

SERFF Tracking Number: BFLI-127352460 State: Arkansas
 Filing Company: Bankers Fidelity Life Insurance Company State Tracking Number: 49560
 Company Tracking Number: AR B 0211 CIBR-2
 TOI: L04I Individual Life - Term Sub-TOI: L04I.103 Renewable - Single Life - Fixed/Indeterminate Premium
 Product Name: Critical Illness Benefit Rider
 Project Name/Number: /

Filing at a Glance

Company: Bankers Fidelity Life Insurance Company

Product Name: Critical Illness Benefit Rider SERFF Tr Num: BFLI-127352460 State: Arkansas
 TOI: L04I Individual Life - Term SERFF Status: Closed-Approved-Closed State Tr Num: 49560
 Sub-TOI: L04I.103 Renewable - Single Life - Fixed/Indeterminate Premium Co Tr Num: AR B 0211 CIBR-2 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Jill Jones, Bridgett Williams, Tina Cunningham, Lyn Ezell, Sharon White, Ron Crow, Norma Christopher Disposition Date: 08/16/2011
 Date Submitted: 08/15/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:
 State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments: Pending submission to state of Georgia.
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 08/16/2011
 State Status Changed: 08/16/2011
 Deemer Date: Created By: Tina Cunningham
 Submitted By: Tina Cunningham Corresponding Filing Tracking Number:
 Filing Description:
 This rider is being submitted for your review and approval and will not replace any previously approved form. This rider provides for payment of an accelerated death benefit in the event of a diagnosis of a critical or terminal illness.

This rider will be marketed through individual solicitation by personally producing, licensed and contracted agents and

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brokers. An actuarial memorandum demonstrating cost factors and reserves is included.

Company and Contact

Filing Contact Information

Tina Cunningham, Compliance Analyst L1 tcunningham@atlam.com
 4370 Peachtree Road NE 404-266-5723 [Phone]
 Atlanta, GA 30319 404-926-4092 [FAX]

Filing Company Information

Bankers Fidelity Life Insurance Company CoCode: 61239 State of Domicile: Georgia
 4370 Peachtree Rd NE Group Code: 587 Company Type: Life & Health
 Atlanta, GA 30319 Group Name: 61239 State ID Number:
 (404) 266-5600 ext. [Phone] FEIN Number: 58-0658963

Filing Fees

Fee Required? Yes
 Fee Amount: \$25.00
 Retaliatory? Yes
 Fee Explanation: Rider @ \$25.00 each
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Bankers Fidelity Life Insurance Company	\$25.00	08/15/2011	50638424

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	08/16/2011	08/16/2011

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Disposition

Disposition Date: 08/16/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Forms Use List		Yes
Supporting Document	Statement of Variability		Yes
Form	Critical Illness Benefir Rider		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	B 0211-2 CIBR	Policy/Cont ract/Fraternal Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		61.900	B 0211-2 CIBR.pdf

BANKERS FIDELITY LIFE INSURANCE COMPANY

Atlanta, Georgia

ACCELERATED DEATH BENEFIT RIDER For Critical or Terminal Illness

This Rider is attached to and made a part of the Policy as of the Effective Date for this Rider shown on the Policy Specifications Page. It is issued in consideration of the answers contained in the application. Except as stated elsewhere in this Rider, all of the definitions, provisions, conditions, limitations and exceptions of the Policy to which it is attached apply to this Rider.

CAUTION: RECEIVING ACCELERATED DEATH BENEFITS MAY HAVE TAX CONSEQUENCES OR AFFECT YOUR ELIGIBILITY FOR PUBLIC FUNDS SUCH AS MEDICARE, MEDICAID OR SOCIAL SECURITY. YOU SHOULD CONSULT A TAX PROFESSIONAL OR OTHER COUNSELOR BEFORE RECEIVING SUCH BENEFITS.

DEFINITIONS

When We use the following words, this is what We mean:

CANCER IN SITU – a Diagnosis of cancer wherein the tumor cells lie within the tissue of origin without having invaded neighboring tissue. Cancer in Situ includes:

1. early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
2. melanoma not invading the dermis.

Cancer in Situ does not include:

1. other skin malignancies;
2. pre-malignant lesions (such as intraepithelial neoplasia); or
3. benign tumors or polyps.

Cancer in Situ must be Diagnosed pursuant to a Pathological or Clinical Diagnosis.

CLINICAL DIAGNOSIS – A Diagnosis of Invasive Cancer or Cancer in Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

1. a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
2. there is medical evidence to support the Diagnosis; and
3. a Physician is treating the Insured for Invasive Cancer and/or Cancer in Situ.

CORONARY ARTERY BYPASS GRAFT – the actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary artery disease deemed Medically Necessary to correct a narrowing or blockage of one or more coronary arteries. The surgery must be performed by a Physician board-certified as a Cardiologist. Other surgical or non-surgical treatments such as laser relief or any other intra-arterial procedures are excluded.

DEFINITIONS; continued

CRITICAL ILLNESS – the First Ever Diagnosis by a Physician of any one of the following conditions:

1. Coma – a state of unconsciousness, which has persisted continuously for at least 96 hours, from which the Insured cannot be aroused, in which external stimulation produces no more than primitive avoidance reflexes. Diagnosis of Coma must be made by a Physician board-certified as a Neurologist.
2. Heart Attack – an acute myocardial infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Physician board-certified as a Cardiologist and based on both: a) new clinical presentation and electrocardiographic changes consistent with an evolving Heart Attack; and b) serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a diagnosis of Heart Attack. Established (old) myocardial infarction is excluded.
3. Invasive Cancer – a malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias, lymphomas and multiple myeloma are included. The following are not considered Invasive Cancer: a) pre-malignant lesions (such as intraepithelial neoplasia); b) benign tumors or polyps; c) early prostate cancer diagnosed as T1N0M0 or equivalent staging, d) Cancer in Situ; or e) any skin cancer (other than invasive malignant melanoma in the dermis or deeper skin malignancies that have become metastatic). Invasive Cancer must be diagnosed pursuant to Pathological or Clinical Diagnosis.
4. End-Stage Renal Failure – the chronic and irreversible failure of both of the Insured’s kidneys, requiring the Insured to receive periodic and ongoing dialysis, as Diagnosed by a Physician board-certified in Nephrology.
5. Loss of Limbs – the complete and irreversible severance of two or more limbs at or above the wrist or ankle joint as the result of an accident or medically required amputation, as Diagnosed by a Physician board-certified as medically appropriate for this condition.
6. Major Organ Failure – clinical evidence of major organ failure which requires the malfunctioning organ(s) or tissue of the Insured to be replaced with an organ(s) or tissue from a suitable human donor (excluding the Insured) under generally accepted medical procedures. For the purposes of this Rider, a “Major Organ” eligible under this benefit is limited to: liver, kidney, lung, entire heart, small intestine, pancreas, pancreas-kidney or bone marrow. In order for the Major Organ Failure to be covered under this Rider, the Insured must be registered by the United Network of Organ Sharing (UNOS) or the National Marrow Donor Program (NMDP).
7. Paralysis – a neurological or neuromuscular injury or condition causing the complete and permanent loss of the use of two or more limbs, including but not limited to a diagnosis of paraplegia, quadriplegia or hemiplegia; and, which has been confirmed to have been present for a continuous period of at least 180 days by a Physician board-certified as a Neurologist.
8. Severe Burns – no less than third-degree burns covering at least 20% of the surface area of the Insured’s body, as Diagnosed by a Physician board-certified as a Plastic Surgeon.
9. Stroke – an acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measureable objective neurological deficit persisting for at least 96 hours and expected to be permanent. The Diagnosis of Stroke must be based upon electroencephalography, cerebral angiography and other pertinent clinical findings and made by a Physician board-certified as a Neurologist. Stroke does not include transient ischemic attacks (TIA’s) or mini-strokes, head injury, chronic cerebrovascular insufficiency and reversible ischemic neurological deficits.

DIAGNOSIS; DIAGNOSED – the definitive establishment of a condition through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Physician, who is a board-certified specialist where required under this Rider.

FIRST EVER DIAGNOSIS – the initial or original Diagnosis of a specific condition included in the definition of Critical Illness and of which the Insured has never before in his/her lifetime been Diagnosed.

BENEFITS, continued

Upon payment of the Accelerated Death Benefit, We will provide a Benefit Payment Statement to the Owner showing the:

1. amount of the Accelerated Death Benefit paid;
2. remaining Face Amount payable under the Policy; and
3. balance of any outstanding Policy Loan.

EXCLUSIONS AND LIMITATIONS

This Rider will not cover any Critical Illness or Terminal Illness which:

1. results from being under the influence of alcohol or a controlled substance (other than physician prescribed drugs);
2. is caused by attempted suicide or any intentionally self-inflicted injury, while sane or insane;
3. is First Ever Diagnosed by a Physician less than 30 days after the Effective Date of this Rider or while this Rider is not in force;
4. is for a cancer condition First Ever Diagnosed by a Physician less than 90 days after the Effective Date of this Rider or while this Rider is not in force;
5. is for a Coronary Artery Bypass Graft occurring less than 30 days after the Effective Date of this Rider or while this Rider is not in force.

PREMIUMS

Payment of the Accelerated Death Benefit and the subsequent reduction of the Face Amount of the Policy to which this Rider is attached will not affect or reduce the premiums due for the Policy.

TERMINATION

This Rider will terminate on the earlier of:

1. the Policy Anniversary on or after the Insured reaches age 70;
2. payment of 100% of the Accelerated Death Benefit;
3. continuation of the Policy under any non-forfeiture option;
4. termination of the Policy to which it is attached;
5. Your failure to pay any premium due for this Rider ; or
6. Your written request for termination.

The Policy will terminate upon payment of 100% of the Face Amount as an Accelerated Death Benefit under this Rider.

In witness of the above, **BANKERS FIDELITY LIFE INSURANCE COMPANY** has caused this Rider to be signed by its President.



President

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
Consumer Notice B 0034 AR.pdf		
Guaranty Association Notice B 0076 AR.pdf		
B 0211-2 CIBR Flesch Cert.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: N/A. See forms use list.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment:		
B 0211-2 CIBR Act Memo Christopher 07-29-2011.pdf		

	Item Status:	Status Date:
Satisfied - Item: Forms Use List		
Comments:		
Attachment:		
AR B 0211 CIBR-2 Forms Use List.pdf		

	Item Status:	Status Date:

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Satisfied - Item: Statement of Variability

Comments:

Attachment:

B 0211-2 CIBR Statement of Variability.pdf

BANKERS FIDELITY LIFE INSURANCE COMPANY

Atlanta, Georgia

The following information is being provided to you in accordance with Act 197 of the Arkansas Department of Insurance Regulations:

Bankers Fidelity Life Insurance Company

Policyholder Service Department

4370 Peachtree Road, N.E.

Atlanta, Georgia 30319

Toll-Free: 866-458-7500

Fax: (404) 926-4033

bflphs@atlam.com

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

Arkansas Department of Insurance

Consumer Service Division

1200 West Third Street

Little Rock, Arkansas 72201-1904

(510) 371-2640, (800) 852-5494

Fax: (501) 371-2749

insurance.consumers@arkansas.gov

Your Agent:

{FId0240}

{FId0241} {FId0242}

{FId0243} {FId0244}

{FId0245}

This notice is for information only and does not become a part or condition of your policy.

**LIMITATIONS AND EXCLUSIONS UNDER THE
ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are member of the Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers’ care in selecting the insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association (“Guaranty Association”) may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice.

The Arkansas Life and Health Insurance Guaranty Association
C/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72202

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act (“Act”). Below is a brief summary of the Act’s coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone’s rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 – no matter how many policies and contracts there were with the same company, even if they provided different type of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values – again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

BANKERS FIDELITY LIFE INSURANCE COMPANY

4370 Peachtree Road, N.E., Atlanta, Georgia 30319
(404) 266-5683

FLESCH SCORE CERTIFICATION

B 0211-2 CIBR – Critical Illness Rider

Words: 1,288
Sentences: 56

Score: 61.9

I hereby certify that the Flesch reading ease score of the above forms is as shown.



Sharon A. White
Vice President; Legal/Compliance



Date

**Critical Illness Benefit Rider: B 0211 CIBR-2
POLICY FORMS TO BE USED WITH**

Arkansas

The Critical Illness Benefit Rider may be issued with the following policy forms:

<u>Form Number</u>	<u>Description / Title</u>	<u>Approved by State</u>
B 20601	Level Term Life Insurance	01-11-2006
B 20604	Endowment at Age 100	07-10-2006
B 20801	Level Whole Life Insurance	10-06-2008
B 20803	Level Whole Life Insurance	10-21-2008

Critical Illness Benefit Rider – B 0211-2 CIBR

STATEMENT OF VARIABILITY

<u>Item</u>	<u>Page #</u>	<u>Description of Variability</u>
Accelerated Death Benefit Amount	3	Amount selected by insured; minimum \$1,000 – no maximum