

SERFF Tracking Number: CMTR-127278280 State: Arkansas
Filing Company: Companion Life Insurance Company State Tracking Number: 49066
Company Tracking Number: CLSP1-2011
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student
Product Name: Blanket Accident Sports Policy
Project Name/Number: /CLSP1-2011

Filing at a Glance

Company: Companion Life Insurance Company

Product Name: Blanket Accident Sports Policy SERFF Tr Num: CMTR-127278280 State: Arkansas
TOI: H04 Health - Blanket Accident/Sickness SERFF Status: Closed-Approved- State Tr Num: 49066
Closed

Sub-TOI: H04.001 Student

Co Tr Num: CLSP1-2011

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Authors: Donna Guminiak, Helena Vennette
Disposition Date: 06/28/2011

Date Submitted: 06/16/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number: CLSP1-2011

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: Small and Large

Group Market Type: Blanket

Overall Rate Impact:

Filing Status Changed: 06/28/2011

State Status Changed: 06/28/2011

Deemer Date:

Created By: Helena Vennette

Submitted By: Helena Vennette

Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null

Filing Description:

RE:

'ME TOO' FORMS:

Blanket Accident Only Policy CLSP1-2011

Optional Expanded Medical Rider CLSP1-2011EMR

Optional Reinjury Benefit Rider CLSP1-2011PR

Optional Amendment Rider CLSP1-2011 AR

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Optional Off Season Conditioning Rider CLSP1-2011OFFS

Optional Subrogation Rider CLSP1-2011SR

Policyholder Application CLSP1-2011 APP

New Form: Optional Retention Rider CLSP1-2011PRA

Attached for your review and approval are the captioned forms. These forms are new and are not intended to replace anything previously approved by your Department. These forms are "Me Too" and substantially similar to Security Mutual Life Insurance Company of New York's Policy form SMLSP1-2000, approved by the Department on March 24, 2000, the only difference being the Company name and form numbers. We are completing this filing on behalf of Companion Life Insurance Company, Columbia, South Carolina. A copy of their letter authorizing us to make this filing on their behalf is enclosed.

The captioned policy provides benefits only for expenses incurred as the result of a covered accidental injury. The policy will be available for issue to schools, school districts, colleges, universities and other institutions of higher learning. There are two coverages available:

1. Sports Accidental Injury coverage only. Policy will be issued to the "school" to cover all students participating in a sport for which the "school" for coverages. All eligible team members will be covered, with the school paying all premium.

2. School-time Coverage. Policy will again be issued to a school (college, university or other institution of higher education. However, under this coverage, all eligible (enrolled) students will be covered while participating in school-time activities. Here again, all premiums will be paid by the "school." No premiums will be required from an individual student.

There are six optional riders that will be available to a Policyholder.

1. Expanded Medical Expense Benefit Rider, CLSP1-2011EMR, broadens the definition of "injury" to include the following:

"Injury" will also include the following list of conditions which are attributable to exertion from participating in a covered activity as defined in Section II - Coverage:

Tendonitis, Bursitis, Strains,
Sprains, Shin Splints, Stress Fractures,
Heat Exhaustion, High Blood Pressure, Hernia and
Similar Conditions

For the purposes of the benefits provided by this Rider, Injury will also include the acute onset of conditions relating to the heart and/or circulatory system. Such condition must have resulted from the play, practice or conditioning of a

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sporting event. These conditions include, but are not limited to, heart attack, stroke, brain circulatory malfunctions and heat exhaustion.

2. Optional Reinjury Benefit Rider, CLSP1-2011PR, broadens the definition of "injury" to include the following:

"Injury will also include a reinjury or aggravation of an Injury sustained prior to the effective date of the Policy. The Insured Person must have received medical clearance to participate in the appropriate athletic activity of the Policyholder prior to the reinjury or aggravation. The medical clearance must be provided by the physician responsible to the Policyholder for such determination. A reinjury or aggravation of a prior Injury must occur in a covered event."

3. Optional Amendment Rider CLSP1-2011AR deletes a paragraph from the definition of "Other Valid and Collectible Insurance" that deals with how benefits are paid that would normally be in excess of benefits payable by an HMO or PPO.

4. Optional Amendment Rider CLSP1-2011OFFS provides benefits when selected by the school, for injuries occurring during off-season training and conditioning.

5. The Optional Subrogation Rider, CLSP1-2011SR, adds a subrogation provision to the policy.

6. Optional Retention Rider CLSP1-2011PRA is meant to attach to such policies and merely pertains to an agreement between the policyholder/school and the insurance carrier.

The underlying reason for this agreement is as follows. The college or university which produces various sports teams representing the school desires to provide accident protection for the team members who participate and represent the school. Due to the cost of such insurance protection, several schools have asked our company to participate in a plan where the school would be responsible for a certain amount of total accident claims (Policyholder Retention) during a policy period. This plan then provides that the insurance company continue any claim amounts beyond that Retention amount. This will be a cost saving measure for a school that wishes to self-insure certain amounts rather than paying the full premium for such coverage.

The benefits of both the self-funded portion and the insurance contract portion are identical. There will be gaps in coverage. All benefits paid to the students will be consistent with one plan of benefits. Basically, the expenses are reimbursed for usual and customary charges.

The insurance company will be the claim payer for all benefits, the self-funded amount as well as the insured amount.

The company will receive a reduced premium for its risk. While this may be similar to stop loss insurance, this is not the

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case. The insurance company does not reimburse the school, but continues to pay claims to individuals or providers of medical treatment.

The two variables under this rider have been bracketed. These variables represent:

1. The Policyholder Retention. This is the aggregate amount of total expenses of all insureds for which the policyholder will responsible. This number will vary based on the agreement between the policyholder/school and the insurance company.

2. The maximum amount for any one covered accident. This amount will also vary based on the agreement between the policyholder/school and the insurance company.

Company and Contact

Filing Contact Information

Donna Guminiak, Compliance Officer dguminiak@commercialtravelers.com
 70 Genesee Street 800-422-6200 [Phone] 261 [Ext]
 Utica, NY 13502 315-724-6372 [FAX]

Filing Company Information

Companion Life Insurance Company CoCode: 77828 State of Domicile: South Carolina
 P O Box 100102 Group Code: 661 Company Type:
 7909 Parklane Road Group Name: 77828 State ID Number:
 Suite 200 FEIN Number: 57-0523959
 Columbia, SC 29223-5666
 (803) 735-1251 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Arkansas required filing fee.
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|----------------------------------|---------|----------------|---------------|
| Companion Life Insurance Company | \$50.00 | 06/16/2011 | 48774603 |

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Companion Life Insurance Company \$350.00 06/23/2011 49045262

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 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student
 Product Name: Blanket Accident Sports Policy
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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 06/28/2011 | 06/28/2011 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|---------------------------|----------------|------------|----------------|------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending Industry Response | Rosalind Minor | 06/23/2011 | 06/23/2011 | Helena Vennette | 06/23/2011 | 06/23/2011 |

Filing Notes

| Subject | Note Type | Created By | Created On | Date Submitted |
|---------------------|------------------|-----------------|------------|----------------|
| Typographical error | Note To Reviewer | Helena Vennette | 06/21/2011 | 06/21/2011 |

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Project Name/Number: /CLSP1-2011

Disposition

Disposition Date: 06/28/2011

Implementation Date:

Status: Approved-Closed

HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

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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 | Authorization Letter | Approved-Closed | Yes |
| Supporting Document | Explanation of Variables | Approved-Closed | Yes |
| Form | BLANKET ACCIDENT INSURANCE POLICY | Approved-Closed | Yes |
| Form | OPTIONAL EXPANDED MEDICAL RIDER | Approved-Closed | Yes |
| Form | OPTIONAL REINJURY BENEFIT RIDER | Approved-Closed | Yes |
| Form | OPTIONAL AMENDMENT RIDER | Approved-Closed | Yes |
| Form | OPTIONAL SUBROGATION RIDER | Approved-Closed | Yes |
| Form | OPTIONAL OFF SEASON CONDITIONING RIDER | Approved-Closed | Yes |
| Form | OPTIONAL RETENTION RIDER | Approved-Closed | Yes |
| Form | APPLICATION FOR SPORTS ACCIDENT INSURANCE | Approved-Closed | Yes |

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 06/23/2011

Submitted Date 06/23/2011

Respond By Date

Dear Donna Guminiak,

This will acknowledge receipt of the captioned filing.

Objection 1

- BLANKET ACCIDENT INSURANCE POLICY, CLSP1-2011 (Form)
- OPTIONAL EXPANDED MEDICAL RIDER, CLSP1-2011EMR (Form)
- OPTIONAL REINJURY BENEFIT RIDER, CLSP1-2011PR (Form)
- OPTIONAL AMENDMENT RIDER, CLSP1-2011AR (Form)
- OPTIONAL SUBROGATION RIDER, CLSP1-2011SR (Form)
- OPTIONAL OFF SEASON CONDITIONING RIDER, CLSP1-2011OFFS (Form)
- OPTIONAL RETENTION RIDER, CLSP1-2011PRA (Form)
- APPLICATION FOR SPORTS ACCIDENT INSURANCE, CLSP1-2011 APP (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$400.00. Please submit an additional \$350.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

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 06/23/2011
Submitted Date 06/23/2011

Dear Rosalind Minor,

Comments:

Thank you for your letter.

Response 1

Comments: Apologies for this oversight. An additional \$350 has been sent.

Related Objection 1

Applies To:

- BLANKET ACCIDENT INSURANCE POLICY, CLSP1-2011 (Form)
- OPTIONAL EXPANDED MEDICAL RIDER, CLSP1-2011EMR (Form)
- OPTIONAL REINJURY BENEFIT RIDER, CLSP1-2011PR (Form)
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- APPLICATION FOR SPORTS ACCIDENT INSURANCE, CLSP1-2011 APP (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$400.00. Please submit an additional \$350.00 for this submission.

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Changed Items:

No Supporting Documents changed.

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Product Name: Blanket Accident Sports Policy
Project Name/Number: /CLSP1-2011

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Donna Guminiak, Helena Vennette

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Note To Reviewer

Created By:

Helena Vennette on 06/21/2011 01:24 PM

Last Edited By:

Rosalind Minor

Submitted On:

06/28/2011 03:41 PM

Subject:

Typographical error

Comments:

After reviewing the submittal letter, we discovered a typographical error. Under No. 6., third paragraph should read:

The benefits of both the self-funded portion and the insurance contract portion are identical. There will be no gaps in coverage. All benefits paid to the students will be consistent with one plan of benefits. Basically, the expenses are reimbursed for usual and customary charges.

(NO gaps in coverage)

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Form Schedule

Lead Form Number: CLSP1-2011

| Schedule Item | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|-------------------------------|---------------|-----------------|---|---------|----------------------|-------------|--|
| Approved-Closed 06/28/2011 | CLSP1-2011 | Policy/Contract | BLANKET ACCIDENT INSURANCE Certificate POLICY | Initial | | 52.000 | CLSP1-2011.pdf CLSP1-2011 SCHED.pdf |
| Approved-Closed 06/28/2011 | CLSP1-2011EMR | Policy/Contract | OPTIONAL EXPANDED MEDICAL RIDER Certificate: Amendment, Insert Page, Endorsement or Rider | Initial | | 40.000 | CLSP1-2011EMR.pdf |
| Approved-Closed 06/28/2011 | CLSP1-2011PR | Policy/Contract | OPTIONAL REINJURY BENEFIT RIDER Certificate: Amendment, Insert Page, Endorsement or Rider | Initial | | 41.000 | CLSP1-2011PR.pdf |
| Approved-Closed 06/28/2011 | CLSP1-2011AR | Policy/Contract | OPTIONAL AMENDMENT RIDER Certificate: Amendment, Insert Page, Endorsement or Rider | Initial | | 52.000 | CLSP1-2011AR.pdf |

| | | | | | | |
|-----------------------------------|---|---|---|---------|--------|------------------------|
| <i>SERFF Tracking Number:</i> | <i>CMTR-127278280</i> | <i>State:</i> | <i>Arkansas</i> | | | |
| <i>Filing Company:</i> | <i>Companion Life Insurance Company</i> | <i>State Tracking Number:</i> | <i>49066</i> | | | |
| <i>Company Tracking Number:</i> | <i>CLSP1-2011</i> | | | | | |
| <i>TOI:</i> | <i>H04 Health - Blanket Accident/Sickness</i> | <i>Sub-TOI:</i> | <i>H04.001 Student</i> | | | |
| <i>Product Name:</i> | <i>Blanket Accident Sports Policy</i> | | | | | |
| <i>Project Name/Number:</i> | <i>/CLSP1-2011</i> | | | | | |
| Approved- Closed 06/28/2011 | CLSP1- 2011SR | Policy/Cont ract/Fratern al RIDER Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | OPTIONAL SUBROGATION RIDER | Initial | 48.000 | CLSP1- 2011SR.pdf |
| Approved- Closed 06/28/2011 | CLSP1- 2011OFFS | Policy/Cont ract/Fratern al Certificate: RIDER Amendmen t, Insert Page, Endorseme nt or Rider | OPTIONAL OFF SEASON CONDITIONING | Initial | 52.000 | CLSP1- 2011OFFS.pdf |
| Approved- Closed 06/28/2011 | CLSP1- 2011PRA | Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | OPTIONAL RETENTION RIDER | Initial | 59.000 | CLSP1- 2011PRA.pdf |
| Approved- Closed 06/28/2011 | CLSP1- 2011 APP | Application/ Enrollment Form | APPLICATION FOR SPORTS ACCIDENT INSURANCE | Initial | 0.000 | CLSP1-2011- APP.pdf |

BLANKET ACCIDENT INSURANCE POLICY
(Nonparticipating)

issued by

COMPANION LIFE INSURANCE COMPANY

Home Office – 7909 Parklane Road, Suite 200, Columbia, SC 29223-5666
School Plans Service Office - 70 Genesee Street Utica, New York 13502

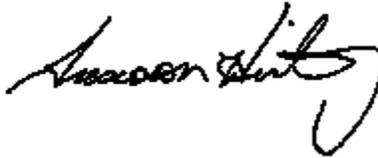
Companion Life Insurance Company, referred to in this policy as “We”, “Us”, “Our” or “the Company,” issues this policy to the Policyholder named in the Policy Schedule. This policy will insure those eligible persons described in this Policy.

COVERAGE: We will provide benefits that cover the expenses incurred on account of an Injury sustained while the Policy is in force. We will pay the benefits under the terms of the policy in consideration of the application for this policy and the payment of all premiums as set forth in the policy.

This Policy is issued for an initial term of one year. The Policy’s Effective and Termination Dates are shown in the Policy Schedule. All time periods begin and end at 12:01 A.M., local time, at the Policyholder’s address.

The following pages form a part of this Policy as fully as if the signatures below were on each page.

Executed for the Company by its President.

A handwritten signature in black ink, appearing to read "Successor" followed by a stylized flourish.

President

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POLICY SCHEDULE

SECTION I - DEFINITIONS

The terms listed below, when used in this Policy, have the meanings stated.

Accident means an unexpected, sudden, and definable event, which is the direct cause of bodily Injury, independent of any illness, prior Injury or congenital predisposition.

Deductible Amount means the total of eligible expenses which must be incurred by the Insured Person during the policy term before medical expense benefits are payable under this Policy.

Hospital means a short term, acute, general hospital that:

1. operates as a Hospital pursuant to law;
2. is primarily engaged in providing diagnostic services and therapeutic services for diagnosis, care and treatment of sick or injured persons as inpatients by or under the continuous supervision of physicians;
3. provides 24-hour nursing service by or under the supervision of Registered Nurses on duty or on call;
4. provides organized facilities for diagnosis, treatment and surgery either on its premises or in facilities available to it on a prearranged basis; and
5. if located in New York, has in effect a hospitalization review plan applicable to all patients that meets at least the standards set forth in section 1861(k) of United States Public Law 89-97.

A Hospital does not include, other than incidentally, the following:

1. convalescent homes or convalescent, rest or nursing facilities;
2. facilities primarily affording custodial, educational or rehabilitatory care; or
3. facilities for the aged, drug addicts or alcoholics; or
4. a place primarily for the treatment of tuberculosis.

Injury means bodily injury to an insured person which results from an Accident occurring while this policy is in force.

Insured Person or **Eligible Person** means a student enrolled in the school shown in the Policy Schedule or a student who is a member of those athletic teams of the Policyholder that are specified in the Policy Schedule and in the application for this Policy. All such persons are insured hereunder by the premium paid by the Policyholder on their behalf.

Other Valid and Collectible Insurance means coverage subject to regulation by insurance law or by insurance authorities of this or any state of the United States or any province of Canada and provided by:

| | |
|--|---|
| Organizations | Union Welfare Plans |
| Hospital or medical service organization | Employer/employee benefit organizations |
| Group Insurance | HMO (Health Maintenance Organizations) |
| Automobile medical payment insurance | PPO (Preferred Provider Organizations) |

We will pay benefits in excess of coverage provided by the Insured Person's HMO or PPO. If the Insured Person chooses not to use an authorized medical vendor under an HMO or PPO, We will pay the expenses incurred that We would have honored had they used the proper medical vendor.

If the Insured Person is insured under any other valid and collectible insurance or plan which is also excess to other coverage, We will pay a maximum of fifty percent (50%) of the benefits otherwise payable.

Residence means the property on which the Insured Person dwells.

School means the school at which the Insured Person attends classes and which is named as the Policyholder in the Policy Schedule.

Usual and Customary means the normal charge, in the absence of insurance, of the provider for a service or supply, but not more than the prevailing charge in the area for a:

1. Like service by a provider with similar training or experience; or
2. Supply that is identical or substantially equivalent.

"We", "Us", or "Our" means Companion Life Insurance Company.

SECTION II - COVERAGE

We will pay for loss resulting from an Insured’s Accident, if it occurs while:

COVERAGE A:

- 1. PARTICIPATING during the official season of a sport as a member of an interscholastic, intercollegiate, intramural or club athletic team of the Policyholder. Participation must be:
 - A. in a regularly scheduled and approved practice session or game of the Policyholder named in the Policy Schedule; and
 - B. Under the supervision of proper adult authority of the Policyholder; or
- 2. TRAVELING directly to or from the above with other members of the team under the supervision of the proper adult authority of the Policyholder.

COVERAGE B:

- 1. Within a school building or on the school grounds during regular school hours on a regular school day;
- 2. Traveling directly and uninterruptedly to or from:
 - A. The Insured’s residence and school for regular school sessions.
 - B. The Insured’s residence and activities solely sponsored and supervised by the authorities of the school when travel is under the direct supervision of the school authorities;
- 3. Away from school premises while participating in an activity solely sponsored and supervised by the school authorities, during the regular school term.

Activities described under Coverage A are excluded under Coverage B.

The type of Coverage selected by the Policyholder will be shown in the Policy Schedule.

SECTION III - MEDICAL EXPENSE BENEFITS

If the Insured Person incurs eligible expense as the result of a covered Injury, We will pay the charges incurred for such expense within the Benefit Period, beginning on the date of accident. Payment will be made for eligible expenses in excess of the applicable Deductible Amount, not to exceed the Maximum Medical Benefit. The first such expense must be incurred within 60 days after the date of Accident.

The Benefit Period, the Deductible Amount, and the Maximum Medical Benefit are stated in the Policy Schedule.

Eligible Expense means charges for the following treatments and services that are incurred as the result of a covered Injury, not to exceed the Usual and Customary Charges in the area where provided.

- 1. Medical and surgical care by a physician;
- 2. Hospital care and service in semi-private accommodations, or as an outpatient;
- 3. Radiology (X-rays);
- 4. Orthopedic appliances necessary to promote healing;
- 5. Ambulance service from the scene of the accident to the nearest hospital;
- 6. Dental treatment of sound natural teeth, not to exceed the Maximum Dental Benefit stated in the Policy Schedule as the result of one accident.

SECTION IV - ACCIDENTAL DEATH AND DISMEMBERMENT INDEMNITY

If a covered injury results in any of the losses specified below within 180 days after the date of the accident, We will pay the applicable amount stated in the Policy Schedule.

For loss of:

| | |
|---------------------------|------------------------------------|
| Life | The Principal Sum |
| Two or more members | The Double Dismemberment Indemnity |
| One Member | The Single Dismemberment Indemnity |

“Member” means hand, foot, or eye. Loss of hand or foot means complete severance above the wrist or ankle joint. Loss of eye means the total, permanent loss of sight.

If the Principal Sum is payable, no indemnity will be paid for dismemberment. In any event, the Double Dismemberment Indemnity is the maximum amount payable under this Part for all losses resulting from one accident.

Aggregate Limit : If two or more Insured Persons suffer a loss under this provision as the result of the same Accident, the Aggregate Limit of benefits payable for Accidental Death and Dismemberment, as stated in the Schedule of Benefit, will be the total limit of our liability.

If the total of such benefits exceeds the Aggregate Limit, We will not be liable to any one Insured Person for a greater proportion of such Insured Person's benefits than the Aggregate Limit bears to the total Accidental Death and Dismemberment benefits afforded to all such Insured Persons.

SECTION V - EXCLUSIONS AND LIMITATIONS

This Policy does not cover any loss contributed to or resulting from:

1. Sickness or disease in any form (except pyogenic infections due to an accidental cut or wound).
2. The use of drugs or narcotics, unless administered on the advise of a physician.
3. War or any act of war, whether or not declared, or participation in any riot or civil commotion.
4. Air travel or the use of any device or equipment for aerial navigation, except as a fare-paying passenger on a regularly scheduled commercial airline or as a passenger on a flight chartered by the School.
5. The Insured's Suicide or any attempt thereat, or any intentionally self-inflicted injury.
6. Hernia, in any form.
7. Fighting or brawling.
8. Use of electric, bio-mechanical devices.
9. Expenses incurred for the use of Orthotics unless exclusively to promote healing.
10. Off season physical conditioning for interscholastic, intercollegiate, intramural, or club sports, unless noted on the Policy Schedule.

This Policy does not cover treatment administered by any person or facility employed or retained by the Policyholder, or by any member of the Insured Person's family or household. This includes a team Physician, team trainer or nurse.

EXCESS PROVISION: This Policy does not cover treatment or service for which benefits are payable or service is available under any Other Valid and Collectible Insurance available to the Insured Person, including Worker's Compensation and automobile no-fault insurance.

SECTION VI - EXPOSURE AND DISAPPEARANCE

In the event an Insured Person is unavoidably exposed to the elements as a result of an Accident and, because of such exposure, suffers a loss for which a benefit is payable, such loss will be covered in accordance with the terms of this Policy.

In the event an Insured Person is not found within one year from the date of the disappearance, wrecking, or sinking of the conveyance in which he or she was riding, provided that such occurrence was under circumstances that would otherwise be covered hereunder, We will presume that the Insured Person sustained loss of life as a result of Injury.

SECTION VII - GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES: This Policy including the Application and attached papers, if any, constitutes the entire contract of insurance. No change in the Policy will be valid until approved by an executive officer of the Company and unless such approval is endorsed hereon or attached hereto.

No agent has authority to change this Policy or to waive any of its provisions. Any statement made by the Policyholder or by an applicant will, in the absence of fraud, be deemed a representation and not a warranty. No such statement will void the insurance or reduce the benefits thereunder unless contained in the written Application.

NOTICE OF CLAIM: We must receive written notice of Injury. It must be received within 30 days of the date the claim commences or as soon as reasonably possible. It must be given to School Plans Service Office in Utica, New York or to Our authorized agent. It must contain enough information to identify the Insured.

CLAIM FORMS: We will provide claim forms after We receive written notice of claim. Our usual claim forms will be provided. We will send the Insured these forms within 15 days after We receive his or her notice of claim. If We do not provide these forms within the allowed time, a claim can be filed without using them. The claim must contain written proof of loss. It must cover the occurrence, type and extent of loss. It must be provided within the time allowed in the next clause.

PROOFS OF LOSS: The Insured must provide Us written proof of loss. It must be provided to Our School Plans Service Office, 70 Genesee Street, Utica, New York 13502 or to our authorized agent, within 90 days of the loss or as soon as reasonably possible. 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.

TIME OF PAYMENT OF CLAIM: Benefits will be paid as soon as We receive due written proof of such loss.

PAYMENT OF CLAIMS: All benefits of the Policy, except benefits for loss of life, will be paid to the Insured. However, if the Insured is a minor or is otherwise not legally competent to give a valid release, We may pay any benefit then payable to the parent, parents, or legal guardian of the Insured, or other person actually supporting the Insured.

Unless a written request is received not later than the time for filing proofs of loss, we may pay benefits directly to the hospital or person rendering service. It is not required that the services be rendered by a particular hospital or person. Indemnity for loss of life is payable to the estate of the Insured, or at Our option, if the Insured is a minor, to the parent, parents, or legal guardian of the Insured. Payment so made will discharge Ours liability with respect to the amount of insurance so paid. We do not assume any responsibility for the validity of an assignment.

PHYSICAL EXAMINATION AND AUTOPSY: We have the right and opportunity to examine the Insured while a claim is pending. These examinations will be made at Our expense and as often as we may reasonably require. We also have the right and opportunity to make an autopsy in case of death, where it is not prohibited by law.

LEGAL ACTIONS : No suit may be brought on a claim sooner than 60 days after the required proof of loss is given. No suit may be brought more than three years (5 years in Kansas and 6 years in South Carolina) after the date proof of loss is required.

CONFORMITY WITH STATE LAWS: The Policy will be governed exclusively by the laws of the state wherein it was delivered or issued for delivery. Any provision of the Policy which, on its effective date, is in conflict with the statutes of the state in which the Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

SECTION VIII - ADDITIONAL PROVISIONS

We do not assume any responsibility for the validity of an assignment. We will issue to the Policyholder for delivery to each Insured Person an individual certificate which shall state the essential features of insurance to which such person is entitled and to whom benefits are payable if required to do so by the laws of the state in which the Insured Person resides when his insurance becomes effective. The Insured Person shall have free choice of a legally qualified physician with the understanding that the physician-patient relationship will be maintained.

Our acknowledgment of the receipt of notice given under this Policy, or the furnishing of forms for filing proofs of loss, or the acceptance of such proof, or the investigation of any claim hereunder will not operate as a waiver of any of Our rights of Our in defense of any claim arising under this Policy.

This Policy is not in lieu of and does not affect any requirement for coverage by Worker's Compensation Insurance.

POLICY SCHEDULE

Policyholder: ABC COLLEGE Policy Number: 2011XXX00

Policy Effective Date: [09/01/2011 Termination Date: 09/01/2012]

Type of Coverage:

- Coverage A - Sports Accident Only
- Coverage B - School Time Coverage
- Combination of Coverage A and Coverage B

Sports Team(s) to be covered under this Policy:

MEN: [Basketball, Baseball, Soccer, Golf]

WOMEN: [Basketball, Softball, Soccer, Golf]

OPTIONAL COVERAGES:

- Preexisting Condition Waiver
- Expanded Medical Rider
- Excess - HMO/PPO Rider
- Right of Recovery Rider
- Off Season Conditioning Permitted

MEDICAL EXPENSE BENEFITS

Maximum Medical Benefit: \$[XX,XXX.00] Maximum Dental Benefit: \$[X,XXX.00]

Deductible Amount(s): \$[XXX.00] Benefit Period: [XXX] Weeks

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:

Principal Sum: \$[XX,XXX.00] Double Dismemberment Indemnity \$[XX,XXX.00]

Single Dismemberment Indemnity: \$[X X.XXX.00]

Aggregate Maximum for all Insureds injured in the same Accident: \$[XX,XXX.00]

POLICY PREMIUM BASIS: \$XX,XXX.00

COMPANION LIFE INSURANCE COMPANY

Home Office – 7909 Parklane Road, Suite 200, Columbia, SC 29223-5666
School Plans Service Office - 70 Genesee Street Utica, New York 13502

OPTIONAL AMENDMENT RIDER

This rider is a part of the Policy to which is it attached. It is issued in consideration of the payment of any required premium and information contained in the application for this rider.

EXPANDED MEDICAL EXPENSE BENEFIT

When this Rider is made of part of the Policy, the Medical Expense Benefits are expanded to include medical treatment for any of the conditions in the following revised definition of **Injury**.

Injury means bodily Injury to an Insured Person which results from an Accident occurring while this Policy is in force.

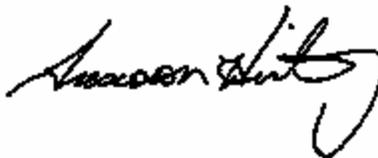
Injury will also include the following list of conditions which are attributable to exertion from participating in a covered activity as defined in Section II - Coverage:

| | | |
|--------------------|---------------------|------------------|
| Tendinitis | Bursitis | Strains |
| Sprains | Shin Splints | Stress Fractures |
| Heat Exhaustion | High Blood Pressure | Hernia |
| Similar Conditions | | |

For the purposes of the benefits provided by this Rider, **Injury** will also include the acute onset of conditions relating to the heart and/or circulatory system. Such condition must have resulted from the play, practice or conditioning of a sporting event. These conditions include, but are not limited to, heart attack, stroke, brain circulatory malfunctions and heat exhaustion.

When this Rider is a part of the Policy, the maximum benefit payable for expenses incurred as the result of any one covered Injury, as defined above, will be limited to the Maximum Medical Benefit shown in the Policy Schedule.

This rider is subject to all of the terms and conditions of the Policy not inconsistent with this rider.



President

COMPANION LIFE INSURANCE COMPANY

Home Office – 7909 Parklane Road, Suite 200, Columbia, SC 29223-5666
School Plans Service Office - 70 Genesee Street Utica, New York 13502

OPTIONAL AMENDMENT RIDER

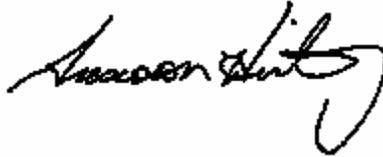
This rider is a part of the Policy to which is it attached. It is issued in consideration of the payment of any required premium and information contained in the application of this rider.

REINJURY OR AGGRAVATION OF INJURY BENEFIT

The definition of **Injury** is expanded to include the following:

Injury will also include a reinjury or aggravation of an Injury sustained prior to the effective date of the Policy. The Insured Person must have received medical clearance to participate in the appropriate athletic activity of the Policyholder prior to the reinjury or aggravation. The medical clearance must be provided by the physician responsible to the Policyholder for such determination. A reinjury or aggravation of a prior Injury must occur in a covered event.

This rider is subject to all of the terms and conditions of the Policy not inconsistent with this rider.



President

COMPANION LIFE INSURANCE COMPANY

Home Office – 7909 Parklane Road, Suite 200, Columbia, SC 29223-5666
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OPTIONAL EXCESS - HMO/PPO BENEFITS AMENDMENT RIDER

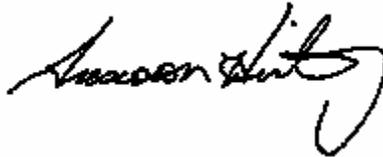
This rider is a part of the policy to which it is attached. It is issued in consideration of the payment of any required premium and the information contained in the application for this rider.

The following paragraph is deleted from the definition of **Other Valid and Collectible Insurance**.

We will pay benefits in excess of coverage provided by the Insured Person's HMO or PPO. If the Insured Person chooses not to use an authorized medical vendor under an HMO or PPO, We will pay the expenses incurred that We would have honored had they used the proper medical vendor.

When this option is selected by the Policyholder, we will pay the benefits described in this paragraph on a primary basis.

This Rider is subject to all of the terms and conditions of the Policy not inconsistent with this rider.



President

COMPANION LIFE INSURANCE COMPANY

Home Office – 7909 Parklane Road, Suite 200, Columbia, SC 29223-5666
School Plans Service Office - 70 Genesee Street Utica, New York 13502

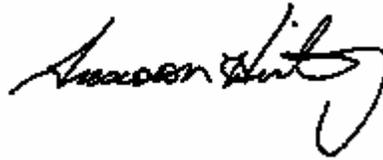
SUBROGATION RIDER

It is understood and agreed that the Policy to which this Rider is attached is amended to include the following:

Upon providing payments for health benefits and services under the Policy, We will be subrogated to the Insured Person's right of recovery from a third party. We may require an assignment from the Insured Person of his/her right to recover to the extent of payment by Us or the reasonable value of benefits and services provided by Us.

Our subrogation rights under this provision will be valid only if you are fully compensated for your loss.

This Rider takes effect and expires concurrently with the Policy to which it is attached. It is subject to all the terms and conditions of the Policy not inconsistent with this Rider.

A handwritten signature in black ink, appearing to read "Successor", written in a cursive style.

President

COMPANION LIFE INSURANCE COMPANY

Home Office – 7909 Parklane Road, Suite 200, Columbia, SC 29223-5666
School Plans Service Office - 70 Genesee Street Utica, New York 13502

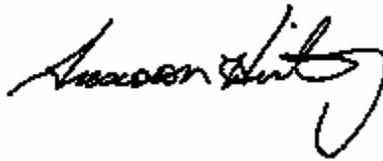
OPTIONAL AMENDMENT RIDER

This rider is a part of the policy to which it is attached. It is issued in consideration of the payment of any required premium and the information contained in the application for this rider.

OFF SEASON CONDITIONING BENEFIT

When this rider is a part of the issued policy, Coverage A under Section II is amended to include: Off Season Physical Conditioning for interscholastic, intercollegiate, intramural, or club sports.

This Rider is subject to all of the terms and conditions of the Policy not inconsistent with this rider.

A handwritten signature in black ink, appearing to read "Susan Smith", written in a cursive style.

President

COMPANION LIFE INSURANCE COMPANY

Home Office – 7909 Parklane Road, Suite 200, Columbia, SC 29223-5666
School Plans Service Office - 70 Genesee Street Utica, New York 13502

OPTIONAL AMENDMENT RIDER

This rider is a part of the Policy to which is it attached. It is issued in consideration of the payment of any required premium and information contained in the application for this rider. Any changes in coverage apply only with respect to accidents that occur on or after the effective date of this rider and the policy to which it is attached.

POLICYHOLDER RETENTION

In consideration of the premium charged, it is agreed that the Policyholder will be responsible for the first **[\$167,000.00]**, in the aggregate, of total expenses payable under the Policy as the result of covered Accidents (herein referred to as the Retention Amount).

The Retention Amount will:

- a. Apply only to expenses otherwise payable under the Policy that were incurred as the result of covered Accidents; and
- b. Be subject to a maximum of **[\$65,000.00]** for any one covered Accident.

The Retention Amount is the maximum amount that the Policyholder will pay for eligible expenses incurred within the Benefit Period, shown in the Policy Schedule, for covered Accidents causing losses that occur during the Policy term.

Once the Retention Amount has been reached, the Company will be responsible for payment of benefits as the result of covered Accidents according to the terms of the Policy.

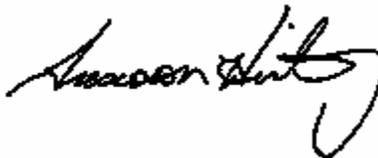
The Retention Amount will not be reduced. The Policyholder's bankruptcy, insolvency or inability to pay the Retention Amount will not increase our obligations under the Policy.

We will have the right, but not the duty, to participate with the Policyholder (at our own expense) in the defense or settlement of any claim or suit seeking damages arising out of coverage under the Policy. In the event the defense of a claim or a suit which, in our reasonable judgment, may result in payments, including expenses, in amounts that are in excess of the Retention Amount, We may assume control of the defense or settlement of such claim or suit.

If a claim or suit is brought against us as the result of coverage under the Policy, We will defend ourself. The Policyholder will indemnify Us up to the amount for which the Policyholder is liable under the Policy as if said action were a claim or suit brought against the Policyholder.

This Amendment expires concurrently with the Policy to which it is attached. It is subject to all of the provisions, limitations and conditions of the Policy except as they are specifically modified by this Amendment.

This Rider is executed for the Company by its President



President

APPLICATION FOR SPORTS ACCIDENT INSURANCE

COMPANION LIFE INSURANCE COMPANY

Home Office – 7909 Parklane Road, Suite 200, Columbia, SC 29223-5666
School Plans Service Office - 70 Genesee Street Utica, New York 13502

1. Policyholder's Name: ABC COLLEGE

2. Address: ANY CITY, ST 12345

3. Plan of Benefits: **Accidental Death and Dismemberment Benefit**

| | | | |
|-------------------------|-----------------|--------------------------------|-------------|
| Maximum Medical Benefit | \$XX,XXX.00 | Principal Sum Amount | \$XX,XXX.00 |
| Deductible Amount | \$XX,XXX.00 | Double Dismemberment Indemnity | \$XX,XXX.00 |
| Maximum Dental Benefit | \$XX,XXX.00 | Single Dismemberment Indemnity | \$ X,XXX.00 |
| Benefit Period | <u>XX</u> Weeks | | |

Optional Coverages:
Reinjury Rider
Expanded Medical Benefit Rider
Excess - HMO/PPO Rider
Subrogation Rider
Off Season Conditioning

4. Covered Athletic Teams

MEN: [BASKETBALL, BASEBALL, GOLF]

WOMEN: [BASKETBALL, SOFTBALL, GOLF]

5. Policy Term

From: 09/01/2011 To: 09/01/2012

6. Premium Basis

\$XX,XXX.00

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

Policyholder John Doe
Signature

Principal
Position or Title

Date Signed June 1, 2011

Agent/Broker Name Jane Agent

Address 123 Any Street

Any City, ST 12345

Tax I.D. 12-34567890

SERFF Tracking Number: CMTR-127278280 State: Arkansas
 Filing Company: Companion Life Insurance Company State Tracking Number: 49066
 Company Tracking Number: CLSP1-2011
 TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student
 Product Name: Blanket Accident Sports Policy
 Project Name/Number: /CLSP1-2011

Supporting Document Schedules

| | | Item Status: | Status Date: |
|--------------------------|----------------------|---------------------|-------------------------|
| Satisfied - Item: | Flesch Certification | Approved-Closed | 06/28/2011 |
| Comments: | Readability | | |
| Attachment: | Flesch.pdf | | |

| | | Item Status: | Status Date: |
|-------------------------|-------------|---------------------|-------------------------|
| Bypassed - Item: | Application | Approved-Closed | 06/28/2011 |
| Bypass Reason: | n/a | | |
| Comments: | Application | | |

| | | Item Status: | Status Date: |
|-------------------------|----------------------------------|---------------------|-------------------------|
| Bypassed - Item: | PPACA Uniform Compliance Summary | Approved-Closed | 06/28/2011 |
| Bypass Reason: | n/a | | |
| Comments: | | | |

| | | Item Status: | Status Date: |
|--------------------------|----------------------|---------------------|-------------------------|
| Satisfied - Item: | Authorization Letter | Approved-Closed | 06/28/2011 |
| Comments: | Authorization Letter | | |
| Attachment: | Companion Auth.pdf | | |

| | | Item Status: | Status Date: |
|--|--|---------------------|-------------------------|
| | | | |

SERFF Tracking Number: CMTR-127278280 State: Arkansas
Filing Company: Companion Life Insurance Company State Tracking Number: 49066
Company Tracking Number: CLSP1-2011
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student
Product Name: Blanket Accident Sports Policy
Project Name/Number: /CLSP1-2011

Satisfied - Item: Explanation of Variables Approved-Closed 06/28/2011

Comments:

Explanation of Variables

Attachment:

EXPLANATION OF VARIABLES.pdf

COMPANION LIFE INSURANCE COMPANY

This is to CERTIFY that the forms listed on the attached page(s) are in compliance with Insurance Policy Readability Laws.

A. Option Selected

1. The forms are scored for Flesch reading ease test as one unit and the combined score is _____.
2. The forms are scored separately for the Flesch reading ease test. Scores for each form are indicated on the attached page(s).

B. Test Option Selected

1. Test was applied to entire form.
2. Test was applied on sample basis. Form contains more than 10,000 words. Copy of form enclosed indicating word samples tested.

C. Standards of Certification

A checked block indicates the standard has been achieved.

1. The text of the form achieves a minimum score of 40 on the Flesch reading ease test in accordance with the option chosen in Section A. above.
2. It is printed in not less than ten point type, one point leaded. (This does not apply to specifications pages, schedules and tables.)
3. The layout and spacing of the forms separate the paragraphs from each other and from the border of the paper.
4. The section titles are captioned in bold face or otherwise stand out, significantly from the text.
5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used.
6. The style, arrangement and overall appearance of the forms give no undue prominence to any portion thereof or to any endorsements or riders.
7. A table of contents or an index of the principal sections is included. (This applies only if the form has more than 3,000 words or consists of more than 3 pages)

On Behalf of Companion Life Insurance Company
By:



Donna J. Guminiak, FLMI, ACS, ALHC, AIRC, CCP, AIS
as Compliance Officer of Commercial Travelers
Mutual Insurance Company

Date: April 20, 2011

COMPANION LIFE INSURANCE COMPANY

Flesch Scores for form(s) submitted with this filing are:

| FORM # | SENTENCES | WORDS | SYLLABLES | FLESCH |
|----------------|------------------|--------------|------------------|---------------|
| CLSP1-2011 | 165 | 2651 | 4352 | 52 |
| CLSP1-2011EMR | 9 | 221 | 372 | 40 |
| CLSP1-2011PR | 7 | 135 | 234 | 41 |
| CLSP1-2011AR | 7 | 140 | 222 | 52 |
| CLSP1-2011SR | 5 | 127 | 200 | 48 |
| CLSP1-2011OFFS | 7 | 65 | 486 | 52 |
| CLSP1-2011PRA | 15 | 328 | 486 | 59 |



Companion Life

P.O. Box 100102, Columbia, SC 29202-3102
7909 Parklane Road, Suite 200, Columbia, SC 29223-5666
(803) 735-1251 • (800) 753-0404

www.CompanionLife.com

March 11, 2011

To: Brian Stalder
Commercial Travelers Insurance Company
70 Genesee Street
Utica, New York 13502

Authorization

This letter, or a copy thereof, will authorize the consulting firm of Commercial Travelers Insurance Company, Utica, New York, to represent Companion Life Insurance Company in matters before the Insurance Department, with respect to the filing and subsequent responses for the following filings:

- (1) Student K-12
- (2) Blanket Student Accident and Sickness Filing
- (3) Blanket Intercollegiate Sports Filing

Companion Life Insurance Company

By: 

David Wythe

Title: Director of Compliance

**EXPLANATION OF VARIABLES
BLANKET SPORTS ACCIDENT ONLY POLICY
FORM CLSP1-2011**

Maximum Benefit Amounts: \$25,000 to \$65,000

Deductible: 0 - \$2,500.00

Maximum Dental Benefit: U&C, up to the medical maximum or a dollar benefit of \$1,000.00 - \$65,000

Maximum Benefit Period: 52 weeks, 104 weeks, 156 weeks

Accidental Death & Dismemberment Benefits, when selected by school: 0 - \$25,000

Aggregate Benefit payable under the AD&D provision when two or more Insureds suffer a loss as the result of the same accident – up to \$500,000; none if benefit not elected by school.