

SERFF Tracking Number: MRKC-127021736 State: Arkansas
 Filing Company: Markel Insurance Company State Tracking Number: 48078
 Company Tracking Number: MSR126 (02/11)
 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.000 Health - Blanket Accident/Sickness
 Product Name: Student CAT Rider
 Project Name/Number: MSR126 (02/11)/MSR126 (02/11)

Filing at a Glance

Company: Markel Insurance Company

Product Name: Student CAT Rider

TOI: H04 Health - Blanket Accident/Sickness

Sub-TOI: H04.000 Health - Blanket Accident/Sickness

Filing Type: Form

SERFF Tr Num: MRKC-127021736 State: Arkansas

SERFF Status: Closed-Approved- Closed State Tr Num: 48078

Co Tr Num: MSR126 (02/11)

State Status: Approved-Closed

Authors: Katie Savino, Amy Geary, Sue Bogusz

Date Submitted: 02/23/2011

Reviewer(s): Rosalind Minor

Disposition Date: 03/02/2011

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: MSR126 (02/11)

Project Number: MSR126 (02/11)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Blanket

Filing Status Changed: 03/02/2011

State Status Changed: 03/02/2011

Created By: Katie Savino

Corresponding Filing Tracking Number: MRKC-126198745

PPACA: Not PPACA-Related

PPACA Notes: null

Filing Description:

The above referenced rider is being submitted for your review and approval. This form is revised and replaces the MSR126 (06/09) form previously approved by your Department on 06/30/2009 through SERFF Tracking Number: MRKC-126198745. We have made minor revisions to this form to better clarify underwriting intent and have included a redline comparison so you can quickly identify the changes. As mentioned in our previous filing, this rider will be issued in conjunction with previously approved blanket form series MSR100, et al., which was approved by your Department on

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Deemer Date:

Submitted By: Carol Depuy

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 03/21/1996.

The optional rider, MSR126, will be used to provide some expanded or additional benefits to blanket policyholders, who will: 1) provide the coverage for all eligible participants, and 2) pay the policy premium. These expanded/additional benefits have been requested by policyholders in your state, and availability of these additional benefits will allow us to better serve their needs.

Company and Contact

Filing Contact Information

Katie Savino, kjohnston@markelcorp.com
 4600 Cox Road 804-527-2700 [Phone] 7701 [Ext]
 Glen Allen, VA 23060 804-527-7915 [FAX]

Filing Company Information

Markel Insurance Company CoCode: 38970 State of Domicile: Illinois
 4600 Cox Road Group Code: 785 Company Type: Property &
 Casualty
 Glen Allen, VA 23060 Group Name: State ID Number:
 (800) 431-1270 ext. [Phone] FEIN Number: 36-3101262

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: 1 form at \$50 per form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Markel Insurance Company	\$50.00	02/23/2011	44984002

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/02/2011	03/02/2011

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Disposition

Disposition Date: 03/02/2011

Implementation Date:

Status: Approved-Closed

HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MRKC-127021736 State: Arkansas
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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	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	Redline Comparison MSR126 (06/09) vs. MSR126 (02/11)	Approved-Closed	Yes
Form	CATASTROPHIC ACCIDENT MEDICAL EXPENSE BENEFITS	Approved-Closed	Yes

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Form Schedule

Lead Form Number: MSR126 (02/11)

Schedule Item	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 03/02/2011	MSR126 (02/11)	Policy/Cont ract/Fratern al MEDICAL EXPENSE Certificate: BENEFITS Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: MSR126 (06/09) Previous Filing #: MRKC-126198745	30.700	MSR126 02- 11.pdf

MARKEL INSURANCE COMPANY

[POLICY NO:] [CERTIFICATE NO:] RIDER

CATASTROPHIC ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits for medical Expense when incurred by an Insured Person as a result of a Covered Accident subject to the following conditions:

- (1) the Insured Person must have been participating in a Covered Activity at the time of loss;
- (2) Our coverage will be excess to any other coverage that the Insured Person may have at the time of the Loss;
- (3) the Covered Accident has satisfied the Deductible Amount of [\$25,000 - \$1,000,000];
- (4) the first expense must be incurred within [0 - 156] consecutive weeks from the date of the Covered Accident.
- (5) maximum benefit period of [4-20] years.

Medical Expense means the Usual and Customary charges for:

- (a) Professional ambulance service for Medically Necessary transportation to and from a Hospital;
- (b) Medically Necessary Physician care and treatment;
- (c) Medically Necessary Hospital inpatient services, including room and board (not exceeding the semi-private room rate unless a private room is Medically Necessary);
- (d) Medically Necessary inpatient services and supplies, including intensive care services;
- (e) Medically Necessary out-patient and emergency room care and treatment;
- (f) Confinement in an Extended Care Facility;
- (g) Home Health Care;
- (h) Medical and surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Physician operating within the scope of his or her license;
- (i) Care and treatment of mental and nervous disorders by a Physician or licensed counselor; and
- (j) Treatment of subluxation or dislocation interference resulting from or is related to distortion or misalignment of the vertebral column.

Accident Medical Expense:

Coinsurance Percentage
Deductible Establishment Period
Hospital Room: Private or Semi-Private Room

[Extended Care Facility Per Policy Year]
[Home Health Care Per Policy Year]
Intensive or Special Care

[Chiropractic Benefit Per Policy Year]

[Treatment of Mental or Nervous Disorders]
[Physician's Fees:

Maximum Benefit:

[50%-100%]
[1-3 years]
average semi-private rate of hospital
in which confined
[\$100,000 - \$5,000,000]
[\$100,000 - \$5,000,000]
Usual & Reasonable Customary
Charges
[\$1,000 - \$25,000]

Amount per visit/visits per day/visits Per Policy Year]
[Inpatient Hospital]

[\$50-\$250] / 1 / 50
50 Days

Benefits are subject to Coinsurance Percentage and will not exceed the Maximum Benefit Limit of [\$250,000 - \$5,000,000].

“**Accident**” means a sudden, unexpected and unintended event, which is identifiable and caused solely by a physical force resulting in Injury to an Insured Person. Accident does not include a Loss due to disease or Sickness.

“**Covered Accident**” means an accident that occurs while the Insured Person is insured under this Policy [or certificate] and is participating in a Covered Activity.

“**Covered Accident Deductible Amount**” means the amount of medical Expenses and/or Rehabilitation Expenses, Incurred by the Insured Person as a result of a Covered Accident within the Deductible Establishment Period, that qualify as a Covered Loss under this policy or certificate, for which no benefits are payable under this policy or certificate.

“**Covered Activity**” means any activity which the Policyholder requires You to attend, or any activity of the Policyholder’s school which is under the sole control and supervision of the Policyholder.

“**Coinsurance Percentage**” means the percentage that We pay of covered Expenses Incurred by the Insured Person.

“**Custodial Care**” means assistance with activities of daily living that do not require trained medical professionals, whether in a residential care facility or at home, including help in walking, personal care, preparing meals and special diets and supervising use of medications.

“**Deductible Establishment Period**” means the time period, beginning from the date of the Covered Accident, in which the Deductible Amount must be satisfied.

“**Extended Care Facility**” means an institution providing for skilled nursing care, physical therapy and other services pursuant to applicable state law. To qualify as a medical Expense, the Insured Person’s confinement in an Extended Care Facility must: (1) start within [1-10] days after the Insured Person has been continuously confined in a Hospital as a result of a Covered Accident; (2) be for a treatment of the Injuries resulting from such Covered Accident; (3) be one during which a Physician visits the Insured Person at least once every [15-60] days; (4) be certified to be Medically Necessary by the attending Physician; and (5) not be for routine Custodial Care.

“**Incurred**” means Expenses, after all adjustments, for treatment, service, or purchase, which will be deemed Incurred on the date the treatment or service is rendered or the purchase occurs.

“**Policy Year**” means the year commencing with the effective date of this insurance policy.

[Catastrophic Accidental Death and Dismemberment Expense Benefit

Catastrophic Accidental Death and Dismemberment Insurance covers the Insured Person for a Loss which results from a Covered Accident. The Covered Accident must take place while the Insured Person is

insured under the Policy [or certificate]. The Loss must take place within [0 - 10] year(s) after the Covered Accident.

The most We will pay for all Losses to an Insured Person as the result of one Covered Accident is [\$1,000 - \$50,000]. Loss to hands and feet means severance at or above the wrist or ankle joints. Loss of sight or hearing means total and irrecoverable loss of sight or hearing. Loss of speech means total and irrevocable loss of speech which does not allow audible communication in any degree. Loss of thumb or finger means the complete severance through or above the metacarpophalangeal joint.

For Loss of:	Maximum Limit:
Life	[\$1,000 - \$50,000]
Both Hands or Both Feet	[\$1,000 - \$50,000]
Sight of Both Eyes	[\$1,000 - \$50,000]
One Hand and One Foot	[\$1,000 - \$50,000]
One Hand and the Sight of One Eye	[\$1,000 - \$50,000]
One Foot and the Sight of One Eye	[\$1,000 - \$50,000]
Speech and Hearing in Both Ears	[\$1,000 - \$50,000]
One Hand or One Foot	[\$ 500 - \$25,000]
The Sight of One Eye	[\$ 500 - \$25,000]
Speech or Hearing in Both Ears	[\$ 500 - \$25,000]
Hearing in One Ear	[\$ 250 - \$12,500]
Thumb and Index Finger of Same Hand	[\$ 250 - \$12,500]

[We will not pay for a Loss caused in any way by illness or disease except as provided under Loss of Life due to Heart or Circulatory Malfunctions Benefit.]

[Exposure and Disappearance Benefit]

If, by reason of a Covered Accident occurring while an Insured Person’s coverage is in force under this Policy [or certificate], the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy [or certificate], the loss will be covered under the terms of this Policy [or certificate].

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the Insured Person was an occupant while covered under this Policy [or certificate], then it will be deemed, subject to all other terms and provisions of this Policy [or certificate], that the Insured Person has suffered accidental death within the meaning of this Policy [or certificate]].

[Loss of Life due to Heart or Circulatory Malfunctions Benefit]

We will pay benefits for Heart or Circulatory Malfunctions, when the Insured Person suffers a loss of life as a result of Heart or Circulatory Malfunction relative to the first diagnosis, and within the Establishment Period. Benefits will not exceed the Maximum Benefit Limit of [\$1,000 - \$50,000].

“**Heart or Circulatory Malfunction**” means a disease or illness of the heart or circulatory system which: (a) is first diagnosed and treated while the Insured Person’s coverage under the Policy [or certificate] is in force, within [24 – 120] hours after participation in a Covered Activity; and (b) the Insured Person had not

before such participation in a Covered Activity been medically advised of, or received any medical treatment for such heart or circulatory malfunction.]

[CATASTROPHIC INJURY BENEFITS

We will pay benefits for Paralysis, Coma or Brain Death, when Incurred by an Insured Person as a result of a Covered Accident. The Paralysis, Coma or Brain Death must begin within [1 - 90] days of the date of Accident and continue for a period of [1 - 12] consecutive months. [Thereafter, [a lump sum benefit of [\$10,000-\$200,000], followed by] a yearly benefit of [\$2,500 - \$250,000] will be paid for the lifetime of the Insured Person, not to exceed [4 - 20] years, so long as the Insured Person remains Paralyzed, in a Coma, or has Incurred Brain Death.]

The Paralysis, Coma or Brain Death must be diagnosed by the attending Physician, and be medically determined to be permanent and irrecoverable at the end of this waiting period.

Benefit:	Maximum Limit:
Coma	[\$50,000 - \$1,000,000]
Brain Death	[\$50,000 - \$1,000,000]
Paralysis – Loss of:	
Both upper and lower limbs	[\$50,000 - \$1,000,000]
Both lower limbs	[\$50,000 - \$1,000,000]
One lower limb and One upper limb	[\$50,000 - \$1,000,000]
One lower limb or One upper limb	[\$50,000 - \$1,000,000]

“**Coma**” means a profound state of irreversible unconsciousness from which the Insured Person, through powerful stimulation, is not likely to be aroused. This condition must be diagnosed and regularly treated by a Physician.

“**Paralysis/Paralyzed**” means an irreversible and complete inability to move one or more limbs as a result of neurological damage. This condition must be diagnosed and regularly treated by a Physician.

“**Brain Death**” means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.]

[CATASTROPHIC INJURY EXTENDED BENEFITS

We will pay benefits for Paralysis, Coma or Brain Death, when Incurred by an Insured Person as a result of a Covered Accident. The Paralysis, Coma or Brain Death must begin within [1 - 90] days of the date of Accident and continue for a period of [1 - 12] consecutive months.

Adjustment Expense Benefit

We will pay benefits for Adjustment Expense when incurred by Immediate Family Members of the Insured Person who sustained a Total or Presumptive Disability as a result of a Covered Accident.

Adjustment Expenses are the Usual and Customary charges incurred for:

- (a) the Usual and Customary charges for training a member of the Immediate Family of the Insured Person to perform rehabilitative or custodial functions necessary to the care of the Insured Person; the training must occur during the first [6 - 24] months after the Covered Accident;
- (b) the travel Expense by the Insured Person's Immediate Family members between their home and the Insured Person's place of treatment which:
 - (1) occurs during the first [6 - 24] months after the Covered Accident;
 - (2) if by air, is on regularly scheduled commercial flights.

Family travel is limited by not more than two members of the Insured Person's Immediate Family at one time and limited to travel to and from the location at which the Insured Person is receiving treatment in a Hospital or Rehabilitation Facility. Family travel by personal auto is reimbursed at mileage rates used by the Internal Revenue Service.

- (c) lost earnings by the Insured Person's parents or spouse, due to and in connection with a Covered Accident.

Lost earnings of one parent or the spouse of the Insured Person will be reimbursed up to the lesser of the amount [\$1 - \$25,000], or a percentage of the average weekly wage for the year preceding the Covered Accident, and up to [1 - 52] weeks.

Benefits will not exceed the Maximum Benefit Limit of [\$25,000 - \$500,000].

"Immediate Family" means the parents, legal guardian, siblings, spouse or children of the Insured Person.

"Presumptive Disability" means the entire and irrecoverable loss of sight of both eyes, speech or hearing in both ears or the entire and irrecoverable loss of any two limbs, hands or feet provided such loss or loss of use occurs within one year from the date of Injury.

"Rehabilitation Facility" means a licensed institution that has a transfer agreement with a hospital and is primarily engaged in providing comprehensive multi-disciplinary physical restorative services, post-acute hospital and rehabilitative inpatient care, and is duly licensed by the appropriate government agency to provide such services. It does not include institutions that provide only minimal care, Custodial Care, ambulatory or part-time care services or an institution that primarily provides treatment of mental/nervous disorders, substance abuse or tuberculosis, except if such facility is licensed, certified or approved as a rehabilitation facility for the treatment of mental/nervous conditions or substance abuse in the jurisdiction it is located, or is accredited as such by the Joint Commission for the Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.

Family Counseling Benefit

We will pay benefits for Medically Necessary Family Counseling for the Insured Person's Immediate Family by a Physician or any licensed counselor, when incurred as a result of an Insured Person's Covered Accident. Such counseling must be rendered during the [12 - 36] month period following the date of the Injury to the Insured Person. [We will pay a maximum amount of [\$25 - \$500] per visit per member of the Immediate Family, up to a maximum number of [1 -50] visits.] Benefits will not exceed the Maximum Benefit Limit of [\$1,000 - \$25,000].

Adaptation Expense Benefit

We will pay benefits for Home or Living Adaptations when incurred by an Insured Person as a result of a Covered Accident. The Insured Person must be Totally or Presumptively Disabled. Benefits will not exceed the Maximum Benefit Limit of [\$25,000 - \$200,000].

Adaptation items or modifications must be:

- (a) Recommended and approved by a Legally Qualified Physician and pre-certified by Us; and
- (b) Necessary to accommodate the physical disability of the Insured Person as a result of a Covered Accident.

Ancillary Sickness or Injury Expense Benefit

We will pay benefits for Ancillary Sickness or Injury sustained by the Insured Person while the Insured Person is receiving Total Disability Benefits under this Policy [or certificate]. Ancillary Sickness or Injury Expense Benefit payments are subject to any [Coinsurance Percentage of [50% - 100%]] [Deductible amount of [\$1,000 - \$5,000]], Ancillary Sickness or Injury Maximum Benefit Limit of [\$1,000 - \$200,000] and any applicable Policy Aggregate Maximum of [\$250,000 - \$5,000,000].

“**Ancillary Sickness or Injury**” means an accidental bodily injury sustained by an Insured Person while he or she is receiving Total Disability Benefits and which results from a separate Accident unrelated to the Covered Accident; or a Sickness suffered by an Insured Person which manifests itself while he or she is receiving benefits under this Policy [or certificate] due to Total Disability and which is unrelated to the Covered Accident.

Any expense not covered under Accident Medical Expense Benefit will not be considered a Covered Ancillary Expense under the Ancillary Sickness or Injury Expense Benefit.

Disability Benefit

We will pay benefits for Disability, less any Other Income Benefits, when an Insured Person is Totally Disabled or Partially Disabled as described below, as a result of and from no other cause but, a Covered Accident. Benefits for both Total Disability and Partial Disability will not exceed the Maximum Benefit Limit of [\$25,000 - \$300,000].

a. Total Disability Benefits:

We will pay a Total Disability Benefit of [\$500 - \$2,500] per month up to a maximum period of [4 - 20] years. The Insured Person’s Total Disability must:

- (1) be a direct result of, and from no other cause but, a Covered Accident; and
- (2) begin within the time period [1 - 26] weeks.

Benefits for Total Disability will end on the earliest of the date:

- (1) the Insured Person is no longer Totally Disabled;
- (2) Monthly Disability Benefits have been paid for the Benefit Period;
- (3) the Insured Person fails to provide proof of continuing Total Disability when requested;
- (4) the Insured Person is entitled to and is receiving Partial Disability Benefits; and
- (5) the Insured Person dies.

“Benefit Period” means the time during which an Insured Person’s Incurred Expense for a Covered Injury [or the start of the first treatment of Sickness] is eligible for reimbursement. The Benefit Period begins on the date of the Injury [, or the first treatment of Sickness] and ends on the last day of the Benefit Period.

“Total Disability or Totally Disabled” means a loss as a direct result, and from no other cause, from a Covered Accident that an Insured Person suffers the permanent loss of: (1) speech; (2) hearing in both ears; (3) sight in both eyes; (4) use of both arms; (5) use of both legs; (6) use of one arm and one leg; or (7) motor or cognitive function resulting from brain stem or other neurological Injury when that permanent loss results in the Insured Person’s inability to perform three or more Activities of Daily Living.

The permanent loss also means that the Insured Person: (a) during the Initial Benefit Period, which begins on the date of the Covered Accident, is unable to engage in substantially the same activities as a person of like age and sex; or (b) during the Subsequent Benefit Period, which begins on the day following the date of the Initial Benefit Period and ends when Total Disability benefits terminate, is unable to engage in any gainful occupation or employment for which he is or may become reasonably fitted by education, training or experience.

Activities of Daily Living are:

- (1) mobility, moving from one place to another by means of walking or wheelchair usage. Walking means walking on a level surface, with or without equipment. Wheelchair usage means using a wheelchair most or all of the time to move on a level surface;
- (2) dressing, putting on and taking off all necessary items of clothing, including braces and artificial limbs;
- (3) toileting, cleansing self after elimination and adjusting clothing before and after using the toilet;
- (4) transferring, getting in or out of a bed, chair or other seat with or without equipment;
- (5) feeding, getting food into the body, by any means, after it has been prepared and made available to the Insured Person.

b. Partial Disability Benefits:

We will pay Partial Disability Benefit of [\$500 - \$2,500] per month up to a maximum period of [4 - 20] years. Partial Disability Benefit will be paid to an Insured Person who is Partially Disabled following a period of Total Disability for which We paid Total Disability Benefits, if:

- (1) Partial Disability results from the same Covered Accident which caused the immediate preceding period of Total Disability; and
- (2) The Insured Person was receiving benefits for Total Disability immediately prior to the period of Partial Disability.

An Insured Person who recovers from Partial Disability and again becomes Partially Disabled can resume receiving Partial Disability Benefits, subject to the following conditions:

- (1) the Insured Person’s Average Gross Monthly Earnings must fall below [\$500 - \$2,500] per month for [1 - 12] consecutive months; and
- (2) the loss of Average Gross Monthly Earnings must result directly from the same Covered Accident.

Benefits for Partial Disability will end on the earliest of the date:

- (1) the Insured Person is no longer Partially Disabled;
- (2) Total and Partial Monthly Disability Benefits have been paid for the Benefit Period;
- (3) The Insured Person's Average Gross Monthly Earnings exceed [\$500 - \$2,500] for [1 - 12] consecutive months;
- (4) the Insured Person fails to provide proof of continuing Partial Disability when requested; and
- (5) the Insured Person dies.

“Partial Disability” means the inability of an Insured Person who is engaged in an occupation, following a period of Total Disability for which benefits were paid under this Policy [or certificate], to perform all of the material duties of that occupation and to earn [\$500 - \$2,500] or more in gross earnings per month. Partial Disability must be the result of the same Covered Accident for which Total Disability benefits were payable.

College Education Benefit

We will pay benefits for College Education as described below, up to a Maximum Benefit Limit of [\$25,000 - \$250,000], for an Insured Person to complete his undergraduate degree.

The Insured Person must enroll in or resume study within [4 - 20] years of the date of the Covered Accident, but no later than the end of the Disability Benefit Period. Benefits will be reduced by any scholarships or financial aid the Insured Person receives. Benefits will be paid directly to the School as payment becomes due.

Expenses covered are: tuition, student fees, books and on-campus or off-campus room and board. If the Insured Person does not reside on-campus, We will pay the lesser of the actual room and board cost and the typical on-campus room and board cost.

Expenses not covered are: any cost for modification or alteration of special accommodations necessitated by the Total Disability.

Payments will terminate on the earliest of:

1. the date the Insured Person completes the requirements for any undergraduate degree;
2. the [4th – 20th] year anniversary of the date payment under the College Education Expense Benefit began;
3. the date the Insured Person is no longer Presumptively Disabled;
4. the date the Insured Person dies.]

“Coma” means a profound state of irreversible unconsciousness from which the Insured Person, through powerful stimulation, is not likely to be aroused. This condition must be diagnosed and regularly treated by a Physician.

“Paralysis/Paralyzed” means an irreversible and complete inability to move one or more limbs as a result of neurological damage. This condition must be diagnosed and regularly treated by a Physician.

“Brain Death” means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.

Policy Limit: The maximum amount for which We are liable to pay on behalf of an Insured Person is [\$250,000 - \$5,000,000].

Aggregate Limit of Liability: The maximum amount for which We are liable to pay on behalf of an Insured Person for all benefits under this policy [or certificate] due to any one Covered Accident is [\$250,000 - \$6,000,000].

This rider is attached to and becomes a part of the policy [or certificate]



President



Secretary

[Markel Insurance Company]
4600 Cox Road, Glen Allen, VA
23060]

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Rate data does NOT apply to filing.

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	03/02/2011
Comments:		
Attachment: AR Readability Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved-Closed	03/02/2011
Comments:		
Attachment: MSR123-CAT.pdf		

	Item Status:	Status Date:
Bypassed - Item: PPACA Uniform Compliance Summary	Approved-Closed	03/02/2011
Bypass Reason: N/A- Not major medical insurance.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter	Approved-Closed	03/02/2011
Comments:		
Attachment: Cover letter.pdf		

	Item Status:	Status Date:
Satisfied - Item: Redline Comparison MSR126 (06/09) vs. MSR126 (02/11)	Approved-Closed	03/02/2011

SERFF Tracking Number: *MRKC-127021736* *State:* *Arkansas*
Filing Company: *Markel Insurance Company* *State Tracking Number:* *48078*
Company Tracking Number: *MSR126 (02/11)*
TOI: *H04 Health - Blanket Accident/Sickness* *Sub-TOI:* *H04.000 Health - Blanket Accident/Sickness*
Product Name: *Student CAT Rider*
Project Name/Number: *MSR126 (02/11)/MSR126 (02/11)*

Comments:

Attachment:

WS_BinaryComparison_MSR126 (06.09)-MSR126 02-11.pdf



MARKEL INSURANCE COMPANY

4600 Cox Road Glen Allen, Virginia 23060-9817 P.O. Box 3870, Glen Allen, Virginia 23058-3870
(804) 527-2700 (800) 431-1270 Fax (804) 527-7915

FLESCH READABILITY CERTIFICATION

The forms listed below are not meeting the minimum reading score established by the State of Arkansas. These forms qualify to be exempt under 23-80-207. It is our intent that these forms are readable, understandable and accurate, but in some cases however, medical terminologies typical of the Accident and Health Policy and any words which are defined in the policy or form may cause the score to be lower.

FORM NUMBER

FLESCH SCORE

MSR126 (02/11)

30.1

A handwritten signature in black ink, appearing to read "Mark Nichols".

Mark Nichols
Vice President
Markel Insurance Company

02/22/2011

Date



Catastrophic Accident Medical Insurance [2011-2012] Application

I. Policyholder Information:

Name of Policyholder: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact Person: _____ Title: _____

Email Address: _____ Website: _____

II. Effective Date of Policy: _____

III. Select the Plan Participants to be insured under this policy:

- Class 1 – All enrolled students for all school related activities
- Class 2 – All interscholastic sports including cheerleading
- Class 3 – Includes Class 2 plus intramural sports, PE classes, and all non-sport extracurricular activities

IV. Select the Coverage desired:

- Catastrophic Accident Medical (Minimum Premium: \$500)
- Catastrophic Accident Medical with Football (Minimum Premium: \$500)
- Catastrophic Accident Medical with Extended Benefits Option (Minimum Premium: \$750)
- Catastrophic Accident Medical with Extended Benefits Option and Football (Minimum Premium: \$750)

V. Premium Computation: See Premium Rate sheet for rate.

Grade Level	# of Student/School	X	Rate per student/School	=	Premium
Elementary	_____	X	\$ _____	=	\$ _____
Middle / Jr. High	_____	X	\$ _____	=	\$ _____
Senior High	_____	X	\$ _____	=	\$ _____
Total Premium					\$ _____
Minimum Premium if greater than calculated premium <i>(from section IV above)</i>					\$ _____

VI. Signature & Confirmation:

(Coverage is not bound until application is received and accepted by Market)

I hereby certify that to the best of my knowledge and belief, the information provided is true and correct, and that no information which materially affects this insurance has been withheld.

Fraud Warning: Any person who knowingly and with intent to defraud any insurance company or other 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.

Policyholder Representative

Printed Name: _____

Printed Title: _____

Signature: _____

Signature Date: _____

Agent

Agency Name: _____

Printed Name of Agent: _____

Signature: _____



MARKEL INSURANCE COMPANY

4600 Cox Road Glen Allen, Virginia 23060-9817 P.O. Box 3870, Glen Allen, Virginia 23058-3870
(804) 527-2700 (800) 431-1270 Fax (804) 527-7915

February 22, 2011

Arkansas Insurance Department
Life and Health Division
1200 West Third Street
Little Rock, AR 72201-1904

RE: Markel Insurance Company, NAIC# 38970
Blanket Accident and Health Policy - Special Risk (MSR100, et al.)
Optional Rider: MSR126 (02/11) - Catastrophic Accident Medical Expense Benefits Rider

Dear Commissioner:

The above referenced rider is being submitted for your review and approval. This form is revised and replaces the MSR126 (06/09) form previously approved by your Department on 06/30/2009 through SERFF Tracking Number: MRKC-126198745. We have made minor revisions to this form to better clarify underwriting intent and have included a redline comparison so you can quickly identify the changes. As mentioned in our previous filing, this rider will be issued in conjunction with previously approved blanket form series MSR100, et al., which was approved by your Department on 03/21/1996.

The optional rider, MSR126, will be used to provide some expanded or additional benefits to blanket policyholders, who will: 1) provide the coverage for all eligible participants, and 2) pay the policy premium. These expanded/additional benefits have been requested by policyholders in your state, and availability of these additional benefits will allow us to better serve their needs.

Since Markel Insurance Company considers this submission to contain proprietary information, we request that it be kept confidential to the extent permissible by the law of the state.

We endeavor to comply with all state requirements and we trust that we have fulfilled all the terms satisfactorily. We look forward to your review and approval of these forms and the opportunity to offer these additional benefits to the residents of Arkansas. If you have any questions, please call or email me at the address below.

Thank you for your attention and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Katie Savino".

Katie Savino

Regulatory Compliance Specialist, Markel Accident & Health Division
Tel. (800) 431-1270 Ext. 7701; Direct: (804) 527-7701; E-mail:ksavino@markelcorp.com

MARKEL INSURANCE COMPANY

[POLICY NO:] [CERTIFICATE NO:] RIDER

CATASTROPHIC ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits for medical Expense when incurred by an Insured Person as a result of a Covered Accident subject to the following conditions: (1) the Insured Person must have been participating in a Covered Activity at the time of loss; (2) Our coverage will be excess to any other coverage that the Insured Person may have at the time of the Loss; (3) the Covered Accident has satisfied the Deductible Amount of [\$25,000 - \$1,000,000]; (4) ~~+~~ the first expense must be incurred within [0 - 156] consecutive weeks from the date of the Covered Accident. ~~+~~

(5) maximum benefit period of [~~4-~~1520] years.

Medical Expense means the Usual and Customary charges for: (a) Professional ambulance service for Medically Necessary transportation to and from a Hospital; (b) Medically Necessary Physician care and treatment; (c) Medically Necessary Hospital inpatient services, including room and board (not exceeding the semi-private room rate unless a private room is Medically Necessary); (d) Medically Necessary inpatient services and supplies, including intensive care services; (e) Medically Necessary out-patient and emergency room care and treatment; (f) Confinement in an Extended Care Facility; (g) Home Health Care; (h) Medical and surgical services, prescription drugs, and other medical supplies commonly used for therapeutic or diagnostic services, which are Medically Necessary and prescribed by a Physician operating within the scope of his or her license; (i) Care and treatment of mental and nervous disorders by a Physician or licensed counselor; and (j) Treatment of subluxation or dislocation interference resulting from or is related to distortion or misalignment of the vertebral column.

Accident Medical Expense:

Coinsurance Percentage

Deductible Establishment Period

Room: Private or Semi-Private Room

rate of hospital in which confined [Extended Care Facility Per Policy Year]

\$5,000,000] [Home Health Care Per Policy Year]

\$5,000,000] Intensive or Special Care

Customary Charges ~~Maximum~~ [Chiropractic Benefit Per Policy Year] [\$1,000 -

\$25,000] ~~Maximum Physical Therapy benefit Per Policy Year~~ [~~\$1,000 - \$25,000~~]

[Treatment of Mental or Nervous Disorders ~~[\$1,000 - \$25,000]~~]

[Physician's Fees:

Amount per visit/visits per day/visits Per Policy Year]

Hospital]

Maximum Benefit:

[50%-100%]

[1-3 years] Hospital
average semi-private

[\$100,000 -

[\$100,000 -

Usual & Reasonable

[\$1,000 -

~~[\$1,000 - \$25,000]~~

[\$50-\$250] / 1 / [~~1-~~50] [Inpatient

~~1-50~~ days]Days

Benefits are subject to Coinsurance Percentage and will not exceed the Maximum Benefit Limit of [\$250,000 - \$5,000,000].

“**Accident**” means a sudden, unexpected and unintended event, which is identifiable and caused solely by a physical force resulting in Injury to an Insured Person. Accident does not include a Loss due to disease or Sickness.

“**Covered Accident**” means an accident that occurs while the Insured Person is insured under this Policy [or certificate] and is participating in a Covered Activity.

“**Covered Accident Deductible Amount**” means the amount of medical Expenses and/or Rehabilitation Expenses, Incurred by the Insured Person as a result of a Covered Accident within the Deductible Establishment Period, that qualify as a Covered Loss under this policy or certificate, for which no benefits are payable under this policy or certificate.

“**Covered Activity**” means any activity which the Policyholder requires You to attend, or any activity of the Policyholder’s school which is under the sole control and supervision of the Policyholder.

“**Coinsurance Percentage**” means the percentage that We pay of covered Expenses Incurred by the Insured Person.

“**Custodial Care**” means assistance with activities of daily living that do not require trained medical professionals, whether in a residential care facility or at home, including help in walking, personal care, preparing meals and special diets and supervising use of medications.

“**Deductible Establishment Period**” means the time period, beginning from the date of the Covered Accident, in which the Deductible Amount must be satisfied.

“**Extended Care Facility**” means an institution providing for skilled nursing care, physical therapy and other services pursuant to applicable state law. To qualify as a medical Expense, the Insured Person’s confinement in an Extended Care Facility must: (1) start within [1-10] days after the Insured Person has been continuously confined in a Hospital as a result of a Covered Accident; (2) be for a treatment of the Injuries resulting from such Covered Accident; (3) be one during which a Physician visits the Insured Person at least once every [15-60] days; (4) be certified to be Medically Necessary by the attending Physician; and (5) not be for routine Custodial Care.

“**Incurred**” means Expenses, after all adjustments, for treatment, service, or purchase, which will be deemed Incurred on the date the treatment or service is rendered or the purchase occurs.

“**Policy Year**” means the year commencing with the effective date of this insurance policy.

~~“**Physical Therapy**” means any form of therapeutic treatment, whether by machine or hand, by use of exercise, massage, adjustment, heat or cold, air, light, water, electricity or sound administered by a Physician.~~

Catastrophic Accidental Death and Dismemberment Expense Benefit

Catastrophic Accidental Death and Dismemberment Insurance covers the Insured Person for a Loss which results from a Covered Accident. The Covered Accident must take place while the Insured Person is insured under the Policy [or certificate]. The Loss must take place within [0 - 10] ~~years~~year(s) after the

Covered Accident.

The most We will pay for all Losses to an Insured Person as the result of one Covered Accident is [\$1,000 - \$50,000]. Loss to hands and feet means severance at or above the wrist or ankle joints. Loss of sight or hearing means total and irrecoverable loss of sight or hearing. Loss of speech means total and irrevocable loss of speech which does not allow audible communication in any degree. Loss of thumb or finger means the complete severance through or above the metacarpophalangeal joint.

For Loss of:	Maximum Limit:
Life	[\$1,000 - \$50,000]
Both Hands or Both Feet	[\$1,000 - \$50,000]
Sight of Both Eyes	[\$1,000 - \$50,000]
One Hand and One Foot	[\$1,000 - \$50,000]
One Hand and the Sight of One Eye	[\$1,000 - \$50,000]
One Foot and the Sight of One Eye	[\$1,000 - \$50,000]
Speech and Hearing in Both Ears	[\$1,000 - \$50,000]
One Hand or One Foot	[\$ 500 - \$25,000]
The Sight of One Eye	[\$ 500 - \$25,000]
Speech or Hearing in Both Ears	[\$ 500 - \$25,000]
Hearing in One Ear	[\$ 250 - \$12,500]
Thumb and Index Finger of Same Hand	[\$ 250 - \$12,500]

~~We will not pay for a Loss caused in any way by:~~ We will not pay for a Loss caused in any way by illness or disease except as provided under Loss of Life due to Heart or Circulatory Malfunctions Benefit.

~~(a) Infections except pyogenic or bacterial infections caused wholly by a Covered Accident; (b) ——— Illness or disease or medical or surgical treatment thereof, including diagnosis thereof, except: (i) as may be specifically provided for in the policy [or certificate]; (ii) as may result from an Injury sustained in a Covered Accident; (iii) a cardiovascular Accident, stroke or other similar traumatic event caused by exertion while participating in a Covered Activity; (iv) the aggravation of a condition such as tendonitis, strains, sprains or other similar conditions caused by exertion while participating in a Covered Activity; (c) Loss resulting from Air travel, except as a fare-paying passenger on a commercial airline; (d) Injury resulting from any declared or undeclared war; (e) Injury due to participation in a riot or felony; or (f) ——— Suicide; attempted suicide or intentional self-inflicted injury.~~

Exposure and Disappearance Benefit

If, by reason of a Covered Accident occurring while an Insured Person’s coverage is in force under this Policy [or certificate], the Insured Person is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under this Policy [or certificate], the loss will be covered under the terms of this Policy [or certificate].

If the body of an Insured Person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the Insured Person was an occupant while covered under this Policy [or certificate], then it will be deemed, subject to all other terms and provisions of this Policy [or certificate], that the Insured Person has suffered accidental death within the meaning of this Policy [or certificate].

Loss of Life due to Heart or Circulatory Malfunctions Benefit

We will pay benefits for Heart or Circulatory Malfunctions, when the Insured Person suffers a loss of life as a result of Heart or Circulatory Malfunction relative to the first diagnosis, and within the Establishment Period ~~of [24 hours]~~. Benefits will not exceed the Maximum Benefit Limit of [\$1,000 - \$50,000].

“**Heart or Circulatory Malfunction**” means a disease or illness of the heart or circulatory system which: (a) is first diagnosed and treated while the Insured Person’s coverage under the Policy [or certificate] is in force, within [24 – 120] hours after participation in a Covered Activity; and (b) the Insured Person had not before such participation in a Covered Activity been medically advised of, or received any medical treatment for such heart or circulatory malfunction.]

[CATASTROPHIC INJURY BENEFITS

We will pay benefits for Paralysis, Coma or Brain Death, when Incurred by an Insured Person as a result of a Covered Accident. The Paralysis, Coma or Brain Death must begin within [1 - 90] days of the date of Accident and continue for a period of [1 - 12] consecutive months. [Thereafter, [a lump sum benefit of [\$10,000-\$200,000], followed by] a yearly benefit of [\$2,500 - \$250,000] will be paid for the lifetime of the Insured Person, not to exceed [4 - ~~15~~20] years, so long as the Insured Person ~~remain~~remains Paralyzed, in a Coma, or has Incurred Brain Death.]

The Paralysis, Coma or Brain Death must be diagnosed by the attending Physician, and be medically determined to be permanent and irrecoverable at the end of this waiting period.

Benefit:	Maximum Limit:
Coma	[\$50,000 - \$1,000,000]
Brain Death	[\$50,000 - \$1,000,000]
Paralysis – Loss off <u>of: Both upper and lower limbs</u>	[\$50,000 - \$1,000,000]
Both upper and lower limbs	[\$50,000 - \$1,000,000]
Both lower limbs	[\$50,000 - \$1,000,000]
One lower limb and One upper limb	One lower limb and
<u>One upper limb</u>	[\$50,000 - \$1,000,000]
One lower limb or One upper limb	[\$50,000 - \$1,000,000]

“**Coma**” means a profound state of irreversible unconsciousness from which the Insured Person, through powerful stimulation, is not likely to be aroused. This condition must be diagnosed and regularly treated by a Physician.

“**Paralysis/Paralyzed**” means an irreversible and complete inability to move one or more limbs as a result of neurological damage. This condition must be diagnosed and regularly treated by a Physician.

“**Brain Death**” means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.]

[CATASTROPHIC INJURY EXTENDED BENEFITS

We will pay benefits for Paralysis, Coma or Brain Death, when Incurred by an Insured Person as a result of a Covered Accident. The Paralysis, Coma or Brain Death must begin within [1 - 90] days of the date of Accident and continue for a period of [1 - 12] consecutive months.

Adjustment Expense Benefit

We will pay benefits for Adjustment Expense when incurred by Immediate Family Members of the Insured Person who sustained a Total or Presumptive Disability as a result of a Covered Accident.

Adjustment Expenses are the Usual and Customary charges incurred for:

- (a) the Usual and Customary charges for training a member of the Immediate Family of the Insured Person to perform rehabilitative or custodial functions necessary to the care of the Insured Person; the training must occur during the first [6 - 24] months after the Covered Accident;
- (b) the travel Expense by the Insured Person's Immediate Family members between their home and the Insured Person's place of treatment which: (1) occurs during the first [6 - 24] months after the Covered Accident; (2) if by air, is on regularly scheduled commercial flights.

Family travel is limited by not more than two members of the Insured Person's Immediate Family at one time and limited to travel to and from the location at which the Insured Person is receiving treatment in a Hospital or Rehabilitation Facility. Family travel by personal auto is reimbursed at mileage rates used by the Internal Revenue Service.

- (c) lost earnings by the Insured Person's parents or spouse, due to and in connection with a Covered Accident.

Lost earnings of one parent or the spouse of the Insured Person will be reimbursed up to the lesser of the amount [\$1 - \$25,000], or a percentage of the average weekly wage for the year preceding the Covered Accident, and up to [1 - 52] weeks.

Benefits will not exceed the Maximum Benefit Limit of [\$25,000 - \$500,000].

"Immediate Family" means the parents, legal guardian, siblings, spouse or children of the Insured Person.

"Presumptive Disability" means the entire and irrecoverable loss of sight of both eyes, speech or hearing in both ears or the entire and irrecoverable loss of any two limbs, hands or feet provided such loss or loss of use occurs within one year from the date of Injury.

"Rehabilitation Facility" means a licensed institution that has a transfer agreement with a hospital and is primarily engaged in providing comprehensive multi-disciplinary physical restorative services, post-acute hospital and rehabilitative inpatient care, and is duly licensed by the appropriate government agency to provide such services. It does not include institutions that provide only minimal care, Custodial Care, ambulatory or part-time care services or an institution that primarily provides treatment of mental/nervous disorders, substance abuse or tuberculosis, except if such facility is licensed, certified or approved as a rehabilitation facility for the treatment of mental/nervous conditions or substance abuse in the jurisdiction it is located, or is accredited as such by the Joint Commission for the Accreditation of Health Care Organizations or the Commission on Accreditation of Rehabilitation Facilities.

Family Counseling Benefit

We will pay benefits for Medically Necessary Family Counseling for the Insured Person's Immediate Family by a Physician or any licensed counselor, when incurred as a result of an Insured Person's Covered Accident. Such counseling must be rendered during the [12 - 36] month period following the date of the Injury to the Insured Person. [We will pay a maximum amount of [\$25 - \$500] per visit per member of the Immediate Family, up to a maximum number of [1 - 50] visits.] Benefits will not exceed the Maximum Benefit Limit of [\$1,000 - \$25,000].

Adaptation Expense Benefit

We will pay benefits for Home or Living Adaptations when incurred by an Insured Person as a result of a Covered Accident. The Insured Person must be Totally or Presumptively Disabled. Benefits will not exceed the Maximum Benefit Limit of [\$25,000 - \$200,000].

Adaptation items or modifications must be: (a) Recommended and approved by a Legally Qualified Physician and pre-certified by Us; and (b) Necessary to accommodate the physical disability of the Insured Person as a result of a Covered Accident.

Ancillary Sickness or Injury Expense Benefit

We will pay benefits for Ancillary Sickness or Injury sustained by the Insured Person while the Insured Person is receiving Total Disability Benefits under this Policy [or certificate]. Ancillary Sickness or Injury Expense Benefit payments are subject to any [Cōinsurance Percentage of [50% - 100%]] [Deductible amount of [\$1,000 - \$5,000]], Ancillary Sickness or Injury Maximum Benefit Limit of [\$1,000 - \$200,000] and any applicable Policy Aggregate Maximum of [\$250,000 - \$5,000,000].

“**Ancillary Sickness or Injury**” means an accidental bodily injury sustained by an Insured Person while he or she is receiving Total Disability Benefits and which results from a separate Accident unrelated to the Covered Accident; or a Sickness suffered by an Insured Person which manifests itself while he or she is receiving benefits under this Policy [or certificate] due to Total Disability and which is unrelated to the Covered Accident.

Any expense not covered under Accident Medical Expense Benefit will not be considered a Covered Ancillary Expense under the Ancillary Sickness or Injury Expense Benefit.

Disability Benefit

We will pay benefits for Disability, less any Other Income Benefits, when an Insured Person is Totally Disabled or Partially Disabled as described below, as a result of and from no other cause but, a Covered Accident. Benefits for both Total Disability and Partial Disability will not exceed the Maximum Benefit Limit of [\$25,000 - \$300,000].

a. Total Disability Benefits:

We will pay a Total Disability Benefit of [\$500 - \$2,500] per month up to a maximum period of [4 - ~~5~~20] years. The Insured Person's Total Disability must: (1) be a direct result of, and from no other cause but, a Covered Accident; and (2) begin within the time period [1 - 26] weeks.

Benefits for Total Disability will end on the earliest of the date: (1) the Insured Person is no longer Totally Disabled; (2) Monthly Disability Benefits have been paid for the Benefit Period; (3) the

Insured Person fails to provide proof of continuing Total Disability when requested; (4) the Insured Person is entitled to and is receiving Partial Disability Benefits; and (5) the Insured Person dies.

“Benefit Period” means the time during which an Insured Person’s Incurred Expense for a Covered Injury [or the start of the first treatment of Sickness] is eligible for reimbursement. The Benefit Period begins on the date of the Injury [, or the first treatment of Sickness] and ends on the last day of the Benefit Period.

“Total Disability or Totally Disabled” means a loss as a direct result, and from no other cause, from a Covered Accident that an Insured Person suffers the permanent loss of: (1) speech; (2) hearing in both ears; (3) sight in both eyes; (4) use of both arms; (5) use of both legs; (6) use of one arm and one leg; or (7) motor or cognitive function resulting from brain stem or other neurological Injury when that permanent loss results in the Insured Person’s inability to perform three or more Activities of Daily Living.

The permanent loss also means that the Insured Person: (a) during the Initial Benefit Period, which begins on the date of the Covered Accident ~~and ends at the end of the Policy Year in which the Covered Accident occurs~~, is unable to engage in substantially the same activities as a person of like age and sex; or (b) during the Subsequent Benefit Period, which begins on the day following the date of the Initial Benefit Period and ends when Total Disability benefits terminate, is unable to engage in any gainful occupation or employment for which he is or may become reasonably fitted by education, training or experience.

Activities of Daily Living are: (1) mobility, moving from one place to another by means of walking or wheelchair usage.

Walking means walking on a level surface, with or without equipment. Wheelchair usage means using a wheelchair most or all of the time to move on a level surface; (2) dressing, putting on and taking off all necessary items of clothing, including braces and artificial limbs; (3) toileting, cleansing self after elimination and adjusting clothing before and after using the toilet; (4) transferring, getting in or out of a bed, chair or other seat with or without equipment; (5) feeding, getting food into the body, by any means, after it has been prepared and made available to the Insured Person.

b. Partial Disability Benefits:

We will pay Partial Disability Benefit of [\$500 - \$2,500] per month up to a maximum period of [4 - ~~15~~20] years. Partial Disability Benefit will be paid to an Insured Person who is Partially Disabled following a period of Total Disability for which We paid Total Disability Benefits, if: (1) Partial Disability results from the same Covered Accident which caused the immediate preceding period of Total Disability; and (2) The Insured Person was receiving benefits for Total Disability immediately prior to the period of Partial Disability.

An Insured Person who recovers from Partial Disability and again becomes Partially Disabled can resume receiving Partial Disability Benefits, subject to the following conditions: (1) the Insured Person’s Average Gross Monthly Earnings must fall below [\$500 - \$2,500] per month for [1 - 12] consecutive months; and (2) the loss of Average Gross Monthly Earnings must result directly from the same Covered Accident.

Benefits for Partial Disability will end on the earliest of the date: (1) the Insured Person is no longer Partially Disabled; (2) Total and Partial Monthly Disability Benefits have been paid for the Benefit Period; (3) The Insured Person’s Average Gross Monthly Earnings exceed [\$500 -

\$2,500] for [1 - 12] consecutive months; (4) the Insured Person fails to provide proof of continuing ~~Total~~Partial Disability when requested; and (5) the Insured Person dies.

“**Partial Disability**” means the inability of an Insured Person who is engaged in an occupation, following a period of Total Disability for which benefits were paid under this Policy [or certificate], to perform all of the material duties of that occupation and to earn [\$500 - \$2,500] or more in gross earnings per month. Partial Disability must be the result of the same Covered Accident for which Total Disability benefits were payable.

College Education Benefit

We will pay benefits for College Education as described below, up to a Maximum Benefit Limit of [\$25,000 - \$250,000] ~~and any applicable Policy Aggregate Maximum of [\$250,000 – \$5,500,000]~~, for an Insured Person to complete his undergraduate degree.

The Insured Person must enroll in or resume study within [4 - ~~15~~20] years of the date of the Covered Accident, but no later than the end of the Disability Benefit Period. Benefits will be reduced by any scholarships or financial aid the Insured Person receives. Benefits will be paid directly to the School as payment becomes due.

Expenses covered are: tuition, student fees, books and on-campus or off-campus room and board. If the Insured Person does not reside on-campus, We will pay the lesser of the actual room and board cost and the typical on-campus room and board cost.

Expenses not covered are: any cost for modification or alteration of special accommodations necessitated by the Total Disability.

Payments will terminate on the earliest of:

1. the date the Insured Person completes the requirements for any undergraduate degree;
2. the [4th - ~~15~~20th] year anniversary of the date payment under the College Education Expense Benefit began;
3. the date the Insured Person is no longer Presumptively Disabled;
4. the date the Insured Person dies.]

“Coma” means a profound state of irreversible unconsciousness from which the Insured Person, through powerful stimulation, is not likely to be aroused. This condition must be diagnosed and regularly treated by a Physician.

“Paralysis/Paralyzed” means an irreversible and complete inability to move one or more limbs as a result of neurological damage. This condition must be diagnosed and regularly treated by a Physician.

“Brain Death” means irreversible unconsciousness with total loss of brain function and complete absence of electrical activity of the brain even though the heart is still beating.

Policy Limit: The maximum amount for which We are liable to pay on behalf of an Insured Person is [\$250,000 - \$5,000,000].

Aggregate Limit of Liability: The maximum amount for which We are liable to pay on behalf of an Insured Person for all benefits under this policy [or certificate] due to any one Covered Accident is [\$250,000 - ~~\$5,500,000~~ 6,000,000].

This rider is attached to and becomes a part of the policy [or certificate]-





Secretary

[Markel Insurance Company]-
~~[4600 Cox Road, Glen Allen,
VA 23060]~~
1 Cox Road, Glen Allen, VA
1 1

Document comparison by Workshare Professional on Wednesday, February 23, 2011 8:34:46 AM

Input:	
Document 1 ID	file://S:/Regulatory/A&H FORMS - Pending/MSR - Student Catastrophe (2009)/_Forms/06.09 Form versions/MSR126 (06.09).pdf
Description	MSR126 (06.09)
Document 2 ID	file://S:/Regulatory/A&H FORMS - Pending/MSR - Student CAT REFILE 2011/Forms/MSR126 02-11.pdf
Description	MSR126 02-11
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	52
Deletions	33
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	85