

SERFF Tracking Number: GLIN-128050609 State: Arkansas
Filing Company: Gerber Life Insurance Company State Tracking Number:
Company Tracking Number:
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only
Product Name: Accident Only Outline of Coverage
Project Name/Number: /T66

Filing at a Glance

Company: Gerber Life Insurance Company

Product Name: Accident Only Outline of Coverage SERFF Tr Num: GLIN-128050609 State: Arkansas

TOI: H02I Individual Health - Accident Only SERFF Status: Closed-Approved- Closed State Tr Num:

Sub-TOI: H02I.000 Health - Accident Only Co Tr Num: State Status: Approved-Closed
Filing Type: Form Reviewer(s): Rosalind Minor

Author: Jennifer Wittmann Disposition Date: 02/15/2012

Date Submitted: 02/14/2012 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number: T66

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 02/15/2012

State Status Changed: 02/15/2012

Deemer Date:

Created By: Jennifer Wittmann

Submitted By: Jennifer Wittmann

Corresponding Filing Tracking Number:

Filing Description:

Form: T66 Outline of Coverage

In an effort to align our policy issue and be in compliance with Arkansas Code AAC 054.0018-8, we submit the referenced form for approval. Form T66 is an outline of coverage for a previously approved accident only policy. The accident only policy, form ACC-911-AR, was approved by your department on July 16, 1991.

The policy is sold by direct response. T66 will be attached to the policy at issue. It does not replace any previously approved form.

Submitted with this filing is a readability certification, compliance certification, previously approved application form and

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 policy.

Company and Contact

Filing Contact Information

Jennifer Wittmann, Legal & Compliance Associate
 1311 Mamaroneck Avenue
 White Plains, NY 10605
 jennifer.wittmann@us.nestle.com
 914-272-4000 [Phone]
 914-272-4099 [FAX]

Filing Company Information

Gerber Life Insurance Company
 1311 Mamaroneck Avenue
 White Plains, NY 10605
 (914) 272-4000 ext. [Phone]

 CoCode: 70939
 Group Code:
 Group Name:
 FEIN Number: 13-2611847
 State of Domicile: New York
 Company Type: Life and Health Insurance
 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Form filing =\$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Gerber Life Insurance Company	\$50.00	02/14/2012	56345635

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	02/15/2012	02/15/2012

SERFF Tracking Number: *GLIN-128050609* State: *Arkansas*
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Disposition

Disposition Date: 02/15/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *GLIN-128050609* State: *Arkansas*
 Filing Company: *Gerber Life Insurance Company* State Tracking Number:
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 TOI: *H021 Individual Health - Accident Only* Sub-TOI: *H021.000 Health - Accident Only*
 Product Name: *Accident Only Outline of Coverage*
 Project Name/Number: */T66*

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Accident Only Policy	Approved-Closed	Yes
Supporting Document	Compliance Certification	Approved-Closed	Yes
Form	Accident Only Coverage Outline of Coverage	Approved-Closed	Yes

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Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 02/15/2012	T66	Outline of Coverage	Accident Only Coverage Outline of Coverage	Initial		42.200	T66.pdf

GERBER LIFE INSURANCE COMPANY
[1311 MAMARONECK AVE, WHITE PLAINS, NY 10605]

ACCIDENT ONLY COVERAGE
OUTLINE OF COVERAGE

POLICY [XXXXXXXXXX]

1. **READ YOUR POLICY CAREFULLY** -- This outline of coverage provides a very brief description of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

2. **ACCIDENT ONLY COVERAGE** -- Policies of this category are designed to provide, to persons insured, coverage for certain losses resulting from a covered accident **ONLY**, subject to any limitations contained in the policy. Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses. Coverage is provided for loss of life or dismemberment.

3. **BENEFITS** -- are paid for covered loss as a direct result of injury from an accident. This policy pays the following for accidental death:

Primary Insured:	
24-Hour Coverage	[\$75,000]
[Insured Spouse:	
24-Hour Coverage	\$25,000]

4. **EXCLUSIONS AND LIMITATIONS** – This Policy will not pay benefits for:

- (a) Intentionally self-inflicted injuries or attempts thereat, suicide or attempted suicide while sane or insane;
- (b) Injuries caused by act of declared or undeclared war;
- (c) Injuries received while participating in training exercises or maneuvers of an armed service while a member of an armed service;
- (d) Injuries received while under influence of any controlled substance unless administered on the advice of a physician;
- (e) Injuries received while intoxicated;
- (f) Injuries to which a contributing cause was the insured person's commission of or attempt to commit a felony or being engaged in an illegal occupation;
- (g) Injuries received while riding in any air conveyance except as specifically provided in **CLASSIFICATION OF INJURIES**;
- (h) Sickness.

5. **RENEWABILITY** -- You must pay the renewal premium to keep this Policy in force. As long as we receive your renewal premium before the Grace Period ends, we must accept it. We will never cancel your Policy for any change in your physical condition or for the number of claim payments you receive unless we refuse to renew all policies of this form in

the state where you lived when you purchased this Policy. Then we must send you written notice of such refusal at least 30 days before your policy anniversary. Your renewal premium cannot be changed unless there is a rate adjustment for all policies of this form in the state where you lived when you purchased this Policy.

If you need help with your policy, please call us toll free at 1-800-253-3074.

T66

POLICY [XXXXXXX]

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Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	02/15/2012
Comments:			
Attachment:			
T66-read cert.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	02/15/2012
Comments:			
Attachment:			
AACC-911.pdf			

		Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	02/15/2012
Bypass Reason:	Not applicable		
Comments:			

		Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	Approved-Closed	02/15/2012
Bypass Reason:	Outline of coverage is submittd to be approved by Insurance Department. See forms section.		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Accident Only Policy	Approved-Closed	02/15/2012
Comments:			
Attachments:			
ACC-911-AR(1).pdf			

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ACC-911-AR-2.pdf

	Item Status:	Status
Satisfied - Item: Compliance Certification	Approved-Closed	Date: 02/15/2012
Comments:		
Attachment:		
AR compliance cert.pdf		

READABILITY CERTIFICATION

Company Name: Gerber Life Insurance Company

I hereby certify, that the form(s) listed below has (have) the following readability score(s) as calculated by the Flesch Reading Ease Test.

Form Number	Score
T66	42.2



Robert Lodewick
Vice President, General Counsel

February 14, 2012

Date



ACCIDENT POLICY
APPROVED

Insured: [John Q. Doe]

Date of Issue: [6/5/91]

Policy Number: [1234]

JUL 16 1991

Basic Amount: [\$10,000]

Insurance Commissioner

State of Arkansas

THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US

Your application and the premium you paid put this policy in force as of the Date of Issue. That date is shown on the Policy Schedule. All periods of insurance will start and end at 12:01AM Standard Time where you live.

A. PLEASE READ -- 30-DAY RIGHT TO EXAMINE

Please read this policy. If you are not satisfied, send it back within 30 days after you receive it. Any premium you paid will be refunded. That will mean coverage was never in force.

B. QUALIFIED RIGHT OF RENEWAL/OUR RIGHT TO CHANGE THE PREMIUM RATES

You must pay the renewal premium to keep this policy in force. As long as we receive your renewal premium before the Grace Period ends, we must accept it. We will never cancel your policy--regardless of: 1) any change in your physical condition; 2) how many claim payments you may receive, unless we refuse to renew all policies of this form in the state where you lived when you purchased this policy. Then we must send you written notice of such refusal at least 30 days before your policy anniversary. Your renewal premium cannot be changed unless there is a rate adjustment for all policies of this form in the state where you lived when you purchased this policy.

This is an Accident Only Policy
This Policy Does Not Pay Benefits for Sickness
Nonparticipating

ACC-911-AR

Gerber Life Insurance Company
A Stock Company
Home Office: 66 Church Street White Plains, New York 10601

C.

COVERED LOSSES AND BENEFITS

We agree to pay benefits for the losses described below to all eligible persons shown on the Policy Schedule:

- 1) Who, as a direct result of an injury, and from no other cause, suffer a covered loss within 365 days (except in PA) from the date of an accident; and
- 2) Whose injury results from any of the types of accidents described in the Classification of Injuries provision.

This coverage is subject to the exclusions set forth in the policy and to all the other terms of this policy.

The losses covered by the policy are as follows:

LOSS

For the Insured and Spouse

Benefit

Life:	Full Amount [for the Class]
Both Hands, Both Feet or Both Eyes:	Full Amount [for the Class]
One Hand and One Foot, One Hand and One Eye or One Foot and One Eye:	Full Amount [for the Class]
One Hand, One Foot or One Eye:	One half of the Amount [for the Class]

For Dependent Children: Benefits for each dependent child will be the percent shown on the Policy Schedule of the amount specified for you.

Loss of hand or hands, or foot or feet, means severance at or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means the total and irrecoverable loss of the entire sight thereof. In the event you, your spouse or dependent child suffers more than one of the above losses as a result of the same accident, only one of the amounts specified (the largest applicable) will be paid for all such losses. The amount specified for loss of: (a) two limbs; (b) both eyes; and (c) one limb and one eye is payable only when such double loss occurs as a result of the same accident.

POLICY SCHEDULE

Insured: [John Q. Doe]

Policy Number: [1234]

Insured Spouse:

Date of Issue: [6/5/91]

All Children:

AMOUNT OF INSURANCE

	[Class of Injuries]			
Full Amount	[Class 1	Class 2	Class 3	Class 4]
	[\$300,000]	[\$150,000]	[\$50,000]	[\$10,000]

Benefits for each dependent child will be [20%] of the amount for the Insured.

Beneficiary: Unless otherwise requested, your beneficiary shall be your spouse at the date of application, if surviving; otherwise, all surviving children in equal shares. [You shall be the beneficiary of your spouse and each child.]

Premiums:

Insured	[\$ <u>5.69</u> per month]
Insured Spouse	_____
All Children	_____
Total	[\$ <u>5.69</u> per month]

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D.

CLASSIFICATION OF INJURIES

[CLASS 1. SCHEDULED AIRLINE. Injuries received while riding as a passenger, and not as a pilot or crew member, in:

- (a) an aircraft operated by a scheduled air carrier pursuant to economic authority issued by the Civil Aeronautics Board;
- (b) an aircraft operated by an intrastate scheduled airline of United States registry maintaining regularly published schedules and licensed for the transportation of passengers by a duly constituted authority having jurisdiction over civil aviation in the state in which said airline operates;
- (c) an aircraft operated by a scheduled airline of foreign registry maintaining regularly published schedules and licensed for transportation of passengers by the duly constituted governmental authority having jurisdiction over civil aviation in the country of registry of such airline.

CLASS 2. COMMON CARRIER. Injuries received while riding as a passenger, and not as an operator or member of the crew, in any public land or water conveyance provided by a common carrier primarily for passenger service. Such common carrier must be licensed for the transportation of passengers by a duly constituted authority in the state in which said common carrier operates.

CLASS 3. AUTOMOBILE AND PEDESTRIAN. Injuries received:

- (a) while driving or riding in any private passenger automobile (but not while riding or driving in a race or speed or endurance contest); or
- (b) when struck while a pedestrian by any motor vehicle ordinarily operated on the public streets and highways.

"Private Passenger Automobile" means a validly registered passenger automobile not licensed to carry passengers for hire and of the pleasure (not business) type. A private passenger automobile may be a self-propelled mobile home or van or a truck classified as no greater than 3/4 ton.

CLASS 4. OTHER UNSPECIFIED ACCIDENTS. Injuries received in a manner not covered under Class 1, Class 2 or Class 3 and not otherwise excluded under this policy.]

[24 HOUR COVERAGE. We will pay the benefits described in the policy for any accident which happens while a person is covered by the policy. This includes travel or flight in a Scheduled Airline as described below. This coverage is subject to all of the terms of the policy.

SCHEDULED AIRLINE. Injuries received while riding as a passenger, and not as a pilot or crew member, in:

- (a) an aircraft operated by a scheduled air carrier pursuant to economic authority issued by the Civil Aeronautics Board;
- (b) an aircraft operated by an intrastate scheduled airline of United States registry maintaining regularly published schedules and licensed for the transportation of passengers by a duly constituted authority having jurisdiction over civil aviation in the state in which said airline operates;
- (c) an aircraft operated by a scheduled airline of foreign registry maintaining regularly published schedules and licensed for transportation of passengers by the duly constituted governmental authority having jurisdiction over civil aviation in the country of registry of such airline.]

E.

EXCLUSIONS

We will not pay benefits for:

- (a) intentionally self-inflicted injuries or attempts thereat; suicide or attempted suicide while sane or insane (in Missouri, while sane);
- (b) injuries caused by act of declared or undeclared war;
- (c) injuries received while participating in training exercises or maneuvers of an armed service while a member of an armed service;
- (d) injuries received while under influence of any controlled substance unless administered on the advice of a physician;
- (e) injuries received while intoxicated;
- (f) injuries to which a contributing cause was the insured person's commission of or attempt to commit a felony or being engaged in an illegal occupation;
- (g) injuries received while riding in any air conveyance except as specifically provided in CLASSIFICATION OF INJURIES;
- (h) Sickness.

F.

DEFINITIONS

"Injuries" means accidental bodily injuries: (a) received while insured under this policy; (b) sustained in a manner described in CLASSIFICATION OF INJURIES; and (c) which result, independently of sickness and all other causes, in covered loss.

"You" or "Your" means the Insured: (a) who signed the application; and (b) who is named on the Policy Schedule.

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

"Spouse" means your lawful spouse who is insured in accord with the Spouse and Dependent Child Provisions.

"Dependent Child" means your/your spouse's dependent child insured

in accord with the Spouse and Dependent Child Provisions.

"Insured Person" means you, your spouse or your dependent child if insured under this policy.

G. EXPOSURE AND DISAPPEARANCE

If an insured person is exposed to the elements because of a covered accident which results in the disappearance, sinking or damaging of an air conveyance and because of the exposure the insured person suffers a loss for which benefits are otherwise payable under this policy, the loss will be covered.

If an insured person disappears because of a covered accident which results in the disappearance or sinking of an air conveyance and the body of the insured person has not been found within 52 weeks after the date of such accident, it will then be presumed if there is no evidence to the contrary, that the insured person suffered loss of life because of injuries covered by this policy.

H. SPOUSE AND DEPENDENT CHILD PROVISIONS

Coverage is provided under this policy for your eligible family members only if you apply for coverage for them, pay the required premium, and they appear on the Policy Schedule.

Eligibility: Your eligible family members are your spouse and your child (children) who: (a) are not married; (b) chiefly rely on you for support; and (c) are under 19 years of age (under 23 if they are full-time students at an accredited school or college).

Newborn Children: Any child of an insured person born while your coverage is in force will be automatically insured from birth for 31 days. Coverage for the newborn child will continue in effect thereafter, without evidence of insurability, if the children's coverage is in effect or upon receipt by us of your written request for the children's coverage and payment of the required additional premium prior to the end of the automatic coverage period. Coverage will be subject to all provisions of this policy applicable to dependent child coverage.

When Spouse or Child Insurance Ends: The insurance of a spouse or child will end on the first of the following dates: (a) the first renewal date after the date a spouse or child ceases to be eligible for coverage; (b) the date your insurance ends; or (c) the first renewal date any premium for family coverage is due and unpaid.

If, on the date a child's insurance would end, that child is not capable of self-sustaining employment because of mental retardation or physical handicap, and that child became so incapacitated prior to the attainment of age nineteen (19) we will continue the

coverage for that child for as long as this coverage is in force and the incapacity continues. Proof of the incapacity must be sent to us, and you must pay the premium for the child. We may require proof of the incapacity and dependency at reasonable intervals during the first two years and once a year thereafter.

You should notify us in writing when or if an insured spouse and/or your last child is no longer eligible for coverage. If we accept a premium for family members after we get your written notice, the insurance for them will continue until the end of the period for which the premium is paid. If you do not give us notice, we will refund the premium we accept for family members after they are no longer eligible.

Spouse Continuation of Coverage: Your (ex)spouse, if covered on the date marriage terminates, may continue coverage under his or her own policy if he or she applies for coverage and pays the required premium within 60 days after this policy's renewal date that next follows the date marriage terminates. If you die while your coverage is in force, we will continue it with your spouse, if then covered, as the Insured.

I. HOW TO FILE A CLAIM

Notice of Claim: You must give us written notice of a claim within 30 days (in Kentucky, 60 days; in Montana, six months) after loss starts or as soon as you can. You may give the notice or you may have someone do it for you. The notice should give your name and policy number. Notice should be mailed to us at our Claim Office, Gerber Life Insurance Company, 445 State Street, Fremont, Michigan 49412.

Claim Forms: When we receive your notice, we will send you forms for filing proof of loss. If we do not send them within 15 days, you can meet the proof of loss requirement by giving us a written statement of what happened. We must receive this statement within the time given for filing proof of loss.

Proof of Loss: You must give us written proof of your loss within 90 days after the date of the loss or as soon as you can. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

J. PAYMENT OF CLAIMS

All benefits will be paid as soon as we receive proof of loss.

The benefit for loss of life will be payable in accordance with the beneficiary designation shown on the Policy Schedule.

K.

GENERAL PROVISIONS

Grace Period: Your premium must be paid on or before the date it is due or during the 31-day grace period that follows. Your coverage stays in force during your Grace Period.

Entire Contract; Changes: The policy and any attachments are the entire contract of insurance. No agent may change it in any way. Only an executive officer of ours can approve a change.

Time Limit on Certain Defenses: Your application is not a part of your policy. No statement in it will be used to void your policy or to deny a claim.

Reinstatement: If the insurance of you, your spouse or dependent child is terminated for any reason, any insurance later effected through reinstatement shall apply only to covered loss resulting from covered injuries sustained after reinstatement.

Other Insurance with Us: You, your spouse or dependent child may be insured under only one policy of this type with us at any one time. We will return the excess premiums paid for any policy or certificate other than the one you select.

Physical Examinations and Autopsy: We, at our expense, may have a covered person examined when and as often as is reasonable while a claim is pending. We may also have an autopsy done where not forbidden by law. In Mississippi and South Carolina, the autopsy provision will not apply.

Legal Actions: You cannot bring a legal action to recover under your policy for at least 60 days after you have given us written proof of loss. You cannot start such an action more than three years (in Kansas, five years; in South Carolina, six years) after the date proof of loss is required.

Change of Beneficiary; Assignment: Only you have the right to change the beneficiary. Consent of the beneficiary is not required to make any change in this insurance. Also, no such consent is required for surrender or assignment of your policy.

Conformity with State Statutes: The provisions of this policy must conform with the laws of the state in which you reside on the Date of Issue. If any do not, they are hereby amended to conform.

In Witness Whereof: Gerber Life Insurance Company has caused this policy to be signed by its President and Secretary.

Ronald J. Masius

President

Ellen Yuracko

Secretary

Countersignature of Licensed Resident Agent (Where Required)

This is an Accident Only Policy
This Policy Does Not Pay Benefits for Sickness
Nonparticipating

Gerber Life Insurance Company
A Stock Company
Home Office: 66 Church Street, White Plains, New York 10601

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Gerber Life Insurance Company

Form Title(s): Outline of Coverage for Accident Only Policy

Form Number(s): T66

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Robert Lodewick
Vice President, General Counsel

February 14, 2012

Date