

SERFF Tracking Number: LFST-128274782 State: Arkansas  
 Filing Company: Life of the South Insurance Company State Tracking Number:  
 Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
 TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
 Dismemberment Dismemberment  
 Product Name: AR-LS-AD&D Club Member New Program  
 Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

## Filing at a Glance

Company: Life of the South Insurance Company

Product Name: AR-LS-AD&D Club Member SERFF Tr Num: LFST-128274782 State: Arkansas  
 New Program

TOI: H03G Group Health - Accidental Death & SERFF Status: Closed-Approved- State Tr Num:  
 Dismemberment Closed

Sub-TOI: H03G.000 Health - Accidental Death Co Tr Num: AR-LS-AD&D CLUB State Status: Approved-Closed  
 & Dismemberment MEMBER NEW  
 PROGRAM:CHARGE TO 400000.1

Filing Type: Form

Reviewer(s): Rosalind Minor  
 Authors: Sabrina Smith, Betty Evans, Janet Hauser  
 Disposition Date: 05/04/2012  
 Date Submitted: 04/17/2012  
 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: AR-LS-AD&D Club Member New Program  
 Project Number: AR-LS-AD&D Club Member New Program  
 Requested Filing Mode:  
 Explanation for Combination/Other:  
 Submission Type: New Submission  
 Filing Status Changed: 05/04/2012  
 State Status Changed: 05/04/2012  
 Created By: Janet Hauser  
 Corresponding Filing Tracking Number:

Status of Filing in Domicile:  
 Date Approved in Domicile:  
 Domicile Status Comments:  
 Market Type:  
 Overall Rate Impact:  
 Deemer Date:  
 Submitted By: Janet Hauser

Filing Description:

Life of the South Insurance Company (LOTS) hereby submits for review and approval its Group Accidental Death and Dismemberment Program. This is a new program and does not replace any existing programs.

This program offers accidental death, dismemberment, and loss of sight coverage to the individual members of private clubs and/or associations domiciled in the state of Oklahoma. These individual members may reside outside the state

SERFF Tracking Number: LFST-128274782 State: Arkansas  
Filing Company: Life of the South Insurance Company State Tracking Number:  
Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
Dismemberment Dismemberment  
Product Name: AR-LS-AD&D Club Member New Program  
Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

of Oklahoma and LOTS is filing the Oklahoma program in those other states. The Group Master Policy is issued to the Oklahoma private club or association. The most recent approval of this program by Oklahoma was June 13, 2011. This program has also been approved by the states of Florida and Illinois.

The Certificate has been subjected to the Flesch Test and has received a score of 50.2, as evidenced by the attachment under the Supporting Documents tab.

Sections within brackets are variable and may change according to the agreement with the Group Policyholder. However, they will never be more restrictive to the insured than allowed by law. Unless otherwise advised by your department, we may find it necessary to vary the layout of the insurance information in the certificate schedule subsequent to your department's formal approval. This change may become necessary in order to accommodate the data processing system of the Group Policyholder.

Your earliest review and approval of this filing will be appreciated. If you have any questions, please contact me at 800-888-2738, ext. 7372, or email me at [jhauser@fortegrafinancial.com](mailto:jhauser@fortegrafinancial.com).

Sincerely,

Jan Hauser  
State Narrative:

## Company and Contact

### Filing Contact Information

Janet Hauser, [jhauser@fortegra.com](mailto:jhauser@fortegra.com)  
100 West Bay Street 800-888-2738 [Phone] 8428 [Ext]  
Jacksonville, FL 32202 904-350-1069 [FAX]

### Filing Company Information

Life of the South Insurance Company CoCode: 97691 State of Domicile: Georgia  
10151 Deerwood Park Boulevard Group Code: 17 Company Type: Life & Health  
Building 100, Suite 330 Group Name: State ID Number:  
Jacksonville, FL 32256 FEIN Number: 58-1458103  
(800) 888-2738 ext. 7265[Phone]

-----

## Filing Fees

SERFF Tracking Number: LFST-128274782 State: Arkansas  
Filing Company: Life of the South Insurance Company State Tracking Number:  
Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
Dismemberment Dismemberment  
Product Name: AR-LS-AD&D Club Member New Program  
Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation: \$100.00 form filing fee.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Life of the South Insurance Company	\$100.00	04/17/2012	58040968

SERFF Tracking Number: LFST-128274782 State: Arkansas  
 Filing Company: Life of the South Insurance Company State Tracking Number:  
 Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
 TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
 Dismemberment Dismemberment  
 Product Name: AR-LS-AD&D Club Member New Program  
 Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/04/2012	05/04/2012

### 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	04/17/2012	04/17/2012	Janet Hauser	05/03/2012	05/03/2012



SERFF Tracking Number: LFST-128274782 State: Arkansas  
 Filing Company: Life of the South Insurance Company State Tracking Number:  
 Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
 TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
 Dismemberment Dismemberment  
 Product Name: AR-LS-AD&D Club Member New Program  
 Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Form</b>	Master Policy	Approved-Closed	Yes
<b>Form</b>	Certificate	Approved-Closed	Yes
<b>Rate</b>	Rate Page	Approved-Closed	Yes

SERFF Tracking Number: LFST-128274782 State: Arkansas  
Filing Company: Life of the South Insurance Company State Tracking Number:  
Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
Dismemberment Dismemberment  
Product Name: AR-LS-AD&D Club Member New Program  
Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 04/17/2012  
Submitted Date 04/17/2012

Respond By Date

Dear Janet Hauser,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate, LS-4401-OK-ADD-CM (Form)

Comment:

The Time of Claim Payment is not in compliance with Rule and Regulation 43, Section 12. Following is the language in the rule:

Rule and Regulation 43 s 12

Processing of clean claims

The provisions of this section shall only apply to persons that are defined as Health Carriers under Section 5(m) of this Rule.

(a) A Health Carrier shall pay or deny a clean claim within 30 days after receipt by the Health Carrier if the claim was submitted electronically, or within 45 days after receipt if the claim was submitted by other means.

(b) A Health Carrier shall notify the Health Claimant within 30 days after receipt of the claim if the Health Carrier determines that the claim must be processed in accordance with Section 13 of this rule.

(c) A Health Carrier which fails to pay or deny a clean claim in accordance with Subsection (a) of this section or give notice in accordance with Subsection (b) of this section shall pay a penalty to the Health Claimant for the period beginning on the sixty-first day after receipt of the clean claim and ending on the clean claim payment date (the delinquent payment period), calculated as follows: the amount of the clean claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365. Such penalty shall be paid without any action by the Health Claimant.



SERFF Tracking Number: LFST-128274782 State: Arkansas  
Filing Company: Life of the South Insurance Company State Tracking Number:  
Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
Dismemberment Dismemberment  
Product Name: AR-LS-AD&D Club Member New Program  
Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 05/03/2012  
Submitted Date 05/03/2012

Dear Rosalind Minor,

### Comments:

Thank you for your review and letter dated April 17, 2012. Rule and Regulation 43 s 12, Processing of Clean Claims, states that the provisions of this section shall only apply to persons that are defined as Health Carriers under Section 5(m) of this Rule. Section 5(m) states:

(m) "Health Carrier" means a health maintenance organization, hospital medical service corporation or a disability insurance company, that issues Health Insurance Contracts as defined in Subsection 5(s) of this rule.

Section 5(s) states:

(s) "Health Insurance Contract" means a disability insurance policy, a hospital medical service corporation contract, a health maintenance organization contract or a plan document issued or provided by a Health Carrier as defined in Subsection 5(m) of this rule. Health Insurance Contract shall not include a disability income insurance policy, a long-term care contract, a hospital indemnity contract, an accident only contract, or any other form of disability insurance policy that provides a benefit as a result of a sickness or accident that does not directly cover expenses related to health care treatment the insured receives.

Please note the highlighted section above. Since our Accidental Death and Dismemberment program does not directly cover expenses related to any health care treatment that the insured receives, we believe that Rule and Regulation 43 s 12, Processing of Clean Claims, does not apply to this program.

Please let us know if you have any further concerns in this matter.

Sincerely,

Jan Hauser

## Response 1

Comments: Please see above.

### Related Objection 1

Applies To:

- Certificate, LS-4401-OK-ADD-CM (Form)

Comment:

SERFF Tracking Number: LFST-128274782 State: Arkansas  
Filing Company: Life of the South Insurance Company State Tracking Number:  
Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
Dismemberment Dismemberment  
Product Name: AR-LS-AD&D Club Member New Program  
Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

The Time of Claim Payment is not in compliance with Rule and Regulation 43, Section 12. Following is the language in the rule:

Rule and Regulation 43 s 12

Processing of clean claims

The provisions of this section shall only apply to persons that are defined as Health Carriers under Section 5(m) of this Rule.

(a) A Health Carrier shall pay or deny a clean claim within 30 days after receipt by the Health Carrier if the claim was submitted electronically, or within 45 days after receipt if the claim was submitted by other means.

(b) A Health Carrier shall notify the Health Claimant within 30 days after receipt of the claim if the Health Carrier determines that the claim must be processed in accordance with Section 13 of this rule.

(c) A Health Carrier which fails to pay or deny a clean claim in accordance with Subsection (a) of this section or give notice in accordance with Subsection (b) of this section shall pay a penalty to the Health Claimant for the period beginning on the sixty-first day after receipt of the clean claim and ending on the clean claim payment date (the delinquent payment period), calculated as follows: the amount of the clean claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365. Such penalty shall be paid without any action by the Health Claimant.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your help!

Sincerely,

Betty Evans, Janet Hauser, Sabrina Smith

SERFF Tracking Number: LFST-128274782 State: Arkansas  
 Filing Company: Life of the South Insurance Company State Tracking Number:  
 Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
 TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
 Dismemberment Dismemberment  
 Product Name: AR-LS-AD&D Club Member New Program  
 Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

## Form Schedule

### Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 05/04/2012	LS-4400-OK-ADD-CM	Policy/Cont	Master Policy ract/Fratern al Certificate	Initial		0.000	LS-4400-OK-ADD-CM 05.11 Master Policy.pdf
Approved-Closed 05/04/2012	LS-4401-OK-ADD-CM	Certificate	Certificate	Initial		50.200	LS-4401-OK-ADD-CM 05.11 Certificate.pdf

**MASTER POLICY**  
**LIFE OF THE SOUTH INSURANCE COMPANY**

Administrative Office:  
[10151 DEERWOOD PARK BLVD. · BUILDING 100 · SUITE 500  
JACKSONVILLE, FL 32256 · (800) 888-2738]

Schedule

POLICYHOLDER: \_\_\_\_\_

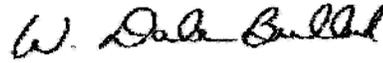
POLICY NUMBER: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_ 12:01 Standard Time

ANNIVERSARY DATE: \_\_\_\_\_



SECRETARY



PRESIDENT

**FRAUD WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**ELIGIBLE PERSONS:** All Members of the Club.

**BENEFIT AND AMOUNTS:** Accidental Death and Dismemberment

**Benefit**.....Principal Sum\*  
**Twenty-Four (24) Hour Coverage** .....[\$5,000 - \$30,000]

**LIMITATIONS AND REDUCTION:\***

1. An Insured Person's Principal Sum for 24-hour coverage reduces 50% upon attainment of age 70. An Insured Person who is age 70 or more at the time of enrollment is only eligible for 50% of the Maximum Principal Sum.

[2. Benefits provided by a joint membership will be divided equally by the number of names listed on the [rental] agreement. Joint membership is determined by the names listed and those corresponding signatures on the [rental] agreement.]

3. If an insured Person is insured under two or more memberships, the combined amount of Principal Sum will not exceed [\$10,000].

**PREMIUM**

This is Monthly Premium Term Insurance. The monthly charges are computed at a rate of \$0.70 per \$10,000 per month. All premiums, are payable by you direct to us.

**DEFINITIONS**

The terms listed, when used in this policy will have the following meanings:

The **Company** means the insurance company named above. Also referred to as we, us or our.

**Policyholder** means the Association that has contracted with Life of the South Insurance Company to service insurance coverage for their members. Also, referred to as you or your.

**Insured Person** means an Eligible Person while he or she is covered under this policy.

**Claimant** means Insured Person or Beneficiary who has the right to claim benefits.

**Injury** means each Insured Person is covered for bodily injury resulting directly and independently of all other causes from accident which occurs while the Insured Person is covered under a certificate issued under this Policy.

In Illinois **Injury** means each Insured Person is covered for bodily injury resulting from an accident, independent of all other causes, which occurs while you are covered under this certificate.

**Membership Agreement** means application for membership of the association.

**[Rental Agreement** means the agreement for rental of personal property.]

**[Twenty-four (24) hour coverage** means the Insured Person is covered at any time, anywhere for loss resulting from injury covered under this policy.]

**[On,** when used with reference to any conveyance (land, water or air), means in or on, boarding or alighting from the conveyance.]

**Civil or Public Aircraft** means an aircraft which:

- a) has a current and valid Airworthiness Certificate;
- b) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- c) is not operated by the militia or armed forces of any state, national government or international authority.

**Airworthiness Certificate** means:

- a) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Agency, or
- b) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

**Military Transport Aircraft** means an aircraft that:

- a) is used for transport; and
- b) is operated:
  - 1) by the Military Airlift Command (MAC) of the United States; or
  - 2) by a MAC type service of a national government recognized by the United States.

**Written Request** means any form provided by the Insured Person to you for the particular request.

### INSURED PERSONS PERIOD OF CO VERAGE

**Effective Date:** Persons will become insured on the later of:

- a) the Policy Effective Date; or
- b) the date the Membership Agreement is signed by the Insured Person.

**Termination:** Insured Person's coverage terminates on the earlier of:

- a) the date this Policy terminates;
- b) the first day of the month next following the date termination by the Insured Person of membership in the Association, regardless of the cause of such termination on;
- c) the date the Insured is no longer member[; or
- d) when there is no longer a [Rental] Agreement].

### EXCLUSIONS

This policy does not cover any loss resulting from:

- a) intentionally self-inflicted injuries, suicide or attempted suicide, whether sane or insane;
- b) war or act of war, whether declared or undeclared, while serving in the military service or any auxiliary unit attached thereto;
- c) active duty in the Armed Forces of any country;
- d) injury sustained while riding on any aircraft as a pilot crew member, student pilot, flight instructor or examiner, except a Civil or Public Aircraft, or Military Transport Aircraft;
- e) participating in or attempting to commit a felony;
- f) participating in a riot or civil insurrection;
- g) being under the influence of drugs, alcohol, or other mind-altering substances;
- h) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- i) medical or surgical treatment of a sickness or disease.

## ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If the Insured Person's injuries result in any of the following losses within 365 days after the date of accident, we will pay the benefit specified as applicable thereto, based upon the Principle Sum stated in the Policy Schedule.

We will not pay more than the Principal Sum for all losses due to the same accident.

The amount of the Principal Sum is determined in the Schedule.

Loss of Life	The Principal Sum
Loss of Both Hands or Both Feet	The Principal Sum
Loss of the Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of Speech and Hearing	The Principal Sum
Loss of Either Hand or Foot and Sight of One Eye	The Principal Sum
Loss of Either Hand or Foot	One-Half The Principal Sum
Loss of Sight of One Eye	One-Half The Principal Sum
Loss of Speech or Hearing	One-Half The Principal Sum
Loss of Thumb and Index Finger of Either Hand	One-Quarter The Principal Sum

Loss means with regard to:

- hand and feet, actual severance or amputation through or above the wrist or ankle Joints;
- sight, speech or hearing, and irrecoverable loss thereof;
- thumb and index finger, actual severance through or above the metacarpophalangeal joints.

## EXPOSURE

Exposure to the elements will be presumed to be injury if:

- it results from the force landing, stranding, sinking or wrecking of a conveyance; in which the Insured Person was an occupant at the time of the accident; and
- this Policy would have covered injury resulting from the accident.

## DISAPPEARANCE

An Insured 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 its disappearance;
- the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- this policy would have covered injury resulting from the accident.

## GENERAL PROVISIONS

**Entire contract; changes:** This policy, endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

**Incontestability:** The validity of this Policy will not be contested except for nonpayment of premiums, after it has been in force for two years. The validity of any coverage on an Insured Member shall not be contested except for nonpayment of premium.

**Premium:** The rate charged for the insurance coverage will be set forth according to the Rate Schedule which is made a part of this policy. All payments due under this Policy are payable by the Policyholder to the Company at its Administrative Office in Jacksonville, FL. The first premium is due with the enrollment form. Subsequent premiums are due on the first day of each calendar month thereafter that the policy remains in effect. The payment of any premium shall keep the coverage under this Policy in force only to the next due date, except as otherwise provided herein. The frequency of premium payment may be changed on any premium due date on request by the Policyholder. Such change must be approved by the Company.

**Notice of Claim:** The person who has the right to claim benefits (the claimant or beneficiary) must give us written notice of a claim within 20 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the Insured Person's name and the policy number. Send notification to the Policyholder.

**Claim Forms:** When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the, loss is sent to us.

**Proof of Loss:** Proof of loss must be sent to us in writing within 90 days after:

- a) the end of a period of our liability for periodic payment claims; or
- b) the date of the loss for all other claims.

If the claimant is not able to send it within that time, it maybe sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any benefit due after we receive the proof of loss, not to exceed 45 days after proper notice is received. An overdue payment shall bear simple interest at the rate of ten percent (10%) per year. We will pay any other benefit due immediately after we receive the proof of loss.

**Payment of Claims:** We will pay any benefit due for loss of an Insured Person's life:

- a) according to the beneficiary designation in effect at the time of the Insured's death; otherwise
- b) payment will be made to the Insured's estate.

All other benefits due and not assigned will be paid to the Insured, if living. Otherwise, the benefits will be paid according to the preceding paragraph.

**Physical Examinations and Autopsy:** While a claim is pending we have the right at our expense to:

- a) have the person who has a loss examined by a physician when and as often as we feel is necessary; and
- b) to make an autopsy in case of death where it is not forbidden by law.

**Legal Action** cannot be taken against us:

- a) before 60 days following the date proof of loss is sent to us;
- b) after 3 years following the date proof of loss is due.

**Insured Member's Beneficiary:** Loss, if any, as respects Accidental Death only shall be payable to the beneficiary as designated in writing, on file with the Policyholder. All other indemnities shall be paid to the Insured Person.

**Naming a Beneficiary:** The Insured Person may name a beneficiary or change a revocably named beneficiary by giving written request to the Policyholder. Such request takes effect on the date the Insured executed it, regardless of whether he or she is living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment we made in good faith before the Policyholder received the Insured Person's request.

**Policy Termination by the Policyholder or the Company:** This policy may be terminated by the Policyholder on the first anniversary date, as shown in Policy Schedule, or at any time thereafter, by mailing or delivering to the Company at its Administrative Office, Jacksonville, FL, written notice of such termination, effective on receipt or on such later date as may be specified in such notice. This policy may be terminated by the Company at any time by mailing or delivering to the Policyholder, at the last address shown on the records of the Company written notice stating when, not less than 31 days thereafter, such termination shall be effective.

**Conformity with State Statutes:** Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the Insured Member resides on such date is hereby amended to conform to the minimum requirements of such statutes.

**Certificates of Insurance:** The Company will issue to the Policyholder, for delivery to the persons insured hereunder, certificates of insurance containing the principal terms of the policy and the Policyholder shall maintain a complete record of such persons.

**Examinations of Records:** The Company shall be permitted to examine the Policyholders records relating to this policy at any reasonable time, and from time to time until two years after the expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is the later.

**Assignments:** We will recognize any assignment the Insured makes under his or her certificate, provided:

- a) it is duly executed; and
- b) a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of any assignment.

**CERTIFICATE OF INSURANCE (C)**  
**LIFE OF THE SOUTH INSURANCE COMPANY**  
**Administrative Office: [10151 DEERWOOD PARK BLVD., BUILDING 100, SUITE 500**  
**JACKSONVILLE, FL 32256 -(800) 8882738]**

**The benefits of the policy providing your coverage are governed primarily by the law of a state other than Florida.**

LICENSED AGENT NAME \_\_\_\_\_ LICENSED AGENT SIGNATURE \_\_\_\_\_ FLORIDA LICENSE NUMBER \_\_\_\_\_

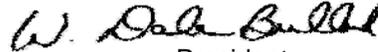
**POLICY HOLDER:**

**POLICY NUMBER:**

**SPONSOR:**

This is to certify that we have issued a policy to the Policyholder. Our name, the Policyholder name, and the Policy Number are shown above. The Provisions of the policy which are important to you are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to you earlier under the policy. The policy alone is the only contract under which payment may be made. Any discrepancy between the policy and this Certificate shall be governed by the policy.



  
President

**FRAUD WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.**

**ELIGIBLE PERSONS:**

[All Members of the Club/Association.]

**SCHEDULE I**

**BENEFITS AND AMOUNTS:**

Accidental Death & Dismemberment Benefit.	Principal Sum*
Twenty-Four (24) Hour Coverage	[\$5,000 - \$30,000]

**LIMITATIONS AND REDUCTIONS:**\* 1) An Insured Person's Principal Sum for 24-hour coverage reduces 50% upon attainment of age 70. An Insured Person who is age 70 or more at the time of enrollment is only eligible for 50% of the Maximum Principal Sum. [ 2) Benefits provided by a joint membership will be divided equally by the number of names listed on the [rental] agreement. Joint membership is determined by the names listed and those corresponding signatures on the [rental] agreement. ] 3) If any Insured Person is insured under two or more memberships, the combined amount of Principal Sum will not exceed [\$10,000.]

**DEFINITIONS**

The terms listed, when used in this Certificate, will have the following meanings:

The **Company** means the insurance company named above. Also referred to as we, us, our.

**You, Your or Insured Person** means an Eligible Person while he or she is covered under this Certificate.

**Policyholder** means the Association that has contracted with Life of the South Insurance Company to secure insurance coverage for their members.

**Claimant** means Insured Person or Beneficiary who has the right to claim benefits.

**Injury** means each Insured Person is covered for bodily injury resulting directly and independently of all other causes from accident which occurs while you are covered under this certificate.

In Illinois **Injury** means each Insured Person is covered for bodily injury resulting from an accident, independent of all other causes, which occurs while you are covered under this certificate.

**Membership Agreement** means application for membership of the Association.

**[Rental Agreement** means the agreement for rental of personal property.]

**[Twenty-four (24) hour coverage** means you are covered at any time, anywhere for loss resulting from injury covered under the Certificate.]

**[On,** when used with reference to any conveyance (land, water or air), means in or on, boarding or alighting from the conveyance.]

**Civil or Public Aircraft** means an aircraft which: (a) has a current and valid Airworthiness certificate; (b) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and (c) is not operated by the militia or armed forces of any state, national government or international authority.

**Airworthiness Certificate** means: (a) the "Standard" Airworthiness Certificate issued by the United States Federal Aviation Agency; or (b) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.

**Military Transport Aircraft** means an aircraft that: (a) is used for transport; and (b) is operated: (1) by the Military Airlift Command (MAC) of the United States; or (2) by a MAC type service of a national government recognized by the United States.

**Written Request** means any form provided by you to the policy holder for the particular request.

**INSURED PERSONS PERIOD OF COVERAGE**

**Effective Date:** You will become an Insured Person on the later of: (a) the Policy Effective Date; or (b) the date the Membership Agreement is signed by the insured Person.

**Termination:** Your coverage as an Insured Member terminates on the earlier of: (a) the date this Certificate terminates; (b) the first day of the month next following the date of termination by you of membership in the Association, regardless of the cause of such termination; or (c) the date you are no longer a member; [(d) when there is no longer a [Rental] Agreement.]

**EXCLUSIONS**

This policy does not cover any loss resulting from: (a) intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane; (b) war or act of war, declared or undeclared, while serving in the military service or any auxiliary unit attached thereto; (c) active duty in the Armed Forces of any country; (d) injury sustained while riding on any aircraft as a pilot, crewmembers, student pilot, flight instructor or examiner, except a Civil or Public Aircraft, or Military Transport Aircraft; (e) participating in or attempting to commit a felony; (f) participating in a riot or civil insurrection; (g) being under the influence of drugs, alcohol, or other mind-altering substances; (h) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or (i) medical or surgical treatment of a sickness or disease.

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFIT

If Your injury results in any of the following losses within 365 days after the date of accident we will pay the benefit specified as applicable thereto based upon the Principal Sum stated in the Certificate Schedule. We will not pay more than the Principal Sum for all losses due to the same accident. The amount of the Principal Sum is determined in the Schedule.

For Loss of Life.....The Principal Sum  
Loss of Both Hands or Both Feet or Sight of Both Eyes.....The Principal Sum  
Loss of One Hand and One Foot.....The Principal Sum  
Loss of Speech and Hearing.....The Principal Sum  
Loss of Either Hand or Foot and Sight of One Eye...The Principal Sum  
Loss of Either Hand or Foot.....One-Half the Principal Sum  
Loss of Sight of One Eye.....One-Half the Principal Sum  
Loss of Speech or Hearing.....One-Half the Principal Sum  
Loss of Thumb & Index Finger of Either Hand.....One Quarter the Principal Sum

Loss means with regard to: (a) hand and feet, actual severance or amputation through or above the wrist or ankle joints; (b) sight, speech or hearing, and irrecoverable loss thereof; (c) thumb and index finger, actual severance through or above the metacarpophalangeal joints.

### EXPOSURE

Exposure to the elements will be presumed to be injury if: (a) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which the Insured Person was an occupant at the time of the accident; and (b) this Certificate would have covered injury resulting from the accident.

### DISAPPEARANCE

An Insured Person will be presumed to have suffered loss of life if: (a) 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 its disappearance; (b) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and (c) this policy would have covered injury resulting from the accident.

### GENERAL PROVISIONS

**Incontestability:** The validity of the Policy will not be contested, except for nonpayment of premiums, after it has been in force for two years. The validity of any coverage on an Insured Member shall not be contested except for nonpayment of premium.

**Premium:** The rate charged for the insurance coverage will be set forth according to the Rate Schedule which is made a part of the Policy and stated in the Certificate Schedule. All payments due under the Policy are payable for the Policyholder to the Company at its Administrative Office in Jacksonville, Florida. The first premium is due with the enrollment form. Subsequent premiums are due on the first day of each calendar month thereafter that the Policy remains in effect. The payment of any premium shall keep the coverage under the Policy in force only to the next due date, except as otherwise provided herein. The frequency of premium payment may be changed on any premium due date on request by the Policyholder. Such change must be approved by the Company.

**Notice of Claim:** The person who has the right to claim benefits (the claimant or beneficiary) must give us written notice of a claim within 20 days after a coverage loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible. The notice should include the Insured Person's name and the policy number. Send notification to the Policy holder.

**Claim Forms:** When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim. If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

**Proof of loss:** Proof of loss must be sent to us in writing within 90 days after: (a) the end of a period of our liability for periodic payment of claims/or (b) the date of the loss for all other claims. If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

**Time of Claim Payment:** We will pay any benefit due after we receive the proof of loss, not to exceed 45 days after proper notice is received. An overdue payment shall bear simple interest at the rate of ten percent (10%) per year. We will pay any other benefit due immediately after we receive the proof of loss.

**Payment of Claims:** We will pay any benefit due for loss of an Insured's life: (a) according to the beneficiary designation in effect at the time of the Insured's death; otherwise (b) payment will be made to the Insured's estate. All other benefits due and not assigned will be paid to the Insured, if living. Otherwise, the benefits will be paid according to the preceding paragraph.

**Physical Examinations and Autopsy:** While a claim is pending we have the right at our expense to: (a) have the person who has a loss examined by a physician when and as often as we feel is necessary; and (b) to make an autopsy in case of death where it is not forbidden by law.

**Legal Action** cannot be taken against us: (a) before 60 days following the date of proof of loss is sent to us; (b) after 3 years following the date proof of loss is due.

**Naming a Beneficiary:** You may name a beneficiary or change a revocably named beneficiary by giving your Written Request to the Policyholder. Such request takes effect on the date you execute it, regardless of whether he or she is living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment we made in good faith before the Policyholder received your request.

**Assignment:** We will recognize any assignment the Insured makes under this Certificate, provided: (a) it is duly executed; and (b) a copy is on file with us. We and the Policyholder assume no responsibility for the validity or effect of any assignment.

SERFF Tracking Number: LFST-128274782 State: Arkansas  
 Filing Company: Life of the South Insurance Company State Tracking Number:  
 Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
 TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
 Dismemberment Dismemberment  
 Product Name: AR-LS-AD&D Club Member New Program  
 Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

## Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
Approved-Closed 05/04/2012	Rate Page	LS-4400-OK-ADD-CM, LS-4401-OK-ADD-CM	New		LS-4400-OK-ADD-CM-RP 02.12.pdf

**LIFE OF THE SOUTH INSURANCE COMPANY**

Administrative Office: [10151 Deerwood Park Boulevard, Building 100, Suite 500, Jacksonville, Florida 32256]

**ACCIDENTAL DEATH & DISMEMBERMENT CLUB MEMBER PROGRAM**

**RATE PAGE**

\$0.70 per \$10,000 per Month

or

\$0.35 per \$5,000 per Month

SERFF Tracking Number: LFST-128274782 State: Arkansas  
 Filing Company: Life of the South Insurance Company State Tracking Number:  
 Company Tracking Number: AR-LS-AD&D CLUB MEMBER NEW PROGRAM:CHARGE TO 400000.1  
 TOI: H03G Group Health - Accidental Death & Sub-TOI: H03G.000 Health - Accidental Death &  
 Dismemberment Dismemberment  
 Product Name: AR-LS-AD&D Club Member New Program  
 Project Name/Number: AR-LS-AD&D Club Member New Program/AR-LS-AD&D Club Member New Program

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	Approved-Closed	05/04/2012
<b>Comments:</b>			
<b>Attachment:</b>			
cert of readability.pdf			

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application	Approved-Closed	05/04/2012
<b>Bypass Reason:</b>	N/a		
<b>Comments:</b>			

# CERTIFICATION

## LIFE OF THE SOUTH INSURANCE COMPANY NAIC#: 97691

I, Jan Hauser, hereby certify that the following form(s) has (have) the readability score(s) as calculated by the Flesch East test and that this (these) form(s) meet the reading ease requirements of **Arkansas** Statutes and Regulations.

<u>Form(s)</u>	<u>Readability Score</u>
LS-4400-OK-ADD-CM & LS-4401-OK-ADD-CM	50.2

4/17/12

(Date)

Jan Hauser

Digitally signed by Jan Hauser  
DN: cn=Jan Hauser, c=US, o=Life of The South  
Insurance Company, email=jhauser@fortegra.com  
Date: 2012.04.17 11:20:21 -0400

Compliance

Specialist

(Signature & Title)