student or his or her guardian or to You for his or her credit.

"Elimination Period": _____ days

EXCLUSIONS

We shall not be liable under this coverage:

- (1) if the Insured Student is dismissed or withdrawn from the School/College:
 - (a) because of being inducted or drafted into the armed forces or being assigned alternative duty in lieu of active military service by his or her Draft Board. In this case We will make a pro-rata refund of unearned premium.
 - (b) prior to or within the first _____ consecutive days after his or her first "class day" of attendance. In this case, We will make a pro-rata refund of unearned premium.
- (2) if the Insured Student's "dismissal" or "withdrawal" from the School/College is caused or contributed to by:
 - (a) any hostile or warlike action in time of peace or war. This includes action in hindering, combating or defending against an actual, impending or expected attack.
 - (b) any rebellion, riot, civil commotion or action taken by a government authority in hindering, combating or defending against such an event.
 - (c) any order of a de jure or de facto governmental or sovereign power directed to the student.
 - (d) any nuclear reaction or radiation or radioactive contamination.
 - (e) destruction of any of Your physical facilities due to any cause whatsoever.

- (f) Your bankruptcy, insolvency, or other financial instability. This must result in Your inability to operate and to provide formal academic instruction.
- (3) for temporary non-medical absences.
- (4) for temporary suspension of the Insured Student or classes.
- (5) for Your closing for any reason.
- (6) for boycotting of classes by the Insured Student.
- (7) for changes of the Insured Student status because of reduction in class schedule or for a change from resident to day student for any reason.
- (8) for “withdrawal” or absence from class attendance for the balance of the period of enrollment, as specified in the Tuition Fees Schedule, due to completion of academic requirements or early graduation.

GENERAL CONDITIONS

Inspection of Records: We shall be permitted to examine and audit all of Your books and records on this policy at any reasonable time and from time to time. This permission shall extend to the later of:

- (a) one year after the termination of the policy; or
- (b) until final adjustment and settlement of all claims hereunder.

Investigation and Payment of Losses: We or Our agent shall be permitted to investigate all circumstances surrounding each “dismissal” or “withdrawal”. Payment made by us prior to the completion of our investigation shall not prejudice Our rights of recovery under this policy; nor shall such payment commit Us to any liability.

Notice of “Dismissal” and “Withdrawal”: Upon the “dismissal” or “withdrawal” of an Insured Student, written notice must be given by the Insured Student or his or her Guardian and by You on his or her behalf. It must be given to Us or to Our agent not later than 30 days after the “dismissal” or “withdrawal” from which the claim arises. Such notice shall contain particulars sufficient to identify the Insured Student. It must also contain obtainable information on the time, place and circumstances of the “dismissal” or “withdrawal”. If an Insured Student withdraws due to sickness or injury, such notice must include a doctor’s written statement on a form provided by us which medically certifies that the sickness or injury prevents the student from completing the term.

DEFINITIONS

“**Class day**” refers to days of formal academic instruction. It includes examination days but excludes days of pre-season athletic practice, orientation, registration, and graduation.

“**Dismissal**” or “**Withdrawal**” means the complete severance from classes for the balance of the period of coverage.

“**Elimination Period**” is the period after “Withdrawal” or “Dismissal” for which no benefit is payable by Us.

“**Unearned fees**” is the portion of the insured fees paid or payable to You by the Insured Student for the remaining time in the current school year after his or her “dismissal” or “withdrawal” from the School/College.

FRAUD STATEMENTS:

GENERAL STATEMENT

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and [NY: substantial] civil penalties. (Not applicable in CO, DC, FL, HI, MA, NE, OH, OK, OR, VT or WA; in LA, ME, and TN, insurance benefits may also be denied.)

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

WARNING: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN MASSACHUSETTS, NEBRASKA AND OREGON

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

APPLICABLE IN OHIO

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

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN VIRGINIA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

The undersigned hereby agrees to submit to Us or to Our agent within thirty (30) days after the first day of the school term as herein above specified: (1) a Schedule of Insured Students; and (2) payment of the premium calculated on the basis of the "Specifications" listed above.

Date _____

School/College

Signed By: _____

Title

G14220 11 09
COMPREHENSIVE TUITION PROTECTION INSURANCE

COVERAGE

We hereby agree, subject to the Benefit Schedule and other terms and conditions of this policy, to pay for loss of tuition and other school/college fees sustained by Your Insured Students due to their loss of academic time and any scholastic credit at the school. The loss of academic time and any scholastic credit must be due solely to a covered cause of loss. The names of Your students who are insured are listed in the Tuition Fees Schedule. This Schedule is attached to and made a part of this policy.

COVERED CAUSE OF LOSS

Disabling Injury(ies) or Sickness

If an Insured Student shall be disabled by reason of Injury or Sickness and is thereby continuously prevented from attending all scheduled classes for a period of time equal to or in excess of the Loss Duration Period, We will pay a benefit for that period of any such loss that exceeds the Elimination Period. The Loss Duration Period and the Elimination Period are as stated in the Benefit Schedule. During His or Her period of incapacity the Insured Student must be regularly treated by a Doctor. Notice to Us must include a Doctor's written statement which medically certifies that the Sickness or Injury prevents the student from attending all scheduled classes.

The daily benefit shall be computed on the basis stated in items 1, 2 and 3 of the Benefit Schedule.

EXCLUSIONS

Coverage does not apply to loss due to:

- (a) war or any act of war (whether declared or undeclared);
- (b) pregnancy and/or childbirth;
- (c) the use of any drug, narcotic or an agent which is similarly classed or has similar effects unless it is given by and while under the care and attendance of a Doctor;
- (d) taking part in a riot;
- (e) failure to attend classes for any reason other than an Injury or Sickness;
- (f) suicide or intentionally self-inflicted Injury or self-inflicted Sickness;
- (g) alcoholism or use of alcohol;

- (h) nuclear reaction, nuclear radiation or radioactive contamination.

CONDITIONS

A. Changes

No change in this policy shall be valid unless approved by one of Our executive officers and unless such approval be endorsed hereon and attached hereto. No agent has authority to change this policy or to waive any of its provisions.

B. Conformity with State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy is delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

C. Discontinuance of Insurance for an Insured Student

Insurance hereby provided for an Insured Student shall cease of its own accord on the day after the first of the following to occur:

- (1) the date when such Insured Student ceases to remain eligible for coverage as stated in this policy;
- (2) the last day of the period of time for which the last premium payment is made by such Insured Student;
- (3) the termination date of this policy;
- (4) the last day of academic instruction by You due to any cause. If the insurance ceases by reason of item (4) We will make a pro-rata refund of premium; or
- (5) benefits are paid under a Tuition Continuation Benefit Endorsement.

D. Eligibility -- Effective Date of Insurance

All of Your students, except classes not eligible, if any, are eligible for insurance as provided by this policy. Any classes not eligible are stated in Your application for this policy. Unless declined by written notice to Us or to You, insurance for each such eligible person shall start on the effective date of this policy provided that the premium has been paid within 10 days of his or her start of classes. Insurance for any person later becoming eligible shall start on the date the premium is received by You from the person.

Any person who does not pay the premium for this insurance within ten (10) days of the start of His or Her classes may become insured, subject to Our approval, at any time while remaining eligible by submitting to Us:

- (1) an application therefore;

- (2) such evidence of good health as We may require; and
- (3) the required premium.

The insurance for such person shall start on the first day of the next calendar month after We approve His or Her request and the evidence submitted. Any evidence of good health which We require shall be provided without expense to Us.

E. Entire Policy

This policy constitutes the entire contract between the parties, and no statement made by the School or by any Insured Student whose eligibility has been accepted by Us or Our agent shall be used in defense to a claim hereunder.

F. Grace Period

A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which grace period this policy shall continue in force, but the School shall be liable to Us or Our agent for the payment of the premium accruing for the period this policy continues in force.

G. Individual Certificate

When required by law, We will issue to You for delivery to each Insured Student an individual certificate. The certificate shall set forth:

- (1) the benefits provided by this policy;
- (2) to whom benefits are payable; and
- (3) the limitations of this policy as may pertain to each Insured Student.

H. Premium Payments

The payment of any premium to Us or to Our authorized agent shall not maintain this policy in force, except as stated in the Grace Period, beyond the date the next premium becomes due.

I. Records of Insurance

You shall keep a record of:

- (1) each Insured Student by name;
- (2) the amount and effective date of insurance;
- (3) the effective date of changes, if any; and
- (4) the date of and the reason for cessation of insurance.

Any of Your records which have a bearing on the insurance provided by this policy shall be open for Our inspection.

J. Renewal -- Termination Provision

At the end of a policy term, You may renew this policy for an additional term by paying the premium, unless not later than 30 days before the end of the term We give You written notice of Our intent not to renew this policy. Our written notice not to renew will be delivered to You or mailed to Your last known address. Our refusal to renew this policy at the end of any term shall be without prejudice to any claim originating prior thereto. Your premium for each renewal must be paid within the grace period. The premium will be based upon Our premium rates then in effect at the time of each renewal.

K. Termination of Disability

Disability and any loss covered under Part 1 of the Benefits section shall be deemed to have ended on the earliest of the following dates:

- (a) on the last day of the current period of the Insured Student's enrollment at Your facility.
- (b) on the date when He or She again starts to attend classes at any school or institution of learning during the policy term.
- (c) on the date when He or She becomes gainfully employed during the policy term.
- (d) on the date that the Insured Student ceases to be regularly treated by a Doctor.

LOSS CONDITIONS

L. Claim Forms

We or Our agent, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in this policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. Such proof must include a Doctor's written statement that medically certifies that the sickness or injury prevents the student from attending all scheduled classes.

M. Legal Actions

No legal action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

N. Notice of Claim

Written notice of claim must be given to Us or Our agent within 20 days after the occurrence or commencement of

any loss covered by this policy, or as soon thereafter as is reasonably possible. (Notice given by or on behalf of the claimant to the offices of A.W.G. Dewar with information sufficient to identify the Insured Student, shall be deemed notice to Us.)

O. Payment of Claims

All benefits will be payable as soon as We receive the proper written proof of loss.

At Our option, the benefits will be paid to the Insured Student, His or Her parent(s) or legal guardian(s) or to You for credit to His or Her account. Any payment made by Us in good faith shall fully discharge Us to the extent of such payment.

P. Physical Examination and Autopsy

We at Our own expense shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

Q. Proofs of Loss

Written proof of loss must be furnished to Us or Our agent within 90 days after the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Insured Student, later than one year from the time proof is otherwise required.

DEFINITIONS

“DSM-IV” is the Diagnostic and Statistical Manual of Mental Disorders Edition #4. Any subsequent editions of the same manual are included in this definition.

“Doctor” means any medical doctor (MD) or where required by law, any other medical practitioner in respect to services performed within the scope of the Doctor’s license. These services must be covered by the terms of this policy. The Doctor must be other than a member of the Insured Student’s family.

“Elimination Period” is the time at the beginning of a period of incapacity for which no benefit is payable by Us.

“Injury” means bodily injury caused by an accident. The accident must occur on or after the effective date of the Insured Student’s coverage under this policy and while it remains in force.

“Insured Student”, “His or Her” and “He or She” refers to Your students whose names are listed on the Tuition Fees Schedule attached to and made a part of this policy.

“Loss Duration Period” is the minimum period of time during which the Insured Student must be incapacitated and prevented from attending all scheduled classes to qualify for benefits.

“Riot” means all forms of violence, disorder or disturbance of the public peace by three or more persons assembled together. It does not matter whether they are acting with a common intent or that damage to person or property or unlawful acts is the intent or result of their action.

“Sickness” means a sickness or disease for which symptoms existed and medical advise or treatment was received after the effective date of an Insured Student’s coverage under this policy and while it remains in force.

“Taking part in a riot” means promoting, inciting, conspiring to promote or incite, aiding, abetting or all forms of taking part in a riot. It shall not include action taken in defense of the Insured Student, if such actions are not taken against persons seeking to maintain or restore law and order.

“We”, “Us” or “Our” refers to the Company providing this insurance.

“You” and “Your” refers to the Policyholder shown in the Declarations.

SERFF Tracking Number: CLTR-127792617 State: Arkansas
 Filing Company: Atlantic Specialty Insurance Company State Tracking Number: 50186
 Company Tracking Number: G14216 AR F/R
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: Tuition Reimbursement Program
 Project Name/Number: /

Rate Information

Rate data applies to filing.

Filing Method: Review and Approval
Rate Change Type: Neutral
Overall Percentage of Last Rate Revision: 0.000%
Effective Date of Last Rate Revision:
Filing Method of Last Filing:

Company Rate Information

Company Name:	Company Rate Change:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Atlantic Specialty Insurance Company	New Product	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
Product Type:	HMO	PPO	EPO	POS	HSA	HDHP	FFS	Other
Covered Lives:								
Policy Holders:								

SERFF Tracking Number: CLTR-127792617 State: Arkansas
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Product Name: Tuition Reimbursement Program
Project Name/Number: /

Rate Review Details

COMPANY:

Company Name: Atlantic Specialty Insurance Company
HHS Issuer Id: 00000
Product Names: Tuition Reimbursement Program
Trend Factors:

FORMS:

New Policy Forms: G14216 07 97, G14244 07 97, G14217 07 97, G14214 07 97, G14245 07 97, G14221 07 97, G14223 07 97,
G14224 07 97, G14260 07 97, G14611 02 99, G78152 01 02, G78155 02 02, G78197 01 08, G78198 01 08,
G14218 11 09, G14220 11 09

Affected Forms:

Other Affected Forms:

REQUESTED RATE CHANGE

INFORMATION:

Change Period: Other
Member Months: 0
Benefit Change: None
Percent Change Requested: Min: 0.0 Max: 0.0 Avg: 0.0

PRIOR RATE:

Total Earned Premium: 0.00
Total Incurred Claims: 0.00
Annual \$: Min: 0.00 Max: 0.00 Avg: 0.00

REQUESTED RATE:

Projected Earned Premium: 0.00

<i>SERFF Tracking Number:</i>	<i>CLTR-127792617</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Atlantic Specialty Insurance Company</i>	<i>State Tracking Number:</i>	<i>50186</i>
<i>Company Tracking Number:</i>	<i>G14216 AR F/R</i>		
<i>TOI:</i>	<i>H21 Health - Other</i>	<i>Sub-TOI:</i>	<i>H21.000 Health - Other</i>
<i>Product Name:</i>	<i>Tuition Reimbursement Program</i>		
<i>Project Name/Number:</i>	<i>/</i>		
Projected Incurred Claims:	0.00		
Annual \$:	Min: 0.00 Max: 0.00 Avg: 0.00		

SERFF Tracking Number: CLTR-127792617 State: Arkansas
 Filing Company: Atlantic Specialty Insurance Company State Tracking Number: 50186
 Company Tracking Number: G14216 AR F/R
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: Tuition Reimbursement Program
 Project Name/Number: /

Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 12/08/2011	Rate Filing Sheet	G14216 07 97, G14244 07 97, G14217 07 97, G14214 07 97, G14245 07 97, G14221 07 97, G14223 07 97, G14224 07 97, G14260 07 97, G14611 02 99, G78152 01 02, G78155 02 02, G78197 01 08, G78198 01 08, G14218 11 09, G14220 11 09	New		G14216 and G14220 College and University Tuition Protection Rate Filing_CW.pdf
Withdrawn 12/08/2011	Terrorism Rule		New		

SERFF Tracking Number: CLTR-127792617 State: Arkansas
 Filing Company: Atlantic Specialty Insurance Company State Tracking Number: 50186
 Company Tracking Number: G14216 AR F/R
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: Tuition Reimbursement Program
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	12/08/2011
Comments:		
Attachment: AR FLESCH CERTIFICATION.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	12/08/2011
Comments: Application is attached to the form schedule tab.		

	Item Status:	Status Date:
Satisfied - Item: Health - Actuarial Justification	Approved-Closed	12/08/2011
Comments:		
Attachment: Explanatory Memorandum - Tuition Refund - Countrywide.pdf		

	Item Status:	Status Date:
Bypassed - Item: Outline of Coverage	Approved-Closed	12/08/2011
Bypass Reason: Not applicable		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: PPACA Uniform Compliance Summary	Approved-Closed	12/08/2011
Bypass Reason: Not PPACA related.		
Comments:		

SERFF Tracking Number: CLTR-127792617 State: Arkansas
Filing Company: Atlantic Specialty Insurance Company State Tracking Number: 50186
Company Tracking Number: G14216 AR F/R
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: Tuition Reimbursement Program
Project Name/Number: /

Item Status:

Status

Date:

Satisfied - Item: Letter of Authorization

Approved-Closed

12/08/2011

Comments:

Attachment:

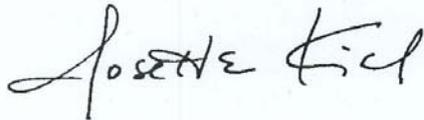
Third Party Authorization Letter.pdf

FLESCH CERTIFICATION

I, Josette Kiel, Chief Underwriting Officer, for Atlantic Specialty Insurance Company, certify that the forms listed below satisfy the standards of life and health insurance policy language simplification legislation. These forms were scored in their entirety.

Form Number	Title	Flesh Score
G14216 07 97	College and University Tuition Protection Policy	52.0
G14244 07 97	College and University Tuition Declarations	58.2
G14217 07 97	College and University Tuition Fees Schedule	53.7
G14214 07 97	College and University Protection Application	43.1
G14220 07 97	Comprehensive Tuition Protection Policy	51.3
G14245 07 97	Comprehensive Tuition Protection Fees Schedule	61.1
G14221 07 97	Comprehensive Tuition Protection Fees Schedule	55.8
G14218 07 97	Comprehensive Tuition Protection Application	46.5
G14223 07 97	Tuition Continuation Benefit Endorsement	52.9
G78152 07 97	Pre-Existing Conditions Exclusion	57.6
G78155 02 02	Student Withdrawal/Dismissal Benefit Endorsement	46.9
G14260 07 97	Renewal Notice	53.2
G14224 07 97	Student Withdrawal/Dismissal Benefit	53.3
G78197 01 08	Exclusion of Certified Acts of Terrorism	NA
G78198 01 08	Cap on Losses from Certified Acts of Terrorism	NA
G14611 02 99	Arkansas Amendment Rider	53.7

*We are requesting an exception to the mandatory flesch score of 40 for the two documents marked NA because it is industry standard language dealing with the Terrorism Risk Insurance Act.



Signature: _____

Josette Kiel
Chief Underwriting Officer



150 Royall Street
Canton, MA 02021
onebeacon.com

Date: September 27, 2011

To: State Insurance Departments

From: Josette Kiel

Subject: Filing Authority for Coulter and Associates, Inc.

I, Josette Kiel, an officer of Atlantic Specialty Insurance Company, have authorized Coulter and Associates, Inc., acting as our Contract Consultants, to file products and correspond with your Department on our behalf.

This Authorization is effective until September 27, 2012.

A handwritten signature in black ink that reads "Josette Kiel".

Officer Signature

Chief Underwriting Officer

Title

SERFF Tracking Number: CLTR-127792617 State: Arkansas
 Filing Company: Atlantic Specialty Insurance Company State Tracking Number: 50186
 Company Tracking Number: G14216 AR F/R
 TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
 Product Name: Tuition Reimbursement Program
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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)
11/03/2011	Rate and Rule	Terrorism Rule	12/07/2011	Tuition Refund-Terrorism Rule_MultiState_(AR, MA, PA, SC, TN, UT).pdf (Superseded)