

SERFF Tracking Number: MNNP-126757603 State: Arkansas
Filing Company: ReliaStar Life Insurance Company State Tracking Number: 48488
Company Tracking Number: HC15GP
TOI: H03G Group Health - Accidental Death & Dismemberment Sub-TOI: H03G.000 Health - Accidental Death & Dismemberment
Product Name: Group Health - AD&D
Project Name/Number: Affinion /HC15GP

Filing at a Glance

Company: ReliaStar Life Insurance Company
Product Name: Group Health - AD&D SERFF Tr Num: MNNP-126757603 State: Arkansas
TOI: H03G Group Health - Accidental Death & Dismemberment SERFF Status: Closed- Disapproved State Tr Num: 48488
Sub-TOI: H03G.000 Health - Accidental Death & Dismemberment Co Tr Num: HC15GP State Status: Disapproved-Closed
Filing Type: Form Reviewer(s): Rosalind Minor
Author: Kathy Healy Disposition Date: 07/15/2011
Date Submitted: 04/14/2011 Disposition Status: Disapproved
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Affinion Status of Filing in Domicile: Not Filed
Project Number: HC15GP Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Filed and approved in TN, the state of situs.
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Large
Group Market Type: Association Overall Rate Impact:
Filing Status Changed: 07/15/2011 Deemer Date:
State Status Changed: 07/15/2011 Submitted By: Kathy Healy
Created By: Kathy Healy
Corresponding Filing Tracking Number:
Filing Description:
Group Health AD&D Certificate. See Cover Letter.

Company and Contact

Filing Contact Information

Kathy Healy, Compliance Analyst kathy.healy@us.ing.com
P.O. Box 20 612-372-5795 [Phone]

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Disapproved	Rosalind Minor	07/15/2011	07/15/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted

Pending	Rosalind Minor	04/15/2011	04/15/2011			
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Industry

Response

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
My objection letter of 4/15/2011	Note To Filer	Rosalind Minor	05/13/2011	05/13/2011

SERFF Tracking Number: MNNP-126757603 *State:* Arkansas
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Dismemberment Dismemberment
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Disposition

Disposition Date: 07/15/2011

Implementation Date:

Status: Disapproved

Comment:

This submission is being disapproved since we did not receive a response to our Objection Letter nor our Note to Filer.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Disapproved	Yes
Supporting Document	Application	Disapproved	Yes
Supporting Document	Cover Letter	Disapproved	Yes
Supporting Document	Bylaws	Disapproved	Yes
Supporting Document	Variables	Disapproved	Yes
Form	AD&D Certificate	Disapproved	Yes
Form	Rider	Disapproved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/15/2011
Submitted Date 04/15/2011

Respond By Date

Dear Kathy Healy,

This will acknowledge receipt of the captioned filing.

Objection 1

- AD&D Certificate , HC15GP (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Objection 2

- Bylaws (Supporting Document)

Comment:

It is requested that you provide a copy of the Articles of Incorporation as outlined under ACA 23-86-106(2)(A)(i). Also, does the association comply with ACA 23-86-106(2)(A)(ii)(iii)?

Attached is a questionnaire that we are requesting be completed on each association group.

Thank you for your cooperation.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

We have received your filing regarding the above named association/ discretionary group. To determine if this organization is a qualified group under our statutes, please provide the answers to the following questions:

1. Name and address of the group.
2. Is this group incorporated? If so, give state of incorporation.
3. Is there a current office in Arkansas?
4. Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details.
5. Are annual dues charged? If so, specify amount.
6. What are the specific activities of the organization?
7. What benefits are provided to the members in addition to insurance?
PLEASE ATTACH BROCHURES ON THE BENEFITS.
8. What qualifies an individual for membership?
9. How are members recruited? If by mailing list, advise the source of this list.
10. Attach a copy of the organization by-laws.
11. Also, enclose a list of dues paying members residing in Arkansas with full addresses. If the organization considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.
12. Please attach a copy of the organization's most recent financial statement.
13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

Approval of the organization as a qualified group for insurance purposes will be determined upon receipt of your reply.

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Note To Filer

Created By:

Rosalind Minor on 05/13/2011 02:11 PM

Last Edited By:

Rosalind Minor

Submitted On:

07/15/2011 09:59 AM

Subject:

My objection letter of 4/15/2011

Comments:

As of this date, we have not received a response to the objection letter of 4/15/11.

If a response if not received by June 6, 2011, the submission will be disapproved.

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Form Schedule

Lead Form Number: HC15GP

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Disapproved 07/15/2011	HC15GP	Certificate	AD&D Certificate	Initial			HC15GP.pdf
Disapproved 07/15/2011	R-08677AR	Certificate Amendment, Insert Page, Endorsement or Rider	Rider	Initial			R-08677AR.pdf

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE

SCHEDULE OF BENEFITS

[Insured Person:	Basic AD&D Full Amount: \$500 to \$50,000*
Participating Financial Organization:	Basic Coverage Effective Date:
Premium Amount:	Supplemental AD&D Full Amount: \$1,000 to \$750,000*
Coverage ID:	Supplemental Coverage Effective Date:
Coverage Type: Individual/Family	

* On the date you attain age 70, your amount of insurance will be reduced by 50%. If you are age 70 or over, you will not be eligible for amounts of insurance that are more than 50% of the full amounts shown above.

Basic coverage applies to Insured Persons only.

If you have more than one certificate for Supplemental AD&D insurance under the Group Policy, the total Supplemental AD&D coverage under all certificates may not exceed the maximum amount of **[\$300,000]**. If coverage exceeds the maximum amount, premiums paid for coverage over the maximum amount will be refunded.

Note: Premiums will automatically be debited from your checking account the first week of each quarter beginning with the effective date indicated above.]

INSURED PERSON INSURANCE

Effective Date: Your effective date of insurance is stated in the Schedule of Benefits.

Eligibility: You must meet all of the following conditions to become insured:

- Be at least age 18 on the date of application.
- Reside in the U.S.
- Be a customer/member of the Participating Financial Organization.
- You have completed and we have received an enrollment form for coverage under this Group Policy or you were covered under the prior policy's Accidental Death and Dismemberment coverage on the day prior to the date the Participating Financial Organization became a participant under this Group Policy.

Termination of Insurance: Your Basic Coverage terminates on the earlier of:

- [[12] months from the Effective Date.]
- the date the Group Policy is terminated.
- the premium due date on or next following the date you cease to be an active member of the Participating Financial Organization.
- the premium due date on or next following the date the Participating Financial Organization terminates coverage under the Basic Plan of the Group Policy or ceases to pay the required premium.

Your Supplemental Coverage terminates on the earlier of:

- the date the Group Policy is terminated.
- the premium due date on which you fail to pay any required premium, subject to the Individual Grace Period provision.

Effective Date of Change in Amount of Insurance: If you give us a written request for a change in your coverage and you are not eligible for the requested coverage, the change will not become effective. If you are eligible for the coverage requested, the change will become effective on the first day of the next premium cycle following receipt of your request.

Individual Grace Period: After the first premium has been paid, you will have a 31 day grace period following the date your premium is due. If your premium has not been received by us before the 31 day grace period ends, your Supplemental coverage will terminate in accordance with the Termination provision.

Request for Cancellation of Coverage: You may cancel your coverage at any time. You will be refunded any portion of your premium due as a result of the cancellation. You may cancel by writing to: [Plan Administrator, ADDRESS, or by calling Customer Assistance.]

DEPENDENTS' INSURANCE

You are insured for Dependent's insurance if it is included in the Schedule of Benefits.

Effective Date: Each Eligible Dependent will become covered under the Group Policy on the later of:

- the date you become an Insured Person.
- the first day of the next premium cycle following receipt of your written request for Dependents Insurance.
- the date the person qualifies as an Eligible Dependent, and resides in the U.S.

Termination of Insurance: Coverage for each Eligible Dependent terminates on the premium due date next following the earlier of:

- the date you cease to be an Insured Person.
- the date the dependent ceases to qualify as an Eligible Dependent.

Coverage for an **Incapacitated Child** who, on the date he or she reaches age 24 is:

- covered under the Group Policy,
- mentally or physically incapable of earning his or her own living, and
- unmarried and primarily dependent on you for support and maintenance

will not terminate solely due to age. However, you must give us notice of the incapacity within 31 days of the termination date. Coverage will continue as long as the incapacity continues and the required premium is paid. We may, from time to time, require proof of continued incapacity and dependency. After the first two years, we cannot require proof more than once each year.

Effective Date of Change in Amount of Insurance: If you give us a written request for a change in your coverage and you are not eligible for the requested coverage, the change will not become effective. If you are eligible for the coverage requested, the change will become effective on the first day of the next premium cycle following receipt of your request.

AD&D BENEFIT

Basic Insurance – If your injury results in any of the following losses within [365 days] after the date of the accident, we will pay the benefit shown in the Loss Table. We will not pay more than the full amount for all losses due to the same accident. Your full amount of Basic Insurance is shown in the Schedule of Benefits.

Supplemental Insurance - If a Covered Person’s injury results in any of the following losses within [365 days] after the date of the accident, we will pay the benefit shown in the Loss Table. We will not pay more than the full amount per Covered Person for all losses due to the same accident. Your full amount of Supplemental Insurance is shown in the Schedule of Benefits. If Dependents’ Insurance is elected, benefits are a percentage of your full amount of Supplemental Insurance as follows:

	[Spouse	Each Child
You with:		Spouse only	60% / 100%	0%
		Spouse & Child(ren)	50% / 60% / 100%	20% / 25%
		Child(ren) only, no covered Spouse	0%	25%]

Loss Table

Covered Accident Resulting In:	The benefit is:
[Loss of life	Full Amount
Loss of both hands, both feet or sight of both eyes	Full Amount
Loss of one hand and one foot	Full Amount
Loss of speech and hearing in both ears	Full Amount
Loss of one hand or one foot and sight of one eye	Full Amount
Loss of one hand or one foot or sight of one eye	50% of Full Amount
Loss of speech	50% of Full Amount
Loss of hearing in both ears	50% of Full Amount
Loss of thumb and index finger of same hand	25% of Full Amount]

Loss of hands or feet means loss by being permanently, physically severed at or above the wrist or ankle. Loss of sight means total and permanent loss of sight. Loss of speech and hearing means total and permanent loss of speech and hearing. Loss of thumb and index finger means loss by being permanently, physically, entirely severed.

We pay a benefit if the covered loss is a result of a forced landing, stranding, sinking or wrecking of a conveyance in which the Covered Person was an occupant at the time of the accident. A Covered Person will be presumed to have suffered loss of life if his or her body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of disappearance.

ADDITIONAL AD&D BENEFITS PROVIDED [UNDER SUPPLEMENTAL INSURANCE ONLY]

[Common Carrier Benefit – We pay a Common Carrier benefit in addition to the AD&D benefit if the Covered Person suffers a covered loss while riding as a passenger on any Common Carrier. The benefit amount is an additional 100% of the [Supplemental] AD&D benefit otherwise payable for the loss. Common Carrier means a public conveyance operated by a licensed common carrier for the transportation of passengers for hire with published schedules.]

[Anti-Inflation Benefit – We pay an Anti-Inflation benefit in addition to the AD&D benefit if the Covered Person suffers a covered loss. The Anti-Inflation benefit will be the amount of the Covered Person’s [Supplemental] Insurance at the time of claim multiplied by [5%] for every [two years] the Covered Person’s [Supplemental] insurance remains in force continuously to a maximum of [10 years]. If the Covered Person increases coverage, the Anti-Inflation benefit will be applied separately to each additional amount. If coverage is decreased, any Anti-Inflation benefit applied will be reduced proportionately.]

[Education Benefit - We pay an Education benefit in addition to the AD&D benefit if you die due to a covered accident and your Eligible Dependent children are covered under the Group Policy. This benefit will be paid at the end of each annual period following your death to each Eligible Dependent child who is enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond grade 12 within [365 days] following the date of your death. We must receive proof that the Eligible Dependent is a student. The benefit amount is an additional [2%] of the Full Amount of your [Supplemental] AD&D benefit per year for up to [4 years]. Education benefits are paid to each Eligible Dependent student, or to the Eligible Dependent's legal guardian. If you have no Eligible Dependent child at the time of your death, [2%] of the [Supplemental] AD&D benefit will be paid to your beneficiary.]

[Rehabilitation Benefit – We pay a Rehabilitation benefit in addition to the AD&D benefit if due to a covered loss the Covered Person receives rehabilitation services, subject to the following conditions:

- Rehabilitation services must be received within 2 years of the covered accident.
- Only one maximum benefit is payable for all losses or injuries due to the same covered accident.
- No benefit is payable if the Covered Person is entitled to benefits under any Workers' Compensation or similar law.

The rehabilitation benefit will be an additional [2%] of the Covered Person's [Supplemental] AD&D benefit to a maximum of [\$5,000]. Rehabilitation benefits will only be paid for covered AD&D losses, and the rehabilitation services must be prescribed by a doctor.]

[Accident Hospital Income Benefit – We pay an **Accident Hospital Income** benefit in addition to the AD&D benefit if due to a covered loss the Covered Person is confined in a hospital for more than 7 consecutive days. The benefit amount is an additional [1%] of the [Supplemental] AD&D benefit per month of confinement otherwise payable for this loss to a maximum of [\$1,500] per month and 1/30th of the monthly benefit for each day of a partial month. If the Covered Person is confined in a hospital for more than 7 consecutive days, benefits will be paid retroactively to the first day. Confinement must occur within 90 days of the covered accident. **Confined, Confinement** means being admitted to a hospital for inpatient hospital services and being charged for at least one day's room and board by the hospital for each admittance. **Hospital** – means an institution licensed as a hospital in the state in which it is located, which meets the following conditions:

- Operates pursuant to law.
- Provides primary and continuous medical care and treatment of sick and injured persons on an inpatient basis.
- Operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified doctors.
- Provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital is not an institution that is mainly a nursing home, convalescent home, skilled nursing facility, place for drug addicts or alcoholics, rest home, extended care facility or home for the aged. Accident Hospital Income benefits are paid for a maximum of one year for each separate hospital stay.]

[Adaptive Home and Vehicle Benefit – We pay an Adaptive Home and Vehicle benefit in addition to the [Supplemental] AD&D benefit for a covered loss, other than loss of life. The benefit will be the lesser of:

- [2%] of the Full Amount of the Supplemental AD&D benefit.
- the actual charges for labor and material.
- [\$2,500].

Benefits are paid for a one-time cost of alterations needed as a result of a covered loss to the Covered Person's principal residence to make it accessible and/or the Covered Person's private automobile to make it drivable or rideable. Costs must be incurred within 2 years from the date of the covered loss. **Private Automobile** means a four wheeled private passenger car, station wagon, pick-up truck, van, sport utility vehicle or jeep-type automobile which is not being used as a common carrier. Benefits for home alterations or vehicle modifications are paid if made by a business licensed by the state to perform such alterations or modifications.]

[Coma Benefit – We pay a Coma benefit in addition to the AD&D benefit if due to a covered accident the Covered Person is in a coma. Coma benefit payments will stop when the Covered Person is no longer in a coma or when maximum benefits have been paid, whichever comes first. The benefit amount is an additional [2%] of the [Supplemental] AD&D benefit per month for up to [12 months], to a maximum of [\$24,000]. **Coma** means that the Covered Person remains unresponsive to any stimuli and speechless for a period of time not less than 30 days, as determined by a doctor. If the Covered Person is physically and mentally incapable of receiving and cashing Coma benefit payments, then the payments instead will be made to a person legally authorized to receive the payments on the Covered Person's behalf.]

[Burn Disfigurement Benefit – We pay a Burn Disfigurement benefit if due to a covered accident the Covered Person suffers disfigurement due to burns covering at least [5%] of the Covered Person's body. The benefit amount is [10%] of the [Supplemental] AD&D benefit to a maximum of [\$30,000]. **Burn Disfigurement** means damage to the skin or other body parts resulting in permanent scarring caused by extreme heat, flame, contact with heated objects, or chemicals. Burn Disfigurement benefits are paid to the Covered Person, if living, otherwise to the Covered Person's beneficiary.]

EXCLUSIONS

We do not pay benefits for loss directly or indirectly caused by any of the following:

- An accident occurring before the Effective Date of the Group Policy.
- Suicide or intentionally self-inflicted injury, while sane or insane.
- Physical or mental illness.
- Bacterial infection or intentional bacterial poisoning. **Exception:** Infection from a cut or wound caused by an accident.
- [Riding in or descending from an aircraft as a pilot or crew member.]
- Any armed conflict, whether declared as war or not, involving any country or government.
- An accident which occurs while in the military service for any country or government. **Exception:** Injury resulting from non-military or non-combat activity within the U.S.
- An accident which occurs when the Covered Person commits or attempt to commit a felony.
- Use of any drug, narcotic or hallucinogenic agent, unless prescribed by a doctor or taken as directed by a doctor or the manufacturer.
- The Covered Person's intoxication. Intoxication means the Covered Person's blood alcohol content meets or exceeds the legal presumption of intoxication under the laws of the state where the accident occurred.

CLAIM PROCEDURES

Submitting a Claim – the claimant, or someone on their behalf, must send us written notice of the loss on which the claim will be based. The notice must -

- include information to identify the Covered Person, like name, address and Group Policy number.
- be sent to [our Plan Administrator, ADDRESS.]
- be sent within 20 days after the loss for which claim is based has occurred or as soon as reasonably possible.

Claim Forms – We or our authorized agent will send proof of loss claim forms to the claimant or to the Policyholder to give to you. We will send the forms within 15 days after we receive notice of claim. If the forms are not furnished within 15 days of giving notice of the loss, the claimant will be deemed to have complied with the Group Policy's requirements for proof of loss if the claimant submits, within the timeframes outlined below, written proof covering the occurrence, the character, and the extent of the loss for which the claim is made.

Proof of Loss - The claimant, or someone on their behalf, must return the written proof of loss to us within 90 days of the loss or as soon as reasonably possible. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, as long as the proof is furnished as soon as reasonably possible. However, in the absence of legal capacity, proof of loss must be furnished no later than one year from the time proof is otherwise required. Written proof of loss includes details of how the loss occurred.

Benefit Payments - Benefits under the Group Policy are paid when proof of loss is received. Claims are paid in the order received.

Payment of Proceeds - Where indicated, we pay proceeds to the beneficiary. If there is more than one beneficiary, each receives an equal share, unless the Covered Person has requested otherwise, in writing. To receive proceeds, a beneficiary must be living on the earlier of the following dates:

- The date we receive proof of death.
- The tenth day after the Covered Person's death.

If there is no eligible beneficiary or one is not named, we pay the proceeds in the following order:

- [1. Spouse.
2. Natural and adopted children.
3. Parents.
4. Brothers and Sisters
5. Estate.]

The person must be living on the tenth day after your death. All other benefits due and not assigned will be paid to you, if living. Otherwise, the benefits will be paid according to the above.

Overpayment - If we pay a benefit under the Group Policy and it is later shown that a lesser amount should have been paid, we will be entitled to a refund of the excess.

GENERAL PROVISIONS

Health Insurance Assignment – A Covered Person may not transfer to anyone else –

- ownership of any certificate issued under the Group Policy.
- insurance under the Group Policy.

Legal Action - Legal action may not be taken to receive benefits until 60 days after the date proof of loss is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of loss must be submitted. If the Policyholder's state requires longer time limits, we will comply with the state's time limits.

Exam and Autopsy - When reasonably necessary, we may have the Covered Person examined while a claim is pending under the Group Policy. We pay for the initial exam. If not forbidden by state law, we may have an autopsy made if the Covered Person dies.

Incontestability – The Covered Person’s insurance has a contestable period starting with the effective date of insurance and continuing for 2 years while the Covered Person is living. During that 2 years, we can contest the validity of the Covered Person’s insurance because of inaccurate or false information received relating to the Covered Person’s insurability. Only statements that are in writing and signed by the Covered Person can be used to contest the insurance.

[Customer Assistance – For Customer Assistance/Information, call 1-8XX-XXX-XXXX; 7:00 am to 8:00 pm Monday through Friday, and 8:30 am to 5:00 pm Saturday, Central Time.]

DEFINITIONS

Accident, Accidental Injury – bodily injury resulting from an unexpected and unforeseeable event. We consider all injuries received in one accident as one accidental injury. Infection resulting from a cut or wound caused by an accident is also an accidental injury. Accidental injury does not include intentional poisoning, disease or any other type of infection, except as stated above.

Child –

[• your natural or adopted child, who is dependent on you for support and maintenance.

• a child for whom you have legal obligation for purposes of adoption.

• a child who is primarily dependent on you for support and maintenance and who is your stepchild, your foster child, or a child for whom you are a legal guardian.]

Covered Person – you or your Eligible Dependent while you, he or she is covered for insurance under the Group Policy.

Eligible Dependent –

[• your legal spouse.

• your unmarried child less than 24 years of age.

The term “dependent” does not include a parent of you or your spouse.]

Group Policy – the written group insurance contract between ReliaStar Life and the Policyholder.

Policyholder – [ABC Association]

ReliaStar Life – ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

Sickness – any physical illness.

Spouse – your legal husband or wife.

We, Us, Our – ReliaStar Life.

Written, In Writing – signed, dated and received at our Home Office in a form we accept.

You, Your, Insured Person – an eligible person while he or she is covered for insurance under the Group Policy.

ReliaStar Life Insurance Company

CERTIFICATE BOOKLET RIDER

Applicable to Arkansas Residents

Consumer Notice

The nearest servicing office is the Minneapolis, Minnesota office of ReliaStar Life Insurance Company. The mailing address is PO Box 20, Minneapolis, Minnesota 55440-0122 Telephone: (800) 537-5024. If you are not provided with reasonable and adequate service, you should feel free to contact the Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street (Corner of Third and Cross Street), Little Rock, Arkansas 72201-1904 Telephone: (501) 371-2640 Toll Free in AR: (800) 852-5494.

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Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Disapproved	07/15/2011
Comments:			
Attachment:			
	ARReadabilityCert.pdf		

		Item Status:	Status Date:
Bypassed - Item:	Application	Disapproved	07/15/2011
Bypass Reason:	Not applicable. Policy is not being filed. Coverage provided under the Certificate is guaranteed issue.		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Cover Letter	Disapproved	07/15/2011
Comments:			
Attachment:			
	ARLETTER.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Bylaws	Disapproved	07/15/2011
Comments:			
Attachment:			
	FSA Bylaws.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Variables	Disapproved	07/15/2011

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Comments:

Attachment:

HC15GP_Variables.pdf

READABILITY CERTIFICATION

Arkansas Statutes, Title 23, Chapter 80, Subchapter 2
Life and Disability Insurance Policy Language Simplification Act

ReliaStar Life Insurance Company hereby certifies that Form HC15GP has achieved a Flesch Reading Ease Score of 46.2 and complies with the requirements of the Life and Disability Insurance Policy Language Simplification Act.



S. Saver-Patterson
Assistant Secretary

April 14, 2011
Date

ReliaStar Life Insurance Company
20 Washington Avenue South
Minneapolis, MN 55401
Tel.: 612.372.5795
Fax: 612.342.3695
Email: kathy.healy@us.ing.com

Kathy Healy, FLMI, AIRC
Compliance Analyst

April 14, 2011

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

RE: ReliaStar Life Insurance Company – NAIC #67105
Group Accidental Death and Dismemberment Certificate HC15GP and
Rider R-08677AR
OUT OF STATE FILING

We enclose the above captioned certificate and rider for filing with your Department.

The group policy is intended to be issued to associations, or to trustees of a fund established by such an association, that work through companies in the financial services industry to solicit their customers for membership. Members and dependent spouses and children of the association will be offered coverage on a guaranteed issue basis.

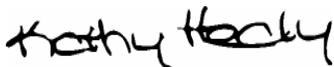
The certificate and rider will be used initially with a specific policyholder, Financial Services Association, situated in Tennessee and covering residents in your state. Other eligible associations may also be issued the group policy.

Certificate HC15GP was approved by the Tennessee Insurance Department on March 24, 2011.

Attached for your information is the Variable Chart.

Also attached for your information are the bylaws for the policyholder, Financial Services Association.

Thank you for your consideration of this submission.



Kathy Healy

Enclosure

**THIRD AMENDED AND RESTATED
CONSTITUTION AND BYLAWS
of
FINANCIAL SERVICES ASSOCIATION**

ARTICLE I - NAME

The name of this organization shall be FINANCIAL SERVICES ASSOCIATION (the "Association").

ARTICLE II - PURPOSES

The purposes of the Association are to expand its Members' common interests in learning more about various financial services and how they can better arrange their own financial planning and to provide its Members with a variety of financial services selected from, but not limited to, the following.

- Personalized checks, check covers and deposit slips.
- Unlimited checking account activity.
- Membership identification card.
- Travel Check purchase without issue charge.
- Money Order purchase without issue charge.
- Cashier's Check purchase without issue charge.
- Accident Death and/or other appropriate insurance coverages.
- Financial newsletter or magazine.
- Personal information about other financial services offered by financial institutions.
- Information regarding group travel and travel arrangements.
- Merchandise purchases at group discounts.
- Knowledge of services and opportunities offered by financial institutions throughout the United States.
- 24-hour banking services.
- Credit and Debit Card services.
- Educational services.
- Other related services.

The Association is not formed, and does not conduct its operations, for the purpose of obtaining or providing any single service or product.

ARTICLE III - GOVERNANCE

SECTION 1. The government of this Association shall be vested in a board to be known as the Council of the Association (the "Council"). Six (6) individuals, each of whom is actively associated with a Sponsor Member of the Association or the designated Administrator, if any, of the Association shall be elected to the Council as provided by the Bylaws. Members of the Council need not be Individual Members of the Association, but shall serve to consider and thither the common interests of Individual Members consistent with the Association's purposes.

SECTION 2. The Council shall have the authority to delegate administrative duties and functions to an Administrator, which may be an individual, partnership, association, corporation, limited liability company or other entity and which may be removed by the unanimous vote of the Council.

ARTICLE IV - MEMBERSHIP

SECTION 1. The Association shall not issue any shares of stock. Rather membership in the Association shall consist of two classes: (a) Individual Members, and (b) Sponsor Members.

SECTION 2. A Sponsor Member shall be any financial institution or other approved entity, which establishes a local chapter or program of the Association in the manner approved by the Council of the Association. A Sponsor Member may use such name as it desires for its local chapter, subject to disapproval by the Council.

SECTION 3. Individual Members shall include any customer of an approved Sponsor Member. Individual memberships are renewed continuously until terminated by the individual member.

SECTION 4. An Individual Member shall be removed from membership in the Association upon his or her action, which terminates membership in the local chapter. His or her individual membership may be continued after termination of the local chapter by the Sponsor Member, subject to disapproval by the Council.

SECTION 5. A Sponsor Member shall be removed from membership in the Association upon termination of its local chapter, either by its action or by action of the Council.

SECTION 6. Members shall have the right to vote at all meetings of the Association.

SECTION 7. Periodic membership dues shall be imposed with respect to, or on behalf of, each Member in accordance with the Bylaws of the Association or as otherwise approved by the Council. Such dues may vary in amount depending on any financial services and or products obtained by a Member as a result of its membership in the Association, the cost of which the Association, in the discretion of the Council, may deduct and pay out of such dues. In addition, the Association may solicit, and Members may make, voluntary contributions to the Association.

SECTION 8. Sponsor Memberships in this Association shall be transferable but shall cease upon any of the following events: (a) termination of the local chapter of the Association sponsored by the affected Sponsor Members; or (b) failure to forward to the Association the net membership fees or dues of Individual Members when due.

SECTION 9. The Association, by action of the Council, may extend membership privileges to the members of other associations or groups having similar interests and purposes. In such event, such members shall become Members of the Association subject to the provisions of the Association's Constitution and Bylaws then in effect. In this regard, it is acknowledged that the Association has previously extended membership privileges to former members of United Bank Club Association.

ARTICLE V - JURISPRUDENCE

All questions pertaining to the validity, construction, and administration of the Association, its Constitution and Bylaws shall be determined in accordance with the laws of the State of Tennessee.

ARTICLE VI - DURATION

The association shall exist perpetually.

ARTICLE VII - TERMINATION

The Association may be dissolved and terminated only with written consent signed by a majority of the Members or upon the unanimous vote of the Council. Written notice of a proposal to the Members to dissolve, setting forth the reasons therefore and the disposition to be made of the assets shall, to the extent practical, be provided to every Member at least thirty (30) days in advance of such dissolution.

ARTICLE VIII - WRITTEN CONSENT

The Council may take action by written consent, setting forth the action so taken and signed by a majority of the Members of the Council, as the case may be.

BYLAWS OF ASSOCIATION

SECTION 1. Members of the Council shall be elected at any meeting of the Association and shall serve until their successors are duly elected and qualified. Any Council member may be removed by majority vote of the other Council members at any time, with or without cause.

SECTION 2. No member of the Council shall be compensated by the Association for serving in such capacity.

SECTION 3. The Council is vested with the right to elect its own officers who shall be a Chairman, Secretary and Treasurer, provided that with the exception of the Chairman and Secretary, any person may hold more than one office.

SECTION 4. The annual meeting of the Association for the transaction of the general business shall be on such date as the Council may direct, and shall be held at such time and place as the Council may designate. Failure to hold the annual meeting shall not cause a forfeiture or the dissolution of the Association. As permitted by the Constitution, the Members of the Association or the Council may take action by consent in lieu of any meeting. The Council shall endeavor, as practical, to extend written notice to the Members stating the place, day and time of any meeting of the Association. Notice may be waived by any Member.

SECTION 5. Special meetings of the Association may be called at any time by the Chairman and must be called at any time by the Chairman, or, in his absence, by the Secretary, upon the written request of a majority of the Council and compliance with the notice provisions of Section 4.

SECTION 6. A majority of the voting Members represented in person or by proxy, or a majority of the members of the Council, shall constitute a quorum in any meeting of the Association. The members present at a duly organized meeting shall continue to conduct business until adjournment, notwithstanding the withdrawal of Members to less than a quorum.

SECTION 7. Regular meetings of the Council shall be held in conjunction with the annual meeting of the Association and at intervals thereafter upon five (5) days notice to members of the Council, which notice may be waived in writing or by presence at the meeting. Telephonic meetings are expressly permitted. At such meetings, Council members shall consider and further the interests of Association members.

SECTION 8. The Chairman or any member of the Council may call a special meeting of the Council at any time, upon the giving of five (5) days written notice, which notice may be waived in

writing or by presence at the meeting.

SECTION 9. A majority of the members of the Council shall constitute a quorum at all meetings.

SECTION 10. The Constitution and Bylaws may be amended by the affirmative vote of a majority of the Sponsor Members voting at any regular or special meeting of the Association, provided notice of such amendment(s) and the nature thereof shall have been given to the Sponsor Members with notice of said meeting.

SECTION 11. This Constitution and Bylaws may be amended by the unanimous vote of the Council constituting a quorum at a meeting called for such purpose provided that notice of the proposed amendment(s) shall be included in the call.

CERTIFICATION OF SECRETARY

The undersigned, being the duly elected Secretary of the Council of the Association, hereby certified that the foregoing Third Amended and Restated Constitution and Bylaws of Financial Services Association has been duly adopted by the Council, on behalf of the Association, effective as January 23, 2007 and supercedes the former Second Amended and Restated Constitution and Bylaws of Financial Services Association dated December 19, 2000.



SECRETARY

**VARIABLE MATERIAL CHART
FOR
CERTIFICATE HC15GP**

Certificate HC15GP Section	Bracketed Material	Explanation of Bracketed Material
State Resident Notices	All	State notices may be included or removed depending on the insured's residence. Other state required wording may also be added.
First Page	Group Policy Number Policyholder Table of Contents For Supplemental Insurance Page Numbers	Will be specific to group Will be specific to group Will be included or removed Page numbers may change
SCHEDULE OF BENEFITS	All	Will be specific to group Range for Basic AD&D Amount is \$500 to \$50,000 Range for Supplemental Coverage Amount is \$1,000 to \$750,000.
INSURED PERSON INSURANCE	First Bullet under Termination of Insurance – Basic Coverage provision Plan Administrator information in Request for Cancellation of Coverage provision	Will be included or removed Range for 12 is 6-24 Will be specific to group
AD&D BENEFIT	365 days in Basic and Supplemental Insurance provisions Benefit Percentage section Loss Table	Range is 180-365 days or 1 year Will be specific to group. If included, range for Spouse coverage is 50-100%. If included, range for Children coverage is 20-100% Will be specific to group
ADDITIONAL AD&D BENEFITS	Under Supplemental Insurance Only Supplemental – all references Common Carrier Benefit Anti-Inflation Benefit 5% two years 10 years Education Benefit 365 days 2% 4 years Rehabilitation Benefit 2% \$5,000 Accident Hospital Income Benefit 1% \$1,500	Will be included or removed Will be included or removed Will be included or removed Will be included or removed Range is 2-20% Range is 1-4 years Range is 5-20 years Will be included or removed May change to 1 year or 2 years Range is 1-10% Range is 4-6 years Will be included or removed Range is 1-10% Range is \$3,000-\$5,000 Will be included or removed Range is 1-10% Range is \$1,500 to \$10,000

**VARIABLE MATERIAL CHART
FOR
CERTIFICATE HC15GP**

Certificate HC15GP Section	Bracketed Material	Explanation of Bracketed Material
ADDITIONAL AD&D BENEFITS (cont.)	<p>Adaptive Home and Vehicle Benefit 2% \$2,500</p> <p>Coma Benefit 2% 12 months \$24,000</p> <p>Burn Disfigurement Benefit 5% 10% \$30,000</p>	<p>Will be included or removed Range is 1-10% Range is \$1,000-\$10,000</p> <p>Will be included or removed Range is 2-25% Range is 12-24 months Range is \$12,000-\$120,000</p> <p>Will be included or removed Range is 2-5% Range is 5-25% Range is \$10,000-\$250,000</p>
EXCLUSIONS	Fifth Bullet	Will be included or removed
CLAIM PROCEDURES	<p>Plan Administrator information contained in second bullet in Submitting a Claim provision</p> <p>Order of proceeds in Payment of Proceeds provision</p>	<p>Will be specific to group</p> <p>Will be specific to group</p>
GENERAL PROVISIONS	Customer Assistance provision	Will be included or removed. In included, will be specific to group.
DEFINITIONS	<p>Definition of Child</p> <p>Definition of Eligible Dependent</p> <p>Definition of Policyholder</p>	<p>Will be specific to group</p> <p>Will be specific to group. Child age will not be less than 24, however, it may be higher.</p> <p>Will be specific to group</p>