

SERFF Tracking Number: CRUM-125830725 State: Arkansas  
Filing Company: United States Fire Insurance Company State Tracking Number: 40361  
Company Tracking Number:  
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
Product Name: AR-ASSOC INFO ONLY-USF  
Project Name/Number: /

## Filing at a Glance

Company: United States Fire Insurance Company

Product Name: AR-ASSOC INFO ONLY-USF SERFF Tr Num: CRUM-125830725 State: ArkansasLH

TOI: H14G Group Health - Hospital Indemnity SERFF Status: Closed State Tr Num: 40361

Sub-TOI: H14G.000 Health - Hospital Indemnity Co Tr Num: State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Rosalind Minor

Author: Vera Harwell Disposition Date: 02/06/2009

Date Submitted: 09/24/2008 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Informational

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Association

Filing Status Changed: 02/06/2009

State Status Changed: 02/06/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

INFORMATIONAL FILNG ONLY - ADDITION OF ASSOCIATIONS

September 24, 2008

Julie Benafield Bowman, Commissioner

Arkansas Insurance Department

1200 West 3rd Street

SERFF Tracking Number: CRUM-125830725 State: Arkansas  
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TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
Product Name: AR-ASSOC INFO ONLY-USF  
Project Name/Number: /  
Little Rock, AR 72201-1904

RE: United States Fire Insurance Company  
NAIC: 0158-21113  
FEIN: 13-5459190

Forms: AH-27330, AHC-27330 et al APPROVED 12/01/06  
Group Health – Hospital Indemnity  
Approved for additional associations on April 20, 2007

Informational Filing  
Listing and documents for additional associations

Dear Commissioner Bowman:

As stated in our October 18, 2006 and March 15, 2007 correspondence, we are providing, as an informational filing, association by-laws and articles of incorporation for the additional associations on the attached list to which this product filing may be issued.

Please contact me if any additional information is required. Thank you.

Sincerely,

Eveanne Wood  
Senior Compliance Analyst  
732-918-6712  
ewood@fairmontspecialty.com  
Enclosures

## Company and Contact

SERFF Tracking Number: CRUM-125830725 State: Arkansas  
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Product Name: AR-ASSOC INFO ONLY-USF  
Project Name/Number: /

### Filing Contact Information

Vera Harwell, Compliance Manager vharwell@fairmontspecialty.com  
5 Christopher Way (732) 918-6713 [Phone]  
Eatontown, NJ 07724 (732) 918-4755[FAX]

### Filing Company Information

United States Fire Insurance Company CoCode: 21113 State of Domicile: Delaware  
305 MADISON AVENUE Group Code: 158 Company Type:  
MORRISTOWN, NJ 07962 Group Name: State ID Number:  
(973) 490-6476 ext. [Phone] FEIN Number: 13-5459190  
-----

### Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United States Fire Insurance Company	\$0.00	09/24/2008	

SERFF Tracking Number: CRUM-125830725 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	02/06/2009	02/06/2009

### 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	09/26/2008	09/26/2008	Vera Harwell	02/02/2009	02/02/2009

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Questionnaire for Association Group	Note To Filer	Rosalind Minor	01/15/2009	01/15/2009
Word document you sent today	Note To Reviewer	Vera Harwell	09/26/2008	09/26/2008

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Project Name/Number: /

## Disposition

Disposition Date: 02/06/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CRUM-125830725 State: Arkansas  
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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover Letter & List	Approved-Closed	Yes
Supporting Document	ASSOCIATION BYLAWS ETC	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	AUIC	Approved-Closed	Yes
Supporting Document	MedSense	Approved-Closed	Yes
Supporting Document	NACHP	Approved-Closed	Yes
Supporting Document	UCAA	Approved-Closed	Yes

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Project Name/Number: /

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/26/2008

Submitted Date 09/26/2008

Respond By Date

Dear Vera Harwell,

This will acknowledge receipt of the captioned filing.

Objection 1

- ASSOCIATION BYLAWS ETC (Supporting Document)

Comment: On each of these associations, please answer the questions outlined in the attached questionnaire and mail to us any brochures advertising the association.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

*SERFF Tracking Number:*      *CRUM-125830725*                      *State:*                      *Arkansas*  
*Filing Company:*              *United States Fire Insurance Company*              *State Tracking Number:*      *40361*  
*Company Tracking Number:*  
*TOI:*                      *H14G Group Health - Hospital Indemnity*              *Sub-TOI:*                      *H14G.000 Health - Hospital Indemnity*  
*Product Name:*              *AR-ASSOC INFO ONLY-USF*  
*Project Name/Number:*      /

**Attachment "Discretionary Group.doc" is not a PDF document and cannot be reproduced here.**

SERFF Tracking Number: CRUM-125830725 State: Arkansas  
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Project Name/Number: /

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/02/2009  
Submitted Date 02/02/2009

Dear Rosalind Minor,

### Comments:

### Response 1

Comments: As requested, here is additional information on the Associations. I apologize for the delay.  
Vera

### Related Objection 1

Applies To:

- ASSOCIATION BYLAWS ETC (Supporting Document)

Comment:

On each of these associations, please answer the questions outlined in the attached questionnaire and mail to us any brochures advertising the association.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Cover Letter

Comment:

Satisfied -Name: AUIC

Comment:

Satisfied -Name: MedSense

Comment:

Satisfied -Name: NACHP

Comment:

Satisfied -Name: UCAA

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

*SERFF Tracking Number:*      *CRUM-125830725*                      *State:*                      *Arkansas*  
*Filing Company:*              *United States Fire Insurance Company*              *State Tracking Number:*      *40361*  
*Company Tracking Number:*  
*TOI:*                      *H14G Group Health - Hospital Indemnity*              *Sub-TOI:*                      *H14G.000 Health - Hospital Indemnity*  
*Product Name:*              *AR-ASSOC INFO ONLY-USF*  
*Project Name/Number:*      /

Sincerely,  
Vera Harwell

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Project Name/Number: /

**Note To Filer**

**Created By:**

Rosalind Minor on 01/15/2009 09:03 AM

**Subject:**

Questionnaire for Association Group

**Comments:**

On or about 9/26/08, I e-mailed to you a copy of the questionnaire. I tried to send it through SERFF, but you did not receive it on your end. As of this date, this file is still open and the completed questionnaire has not been sent to us for review.

I am sending the questionnaire again through the e-mail system.

I will hold this filing open for an additional 10 working days until January 30, 2009. If the information is not received by that date, the filing will be disapproved.

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Project Name/Number: /

**Note To Reviewer**

**Created By:**

Vera Harwell on 09/26/2008 01:30 PM

**Subject:**

Word document you sent today

**Comments:**

Hi,

I cannot open the word document (questionnaire) you sent as SERFF will not allow it. Can you resend in .pdf format, either via SERFF or directly to my email at ewood@fairmontspecialty.com? I can be reached via phone also at 732-918-6712.

Thank you.

Sincerely,

Eveanne Wood

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Product Name: AR-ASSOC INFO ONLY-USF  
Project Name/Number: /

## Rate Information

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Review Status:**  
**Bypassed -Name:** Certification/Notice Approved-Closed 02/06/2009  
**Bypass Reason:** INFORMATIONAL FILING ONLY ADDING ASSOCIATIONS - NO FORMS TO CERTIFY  
**Comments:**

**Review Status:**  
**Bypassed -Name:** Application Approved-Closed 02/06/2009  
**Bypass Reason:** INFORMATIONAL ONLY FILING OF ADDITIONAL ASSOCIATIONS TO BE USED WITH FORMS APPROVED 12/1/06  
**Comments:**

**Review Status:**  
**Satisfied -Name:** Cover Letter & List Approved-Closed 02/06/2009  
**Comments:**  
See attached  
**Attachment:**  
Signed letter & list 9.24.08.pdf

**Review Status:**  
**Satisfied -Name:** ASSOCIATION BYLAWS ETC Approved-Closed 02/06/2009  
**Comments:**  
See attached bylaws, etc. for the Associations on the enclosed list  
**Attachments:**  
AUIC BYLAWS ETC.pdf  
MED SENSE BYLAWS ETC.pdf  
NACHP BYLAWS ETC.pdf  
UCAA BYLAWS ETC.pdf

**Review Status:**  
**Satisfied -Name:** Cover Letter Approved-Closed 02/06/2009  
**Comments:**  
**Attachment:**

*SERFF Tracking Number:* CRUM-125830725      *State:* Arkansas  
*Filing Company:* United States Fire Insurance Company      *State Tracking Number:* 40361  
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*Project Name/Number:* /

Ltr2.pdf

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Product Name: AR-ASSOC INFO ONLY-USF  
Project Name/Number: /

**Satisfied -Name:** AUIC **Review Status:** Approved-Closed 02/06/2009  
**Comments:**  
**Attachment:**  
AUIC Questionnaire.pdf

**Satisfied -Name:** MedSense **Review Status:** Approved-Closed 02/06/2009  
**Comments:**  
**Attachment:**  
MedSense Questionnaire.pdf

**Satisfied -Name:** NACHP **Review Status:** Approved-Closed 02/06/2009  
**Comments:**  
**Attachment:**  
NACHP Questionnaire.pdf

**Satisfied -Name:** UCAA **Review Status:** Approved-Closed 02/06/2009  
**Comments:**  
**Attachment:**  
UCAA Questionnaire.pdf



September 23, 2008

James J. Donelan, Commissioner  
Louisiana Department of Insurance  
1702 N. 3<sup>rd</sup> Street  
Baton Rouge, Louisiana 70802

RE: United States Fire Insurance Company  
NAIC: 0158-21113  
FEIN: 13-5459190

Forms: AH-27330, AHC-27330LA et al  
Group Health – Hospital Indemnity  
Approved for additional associations on May 15, 2006  
(LA Filing No. – 2062057)

**Informational Filing  
Listing and documents for additional associations**

Dear Commissioner Donelan:

Attached we are providing, as an informational filing, association by-laws and articles of incorporation for the additional associations on the attached list to which this product filing may be issued.

Please contact me if any additional information is required. Thank you.

Sincerely,

Eveanne Wood  
Senior Compliance Analyst  
732-918-6712  
[ewood@fairmontspecialty.com](mailto:ewood@fairmontspecialty.com)

Enclosures

**LIST OF ASSOCIATIONS 9/2008**  
**UNITED STATES FIRE INSURANCE COMPANY**

Association of United Internet Consumers (AUIC)  
Consumer Benefits of America  
Med Sense Guaranteed Association  
National Association for Independent Business (NAIB)  
National Alliance of Consumer & Healthcare Professionals (NACHP)  
United Consumer Awareness Association (UCAA)

4631 0570

2004R04396

File Number 6147-194-4

STATE OF ILLINOIS  
MADISON COUNTY  
FILED FOR RECORD IN  
THE RECORDERS OFFICE

01-26-2004 12:08:25 P

DANIEL R. DONOHOO  
RECORDER

DOC. FEE: 28.00  
PAGES: 6

# State of Illinois Office of The Secretary of State

Whereas,

ARTICLES OF INCORPORATION OF  
UNITED INTERNET CONSUMERS OF AMERICA  
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE  
JANUARY 1, A.D. 1987.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 26TH day of JANUARY A.D. 2001 and of the Independence of the United States the two hundred and 25TH



*Jesse White*

Secretary of State

NFE-102.10  
(Rev. Jan. 1999)

ARTICLES OF INCORPORATION

4631 0571  
(Do Not Write in This Space)

http://www.sos.state.il.us

**FILED**

**SUBMIT IN DUPLICATE**

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Date 1-26-01

Filing Fee \$50

Approved *fsk*

**PAID**

JAN 26 2001

JESSE WHITE  
SECRETARY OF STATE

DO NOT SEND CASH!

JAN 29 2001

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: United Internet Consumers of America

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent CT CORPORATION SYSTEM  
 First Name Middle Name Last Name  
 Registered Office 208 S. LASALLE  
 Number Street (Do not use P.O. Box)  
CHICAGO IL 60604 COOK  
 City ZIP Code County

Article 3: The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
Gary Johnston	2544	Christopher Oaks Ct.	St. Louis, MO	63129
Karen Boeker	13	Bordeaux Place	Lake St. Louis, MO	63367
Tracy MacIntosh	2720	Sunny Meadows Dr.	St. Charles, MO	63303

Article 4. The purposes for which the corporation is organized are:

Educational.

Is this corporation a Condominium Association as established under the Condominium Property Act?  
 Yes  No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?  
 Yes  No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure?  
 Yes  No

Article 5. Other provisions (please use separate page):

6147-1944

1-26

Article 6.

NAMES & ADDRESSES OF INCORPORATORS

4631 0572

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January 28, 2001 (Month & Day) (Year)

SIGNATURES AND NAMES

POST OFFICE ADDRESS

1. Signature <i>[Signature]</i> Name (please print) Gary Johnston	1. Street 2544 Christopher Oaks Ct. City/Town St. Louis, MO 63129 State ZIP
2. Signature <i>[Signature]</i> Name (please print) Karen Boeker	2. Street 13 Bordeaux Place City/Town Lake St. Louis, MO 63367 State ZIP
3. Signature _____ Name (please print) _____	3. Street _____ City/Town _____ State _____ ZIP _____
4. Signature _____ Name (please print) _____	4. Street _____ City/Town _____ State _____ ZIP _____
5. Signature _____ Name (please print) _____	5. Street _____ City/Town _____ State _____ ZIP _____

(Signatures must be in BLACK INK on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No.

FORM NFP-102.10  
ARTICLES OF INCORPORATION  
under the  
GENERAL NOT FOR PROFIT  
CORPORATION ACT  
of

SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
SPRINGFIELD, ILLINOIS 62766  
TELEPHONE (217) 782-6522

(These Articles Must Be Executed and Filed  
in Duplicate)

Filing Fee \$50  
C-157.11

4631 0573



CP0265205

File # 6147 1944

Form **BCA-5.10**  
**NFP-105.10**  
(Rev. Jan. 1999)

Jessa White  
Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-3847  
http://www.sos.state.il.us

**STATEMENT OF  
CHANGE  
OF REGISTERED AGENT  
AND/OR REGISTERED  
OFFICE**

**FILED**

**SEP 08 2003**

JESSE WHITE  
SECRETARY OF STATE

**SUBMIT IN DUPLICATE**

This space for use by  
Secretary of State

Date

Filing Fee \$ 5

Approved: *SB*

Remit payment in check or money order,  
payable to "Secretary of State."

Type or print in black ink only.  
See reverse side for signature(s).

1. CORPORATE NAME: UNITED INTERNET CONSUMERS OF AMERICA

2. STATE OR COUNTRY OF INCORPORATION: Illinois

3. Name and address of the registered agent and registered office as they appear on the records of the office of the Secretary of State (before change):

Registered Agent	<u>CT Corporation System</u>		
	First Name	Middle Name	Last Name
Registered Office	<u>208 S. LaSalle</u>		
	Number	Street	Suite No. (A P.O. Box alone is not acceptable)
		<u>Chicago</u>	<u>IL 60604</u>
	City	ZIP Code	County
			<u>Cook</u>

4. Name and address of the registered agent and registered office shall be (after all changes herein reported):

Registered Agent	<u>Timothy Trunnell</u>		
	First Name	Middle Name	Last Name
Registered Office	<u>707 Vivian</u>		
	Number	Street	Suite No. (A P.O. Box alone is not acceptable)
		<u>Collinsville</u>	<u>IL 62234</u>
	City	ZIP Code	County
			<u>Madison</u>

*060*

4631 0574

- 5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.
- 6. The above change was authorized by: ("X" one box only)
  - a.  By resolution duly adopted by the board of directors. (Note 5)
  - b.  By action of the registered agent. (Note 6)

NOTE: When the registered agent changes, the signatures of both president and secretary are required.

7. (If authorized by the board of directors, sign here. See Note 5)

The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated 8-18, 03 United Internet Consumers of America  
 (Month & Day) (Year) (Exact Name of Corporation)

attested by [Signature] by [Signature]  
 (Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)

KAREN BOEKER Secretary MONICA ROY PRESIDENT  
 (Type or Print Name and Title) (Type or Print Name and Title)

(If change of registered office by registered agent, sign here. See Note 6)

The undersigned, under penalties of perjury, affirms that the facts stated herein are true.

Dated \_\_\_\_\_  
 (Month & Day) (Year) (Signature of Registered Agent of Record)

NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address; a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by the president (or vice-president) and by the secretary (or an assistant secretary).
6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent.

FORM **NFP 110.30** (rev. Dec. 2003)  
**ARTICLES OF AMENDMENT**  
General Not For Profit Corporation Act

Jesse White, Secretary of State  
Department of Business Services  
Springfield, IL 62756  
Telephone (217) 782-1832  
http://www.cyberdriveillinois.com

Remit payment in the form of a  
check or money order payable  
to the Secretary of State.

**FILED**

**JAN 09 2004**

JESSE WHITE  
SECRETARY OF STATE

File # 6147-194-4 Filing Fee: \$25.00 Approved: lt  
Submit in duplicate Type or Print clearly in black ink Do not write above this line

1. Corporate name (Note 1): United Internet Consumers of America

2. Manner of adoption of amendment:  
The following amendment of Articles of Incorporation was adopted on 1-7-04 in the manner  
indicated below (Check one only):  
(Month, Day & Year)

- By affirmative vote of a majority of the directors in office, at a meeting of the board of directors, in accordance with Section 110.15. (Note 2)
- By written consent, signed by all the directors in office, in compliance with Sections 110.15 and 108.45 (Note 3)
- By members at a meeting of members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation or the bylaws, in accordance with Section 110.20. (Note 4)
- By written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation, or the bylaws, in compliance with Sections 107.10 and 110.20. (Note 5)

3. Text of amendment  
(a.) When an amendment effects a name change, insert the new corporate name below. Use 3 (b) below for all other amendments. \*Article 1: The name of the corporation is:

Association of United Internet Consumers  
(New Name)

(b) All amendments other than name change.  
(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety.) If there is not sufficient space to add the full text of the amendment, add one or more sheets of this size.

(COMPLETE ITEM 4 OR, IF APPLICABLE, ITEM 5.) ALL SIGNATURES MUST BE IN BLACK INK.

4. The undersigned corporation has caused these articles to be signed by duly authorized officer, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated 1-8 2004  
*(Month & Day)* *(Year)*  
*[Signature]*  
*(Any Authorized Officer's Signature)*  
Tina Kompor President  
*(Print Name and Title)*

United Internet Consumers of America  
*(Exact Name of Corporation)*

5. If there are no duly authorized officers, then the persons designated under Section 101.10(b)(2) must sign below and print name and title. The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated \_\_\_\_\_ (Month, Day & Year)

Signature	Print Name and Title
_____	_____
_____	_____
_____	_____
_____	_____

**NOTES**

- Note 1:** State the true and exact corporate name as it appears on the records of the Secretary of State, BEFORE any amendment herein reported.
- Note 2:** Directors may adopt amendments without member approval only when the corporation has no members, or no members entitled to vote pursuant to §110.15
- Note 3:** Director approval may be (1) by vote at a director's meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.
- Note 4:** All amendments not adopted under Sec. 110.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the members approve the amendment.  
Member approval may be (1) by vote at a members meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.  
To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding members entitled to vote on the amendment, (*but if class voting applies, then also at least a 2/3 vote within each class is required*).
- Note 5:** When member approval is by written consent, all members must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, members who have not signed the consent must be promptly notified of the passage of the amendment. (*Sec. 107.10 & 110.20*)

BY-LAWS  
OF  
"ASSOCIATION OF UNITED INTERNET CONSUMERS"

ARTICLE I  
PURPOSES

The purpose of "Association of United Internet Consumers" ("association") shall be: "educational" as stated in the Certificate of Incorporation, as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Law of the State of Illinois.

ARTICLE II  
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE III  
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Illinois as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Illinois as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally or by mail, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and
3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

#### ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Illinois for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the

registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally or sent by mail to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

## ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII  
CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX  
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall

become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

## ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

## ARTICLE XI DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from

which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

#### ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

#### ARTICLE XIII SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

#### ARTICLE XIV WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Illinois under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV  
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI  
INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII  
DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

ACCEPTED THIS 2.4.02  
DATE

BY: Monica Roy  
Monica Roy, Secretary

4632 5509

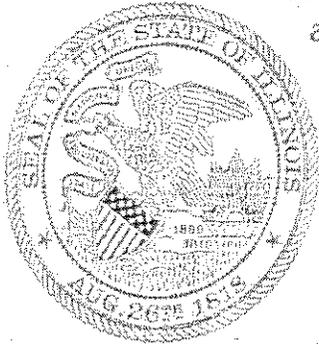
File Number 6147-197-9

State of Illinois  
Office of  
The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF  
WORLD WIDE WEB CONSUMERS ASSOCIATION  
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE  
JANUARY 1, A.D. 1987.

Now Therefore, I, Jesse White, Secretary of State of the State of  
Illinois, by virtue of the powers vested in me by law, do hereby issue  
this certificate and attach hereto a copy of the Application of the  
aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be  
affixed the Great Seal of the State of Illinois,  
at the City of Springfield, this 26TH  
day of JANUARY A.D. 2001 and of  
the Independence of the United States the two  
hundred and 25TH



*Jesse White*

Secretary of State

**FILED**

JAN 26 2001

JESSE WHITE  
SECRETARY OF STATE

ARTICLES OF INCORPORATION

(Do Not Write in This Space)

**EXHIBIT/DUPLICATE**

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH!

Date 1-26-01

Filing Fee \$50

Approved *RS*

PAID

JAN 29 2001

TO: JESSE WHITE, Secretary of State.

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1: The name of the corporation is: World Wide Web Consumers Association

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent: CT CORPORATION SYSTEM

First Name	Middle Name	Last Name
<u>208</u>	<u>S. LASALLE</u>	
Registered Office Number	Street	(Do not use P.O. Box)
<u>CHICAGO</u>	<u>IL 60604</u>	<u>COOK</u>
City	ZIP Code	County

Article 3: The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
Gary Johnston	2544	Christopher Oaks Ct.	St. Louis, MO	63129
Karen Becker	13	Bordeaux Place	Lake St. Louis, MO	63367
Tracy MacIntosh	2720	Sunny Meadows Dr.	St. Charles, MO	63303

Article 4: The purposes for which the corporation is organized are:

Educational

Is this corporation a Condominium Association as established under the Condominium Property Act?  
 Yes  No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?  
 Yes  No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure?  
 Yes  No

Article 5: Other provisions (please use separate page):

*3-1-26*  
*1-26*

6147-1979

1632  
5510

4632 5511

Article 6. NAMES & ADDRESSES OF INCORPORATORS

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated January 22, 2001 (Month & Day) (Year)

SIGNATURES AND NAMES

POST OFFICE ADDRESS

1. [Signature]  
Signature  
Name (please print) Gary Johnston

2. [Signature]  
Signature  
Name (please print) Karat Boeker

3. \_\_\_\_\_  
Signature  
Name (please print)

4. \_\_\_\_\_  
Signature  
Name (please print)

5. \_\_\_\_\_  
Signature  
Name (please print)

1. \_\_\_\_\_  
Street  
2544 Christopher Oaks Ct.  
St. Louis, MO 63129  
City/Town State ZIP

2. \_\_\_\_\_  
Street  
13 Bordeaux Place  
Lake St. Louis, MO 63367  
City/Town State ZIP

3. \_\_\_\_\_  
Street  
City/Town State ZIP

4. \_\_\_\_\_  
Street  
City/Town State ZIP

5. \_\_\_\_\_  
Street  
City/Town State ZIP

(Signatures must be in BLACK INK on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
- The registered agent cannot be the corporation itself.
- The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
- The registered office may be, but need not be, the same as its principal office.
- A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No.

FORM NPS-102-10

ARTICLES OF INCORPORATION

under the

GENERAL NOT FOR PROFIT

CORPORATION ACT

of

SECRETARY OF STATE  
DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
SPRINGFIELD, ILLINOIS 62768  
TELEPHONE (217) 782-9522  
782-9523

(These Articles Must Be Executed and Filed in Duplicate)

Filing Fee \$50

C-157-11



0010326729

0010326729

1462/0133 90 001 Page 1 of 3  
2001-04-20 14:48:32  
Cook County Recorder 25.50

File Number 6147-197-9

# State of Illinois Office of The Secretary of State

Whereas, ARTICLES OF INCORPORATION OF  
WORLD WIDE WEB CONSUMERS ASSOCIATION  
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN  
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE  
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE  
JANUARY 1, A.D. 1987.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 26TH day of JANUARY A.D. 2001 and of the Independence of the United States the two hundred and 25TH



*Jesse White*

Secretary of State

*SWS  
23  
5:00  
4/20/01*

http://www.sps.state.il.us

FILED

JAN 26 2001

JESSE WHITE  
SECRETARY OF STATE

~~SUBMITTED DUPLICATE~~

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH!

Date 1-26-01

Filing Fee \$50

Approved [Signature]

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1: The name of the corporation is: World Wide Web Consumers Association

Article 2: The name and address of the initial registered agent and registered office are:

Registered Agent CT CORPORATION SYSTEM  
First Name Middle Name Last Name  
Registered Office 208 S. LASALLE  
Number Street (Do not use P.O. Box)  
CHICAGO IL 60604 COOK  
City ZIP Code County

Article 3: The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
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Is this corporation a Condominium Association as established under the Condominium Property Act?  
 Yes  No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954?  Yes  No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure?  Yes  No

Article 5: Other provisions (please use separate page):

4632 5506

NFP-110.30  
(Rev. Jan 1999)

JESSE WHITE  
Secretary of State  
State of Illinois

File # 6147-197-9

Submit in Duplicate  
Remit payment in check or money  
order, payable to "Secretary of  
State."

ARTICLES OF AMENDMENT  
under the  
GENERAL NOT FOR PROFIT  
CORPORATION ACT

This Space For Use By Secretary of State	
Date	7-29-03
Filing Fee	\$25.00
Approved	

DO NOT SEND CASH!

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE The name of the corporation is World Wide Web  
Consumers Association (Note 1)

ARTICLE TWO The following amendment to the Articles of Incorporation was adopted on 12-29  
2003 in the manner indicated below ("X" one box only.) (Month & Day)  
(Year)

- By the affirmative vote of a majority of the directors in office, at a meeting of the board of directors, in accordance with Section 110.15. (Note 2)
- By written consent, signed by all the directors in office, in compliance with Sections 110.15 and 108.45 of this Act. (Note 3)
- By the members at a meeting of members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation or the bylaws, in accordance with Section 110.20. (Note 4)
- By written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation, or the bylaws, in compliance with Sections 107.10 and 110.20 of this Act. (Note 5)

RESOLVED, the name of the corporation shall be changed to read:  
Med-Sense Guaranteed Association and Article One of the Articles of  
Incorporation shall be amended to reflect the change of name.

4632 5507

(If space is insufficient, attach additional pages size 8 1/2 x 11)

The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true. (All signatures must be in BLACK-INK.)

Dated 1-5 2004 World Wide Web Consumers Association  
 (Month & Day) (Year) (Exact Name of Corporation)

attested by Monica Ross by Tina Kompan  
 (Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)

Monica Ross, Secretary Tina Kompan, President  
 (Type or Print Name and Title) (Type or Print Name and Title)

NOTES AND INSTRUCTIONS

- NOTE 1: State the true exact corporate name as it appears on the records of the Office of the Secretary of State, BEFORE any amendments herein reported.
- NOTE 2: Directors may adopt amendments without member approval only when the corporation has no members, or no members entitled to vote.
- NOTE 3: Director approval may be (1) by vote at a director's meeting (either annual or special) or (2) consent, in writing, without a meeting.
- NOTE 4: All amendments not adopted under Sec. 110.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the members approve the amendment.  
  
 Member approval may be (1) by vote at a members meeting (either annual or special) or (2) by consent, in writing, without a meeting.  
  
 To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding members entitled to vote on the amendment, (but if class voting applies, then also at least a 2/3 vote within each class is required).  
  
 The articles of incorporation may supersede the 2/3 vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding votes of such members entitled to vote and not less than a majority within each when class voting applies. (Sec. 110.20)
- NOTE 5: When a member approval is by written consent, all members must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, members who have not signed the consent must be promptly notified of the passage of the amendment. (Sec. 107.10 & 110.20)

FORM NFP-110.30

File No.

ARTICLES OF AMENDMENT  
under the  
GENERAL NOT FOR PROFIT  
CORPORATION ACT

Filing Fee: \$25

FILED  
JAN 29 2004  
JESSE WHITE  
SECRETARY OF STATE

RETURN TO:

Department of Business Services  
Secretary of State  
Springfield, Illinois 62756  
Telephone (217) 782-1832  
<http://www.sos.state.il.us>

C-130.10

BY-LAWS  
OF  
"MED-SENSE GUARANTEED ASSOCIATION"

ARTICLE I  
PURPOSES

The purpose of "MED-SENSE GUARANTEED ASSOCIATION" ("association") shall be "educational" as stated in the Certificate of Incorporation, as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Law of the State of Illinois.

ARTICLE II  
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE III  
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association, at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Illinois as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Illinois as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it

appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

#### ARTICLE V. BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the Association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Illinois for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered either personally, by mail or through the internet, to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such

meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of the Board of Directors or of the committee as the case may be.

The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committees as the case may be.

## ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President,

and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the

Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

#### ARTICLE IX

##### CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

#### ARTICLE X

##### BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI  
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII  
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII  
SEAL

The Board of Directors may provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV  
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Illinois under the provisions of the Articles of

Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### ARTICLE XV AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

#### ARTICLE XVI INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

#### ARTICLE XVII DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

MED-SENSE GUARANTEED ASSOCIATION  
Unaudited Statement  
2007

TOTAL DUES \$32,400

EXPENSES

Benefits	\$ 6,480
Administration	16,200
Marketing	9,720

TOTAL EXPENSES \$32,400

SURPLUS -0-

MINUTES OF THE ANNUAL MEETING  
OF THE BOARD OF DIRECTORS AND MEMBERS OF  
MED-SENSE GUARANTEED ASSOCIATION

The Annual Meeting of the Members and Board of Directors of Med-Sense Guaranteed Association, an Illinois not-for-profit corporation, was held at 16476 Chesterfield Airport Rd., Chesterfield, Missouri, in the county of St. Louis, State of Missouri, on the 14th day of December 2007, pursuant to the provisions of the By-Laws of the corporation.

Present at the meeting were all of the Directors and Officers of the corporation: Tina Kompon, Tim Trunnell, Monica Roy and other attending members. With the unanimous consent of the members, Tina Kompon served as Chairman of the meeting and Monica Roy served as Secretary. The Chairman called the meeting to order. The first order of business was a motion, seconded and unanimously approved to accept the minutes for the 2006 annual meeting.

Next, the Chairman called for the nominations of three (3) Directors and Officers of the Association as provided in the By-Laws. Thereupon, the following persons were nominated as Directors and Officers, to serve a term of one year beginning December 15, 2007 or until such time as their successors are duly nominated and shall have qualified:

President/Director: Tina Kompon

Vice President/Director: Tim Trunnell

Secretary/Treasurer/Director: Ryan Casey

No further nominations being made, the nominations were closed and each member proceeded to vote on the nominees. After the vote had been counted, the Chairman

announced that the above-named persons had been duly elected as Directors and Officers to serve for the above-stated term.

The Board then discussed new marketing efforts. The new marketing group is in the process of implementing its plans and recommending additional benefits. It is anticipated that 2008 will show a significant increase in enrollment. Since the previous marketing group's activities have discontinued, the membership numbers have lowered during 2007.

During 2007, the current benefit package has been implemented. There could be additional benefits added during 2008.

The next item of business concerned the financial report. Monica Roy presented this report. After discussion there was a motion, seconded, and unanimously approved to accept the report.

There being no further or other business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

APPROVED:

---

Monica Roy, SECRETARY

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

CERTIFICATE OF AMENDMENT  
OF A  
MISSOURI NONPROFIT CORPORATION

WHEREAS,

*National Alliance of Consumers and Healthcare Professionals*  
N00068697

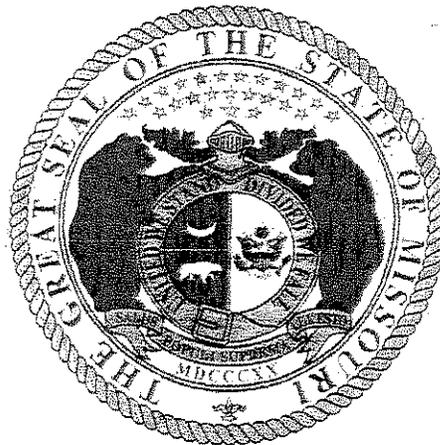
Formerly,

*ASSOCIATION OF PROTECTIVE SERVICES*

a corporation organized under The Missouri Nonprofit Corporation Law has delivered to me its Articles of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The Missouri Nonprofit Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set  
my hand and imprinted the GREAT SEAL  
of the State of Missouri, on this, the 21st day  
of March, 2005.

  
Secretary of State





**State of Missouri**  
Robin Carnahan, Secretary of State

Corporations Division  
P.O. Box 778 / 606 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number: 200508121113  
N00068697  
Date Filed: 03/21/2005  
Robin Carnahan  
Secretary of State

**Articles of Amendment  
for a Nonprofit Corporation**  
*(Submit with filing fee of \$10.00)*

The undersigned corporation, for the purpose of amending its articles of incorporation, hereby executes the following articles of amendment:

- (1) The name of corporation is: Association of Protective Services
- (2) The amendment was adopted on 3/18/05 and changed article(s) 1, 8 to state as follows:  
*month/day/year*

Article number One (1) is amended to read: The name of the corporation is: National Alliance of Consumers and Healthcare Professionals.

Article number Eight (8) is amended to read: To enhance the quality of life for members by offering or providing educational information; to provide access to goods, services and discount benefits by using the buying power of all members. To exercise all the powers conferred upon corporations formed under the Missouri not for profit corporation *act.*

- (3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5):

- (4) If approval by members was required, check here and provide the following information: \_\_\_\_\_

A. Number of memberships outstanding: \_\_\_\_\_

B. Complete either i or ii:

C. Number of votes for and against the amendment(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____

State of Missouri  
Amend/Restate - NonProfit 2 Page(s)



T0508016578

Name and address to return filed document:

Name: Rachel DiFulvio

Address: 15475 Chesterfield Airport Rd.

City, State, and Zip Code: Chesterfield, MO 63017

Corp. 55A (01/05)

D. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained:       ✓      

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo.)



Karen Boeker

Secretary/Treasurer

3/17/05

*Authorized signature of officer or chairman of the board*

*Printed Name*

*Title*

*Date*

No. N00068697

# STATE OF MISSOURI



Matt Blunt  
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

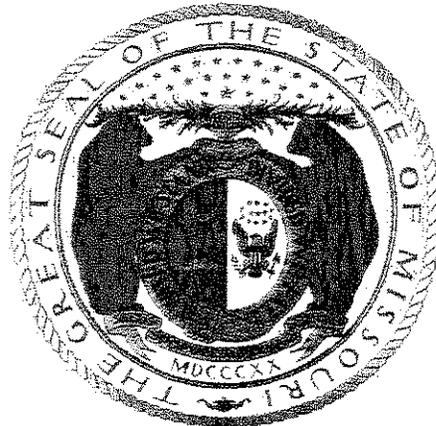
MISSOURI NONPROFIT

WHEREAS, duplicate originals of Articles of Incorporation of  
ASSOCIATION OF PROTECTIVE SERVICES

have been received and filed in the office of the Secretary of  
State, which Articles, in all respects, comply with the  
requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the  
State of Missouri, by virtue of the authority vested in me  
by law, do hereby certify and declare this entity a body  
corporate, duly organized this date and that it is entitled to  
all rights and privileges granted corporations organized under  
the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I have set my  
hand and imprinted the GREAT SEAL of  
the State of Missouri, on this, the  
28th day of FEBRUARY, 2002.



*Matt Blunt*

\$25.00

Secretary of State

The purpose or purposes for which the Corporation is organized are:

To promote and foster a good quality of life for employees of municipalities and their families by offering and providing educational information, discounts on benefits and services of interest to members. To assist members in taking advantage of the mass purchasing power of a large group. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

Association of Protective Services

FILED

FEB 28 2002

  
SECRETARY OF STATE

BY-LAWS  
OF  
"ASSOCIATION OF PROTECTIVE SERVICES"

ARTICLE I  
PURPOSES

The purpose of "Association of Protective Services" ("association") shall be as that stated in the Certificate of Incorporation, as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Law of the State of Missouri.

ARTICLE II  
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE III  
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the

meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V  
BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally, by mail or through the internet to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice

of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of

the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

## ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present.

Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

#### ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

#### ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

#### ARTICLE XI

## DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

## ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

## ARTICLE XIII SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

## ARTICLE XIV WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Missouri under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such

notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV  
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI  
INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors of officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII  
DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.

No. N00068697

# STATE OF MISSOURI



Matt Blunt  
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

MISSOURI NONPROFIT

WHEREAS, duplicate originals of Articles of Incorporation of  
ASSOCIATION OF PROTECTIVE SERVICES

have been received and filed in the office of the Secretary of  
State, which Articles, in all respects, comply with the  
requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the  
State of Missouri, by virtue of the authority vested in me  
by law, do hereby certify and declare this entity a body  
corporate, duly organized this date and that it is entitled to  
all rights and privileges granted corporations organized under  
the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I have set my  
hand and imprinted the GREAT SEAL of  
the State of Missouri, on this, the  
28th day of FEBRUARY, 2002.



*Matt Blunt*

Secretary of State

\$25.00

The purpose or purposes for which the Corporation is organized are:

To promote and foster a good quality of life for employees of municipalities and their families by offering and providing educational information, discounts on benefits and services of interest to members. To assist members in taking advantage of the mass purchasing power of a large group. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

Association of Protective Services

FILED

FEB 28 2002

*Matt Blunt*  
SECRETARY OF STATE

BY-LAWS  
OF  
"ASSOCIATION OF PROTECTIVE SERVICES"

ARTICLE I  
PURPOSES

The purpose of "Association of Protective Services" ("association") shall be as that stated in the Certificate of Incorporation, as well as any powers as are now or may hereafter be granted by the General Not-For-Profit Law of the State of Missouri.

ARTICLE II  
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE III  
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of Directors or person calling the meeting. In the case of special meetings, the purpose for which the

meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

ARTICLE V  
BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally, by mail or through the internet to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice

of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken are signed by all of the members of

the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

## ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

## ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present.

Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

#### ARTICLE IX CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

#### ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

#### ARTICLE XI

## DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

## ARTICLE XII FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

## ARTICLE XIII SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

## ARTICLE XIV WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Missouri under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such

notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV  
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

ARTICLE XVI  
INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

ARTICLE XVII  
DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.



# State of Missouri

Rebecca McDowell Cook, Secretary of State  
P. O. Box 778, Jefferson City, MO 65102

**CORPORATION AND CERTIFICATE  
ISSUED**

APR 21 2000

## Articles of Amendment for a Nonprofit Corporation

(Submit in duplicate with filing fee of \$10.00)

*Rebecca McDowell Cook*  
SECRETARY OF STATE

The undersigned corporation, for the purpose amending its articles of incorporation, hereby executes the following articles of amendment:

(1) The name of corporation is: Acupuncture International Association, Inc

(2) The text of the amendment(s) and the date(s) of adoption are as follows:

*Article number One is amended to read as follows:*

*The name of the corporation is:*

*United Consumer Awareness Association*

*Adopted 3-30-00*

(3) If approval of members was not required, and the amendment(s) was approved by a sufficient vote of the board of directors or incorporators, check here and skip to number (5): See Attached

board of directors or incorporators, check here and skip to number (5):

(4) If approval by members was required, check here and provide the following information: \_\_\_\_\_

A. Number of memberships outstanding: \_\_\_\_\_

B. Complete either i or ii.

i. Number of votes for and against the amendment(s) by class was:

Class:	Number entitled to vote:	Number voting for:	Number voting against:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ii. Number of undisputed votes cast for the amendment(s) was sufficient for approval, and was:

Class:	Number voting undisputed:
_____	_____
_____	_____
_____	_____

The number of votes cast in favor of the amendment(s) by each class was sufficient for approval by that class.

(5) If approval of the amendment(s) by some person(s) other than the members, the board or the incorporators was required pursuant to section 355.606, check here to indicate that approval was obtained: \_\_\_\_\_

In affirmation of the facts stated above,

*Gary Baker*  
(Authorized signature of officer or chairman of the board)

*Vice President*  
(Title)

*4/20/00*  
(Date of signature)

Article number Five (5) is amended to read as follows:

The purpose or purposes for which the corporation is organized are:

To provide information, education, products and services which would improve consumer awareness to United Consumer Awareness Association members.  
To enrich the lives of its members by providing products and services at a discount, as well as any other activity permitted under the Missouri Not-For-Profit Corporation Act.

Adopted: 3/30/00

FILED AND CERTIFICATE  
ISSUED  
APR 21 2000

Rebecca McDowell Cook  
SECRETARY OF STATE



State of Missouri . . . Office of Secretary of State

ROY D. BLUNT, Secretary of State
CORPORATION DIVISION

Articles of Incorporation
of a
General Not For Profit Corporation AND CERTIFICATE OF INCORPORATION ISSUED
Filing Fee \$10.00

INCORPORATION ISSUED

APR 24 1987

Roy D. Blunt

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
P.O. BOX 778
JEFFERSON CITY, MO 65102

We the undersigned,

(Not less than three)

Table with 7 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include William F. White, D. C., Carol Ann Lee, and Susan Marie Slazinik.

being natural persons of the age of eighteen years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

- 1. The name of the corporation is: ACUPUNCTURE INTERNATIONAL ASSOCIATION, INC.
2. The period of duration of the corporation is: Perpetual
3. The address of its initial Registered Office in the State of Missouri is: 2330 S. Brentwood Boulevard St. Louis, Missouri 63144-2096 and the name of its initial Registered Agent at said Address is: George G. White, Sr.

- 4. The first Board of Directors shall be three in number, their names and addresses being as follows:

Table with 7 columns: Type or Print Name, Number, Street, City, State, Zip. Rows include William F. White, D. C., Carol Ann Lee, and Susan Marie Slazinik.

- 5. The purpose or purposes for which the corporation is organized are: To coordinate, manage, schedule and arrange educational meetings, tours, seminars, conventions, etc. concerning Acupuncture and natural healing methods for members of the healing arts and the general public. To promote good health and healing.

To exercise any and all and every power which a non-profit corporation may do under the laws of the State of Missouri.

BY-LAWS  
OF  
"UNITED CONSUMER AWARENESS ASSOCIATION"

ARTICLE I  
PURPOSES

The purpose or purposes of "United Consumer Awareness Association" ("association") shall be:

To provide information, education, products and services which would improve consumer awareness to United Consumer Awareness Association members. To enrich the lives of its members by providing products and services at a discount, as well as any other activity permitted under the Missouri Not-For-Profit Corporation Act.

ARTICLE II  
OFFICES

The Association shall have and continuously maintain in this state a registered office and a registered agent, and the registered office of the association shall be identical with that of its registered agent. The Association may have other offices within or without the State of Missouri as the Board of Directors may from time to time determine.

ARTICLE III  
MEMBERS

Section 1. Classes of Members. The Association shall have two (2) classes of members. The designation of such classes and qualifications of the members of such classes shall be as follows:

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1 and 2 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

Section 3. Termination of Membership. Any member who shall be in default in the payment of dues for the period fixed in Article XI of the By-Laws is automatically ineligible for

membership and loses all privileges and rights of the Association, subject to the discretion of the Board of Directors to extend such time period for the payment of dues.

Section 4. Resignation. Any member may resign by filing a written resignation with the Secretary, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

Section 5. Reinstatement. Upon written reapplication a former member may be reinstated to membership in the Association.

Section 6. Transfer of Membership. Membership in the Association is not transferable or assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members of the Association shall be held for the purpose of electing Directors and the transaction of any other business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors, or at the request in writing of members representing at least one hundred (100) votes entitled to be cast at such meeting.

Section 3. Place of Meeting. The Board of Directors may designate any place, within or without the State of Missouri as the place of meeting for any annual meeting. The President or the Board of Directors may designate any place within or without the State of Missouri as the place of the meeting for any special meeting. If no designation is made, the place of meeting shall be the registered office of the Association.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any regular or special meeting of the Association members shall be delivered, either personally, by mail or through the internet, to each member, not less than seven (7) or more than forty (40) days before the date of such meeting, by or at the direction of the President, or Secretary, or the Board of

Directors or person calling the meeting. In the case of special meetings, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of meeting shall be deemed delivered when deposited in the United States mail addressed to the member at this address as it appears on the records of the Association, with postage thereon paid. Notice of meetings may be included in any publication that is distributed to the member.

Section 5. Quorum. There shall be no minimum number of members necessary to be present at any regular meeting or special meeting, in order to constitute a quorum. Those members present shall therefore constitute a quorum.

Section 6. Manner of Acting. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

Section 7. Informal Action by Members. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members with respect to the subject matter thereof.

Section 8. Parliamentary Procedures. Parliamentary Procedure for all meetings of members, directors, and committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these By-Laws.

Section 9. Voting. At all meetings of the members, each member of records shall be entitled to one (1) vote. A vote may be cast either orally or in writing in person or by proxy. A "member of record" is a person who is a member in good standing of the Association as of the close of business on a date, selected by the Board of Directors, not less than forty (40) days nor more than fifty (50) days before the date of the meeting (the "record date"). When a quorum is present at any meeting, the vote of the holders of a majority of members present shall decide any questions brought before such meeting, unless the questions are ones upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote "thereon" by the members at a meeting called to consider such matter:

1. An amendment to the Association's Articles of Incorporation;
2. The election of the Board of Directors; and

3. Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the members.

## ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors shall appoint a committee to nominate successor directors. The directors shall be elected at an annual meeting of the members, except as provided in Section 8 of this Article, and each director elected shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. Directors shall be residents of the United States of America and be members of the association.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Association for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The regular annual meeting of directors shall be held without other notice than these By-Laws. The Board of Directors may provide by resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by a majority of the Board of Directors in attendance at the meeting.

Section 5. Notice. Notice of any special meeting of the Board of Directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally, by mail or through the internet to each director at his address shown on the records of the Association. If notice be given by mail, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director. Any director may waive notice

transaction of any business because the meeting is not lawfully called or convened. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

Section 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-Laws.

Section 8. Vacancies. Vacancies created by the death, resignation, or removal of a director may be filled by a majority vote of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are not directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by election at an annual meeting or special meeting called for that purpose.

Section 9. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefor upon approval by the Board.

Section 10. Telephonic Participation in Meeting. The members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Section 11. Action by Written Consent. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the members of the Board of Directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee as the case may be.

## ARTICLE VI OFFICERS

Section 1. Officers. The Officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary or combination thereof, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any Officer or Agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

Section 6. Vice President. In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer or Assistant Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VIII of these By-Laws.

Section 8. Secretary. The Secretary or Assistant Secretary of the Association shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records of the Association; see that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association under its seal, if any, is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary or Assistant Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary or Assistant Secretary by the President or by the Board of Directors.

#### ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board of Directors, by resolution adopted by the majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The President shall be an ex-officio member of all committees of directors.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association will be served by such removal. One member of each committee shall be a director.

Section 3. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of original appointments.

Section 4. Quorum. Unless provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### ARTICLE VIII CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

Section 1. Contracts. The Board of Directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the Board of Directors to be appropriate, including the contracting with a third party for any or all administrative and other services and functions necessary for the Association to achieve its purpose.

Section 2. Checks, Drafts, Etc. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by the resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the Association.

Section 3. Deposits. All funds coming into possession of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contributions, gifts, bequests, or device for the general purpose or for any special purpose of the Association.

Section 5. Loans. The Association may, upon authorization of the Board of Directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE IX  
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The Board of Directors may provide for the issuance of certificates evidencing membership in the Association which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and shall be sealed with the seal of the Association, if any. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

Section 2. Issuance of Certificates. When a member has applied for and is eligible for membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued and delivered to him by the Secretary, if the Board of Directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this article.

ARTICLE X  
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any purpose at any reasonable time.

ARTICLE XI  
DUES AND INITIATION FEE

Section 1. Annual Dues. The Board of Directors may determine from time to time the amount of annual dues payable to the Association by members of each class.

Section 2. Payment of Dues. Dues shall be payable in advance.

Section 3. Default and Termination of Membership. When any member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, such member shall be automatically dropped from membership unless the Board of Directors, in its discretion, extends the time for payment of dues.

Section 4. Initiation Fee. Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the Board of Directors as a prerequisite to membership. The Board of Directors may provide that the initiation fee is waived for members who are part of a group where the sponsor pays a stated initiation fee on behalf of all group members.

ARTICLE XII  
FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end on the last day of December in each year.

ARTICLE XIII  
SEAL

The Board of Directors may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal".

ARTICLE XIV  
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Law of Missouri under the provisions of the Articles of Incorporation or the By-Laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV  
AMENDMENT OF BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a two-thirds (2/3) majority of the directors present at any regular meeting or any special meeting, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new By-Laws at such meeting.

#### ARTICLE XVI INDEMNIFICATION

The Association shall provide for indemnification by the Association of any and all of its directors or officers or former directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding, in which they or any of them are made parties, or a party, by reason of having been directors or officers of the Association, except in relation to matters as to which such director or officer or former director or officer shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for gross negligence or misconduct.

#### ARTICLE XVII DISSOLUTION

The Association shall use its funds only to accomplish the objectives and purposes specified in these By-Laws, and no part of said funds shall inure, or be distributed, to the members of the Association. On dissolution of the Association any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors.



January 30, 2009

SERFF Tracking No. CRUM-125830725

Rosalind Minor  
Arkansas Insurance Department  
1200 West 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904

RE: United States Fire Insurance Company  
Forms: AH-27330, AHC-27330 et al  
Group Health – Hospital Indemnity  
Approved for additional associations on April 20, 2007  
**Informational Filing**  
**Listing and documents for additional associations**

Dear Ms. Minor:

Thank you for allowing us additional time for our response to your request via SERFF for the Discretionary Group Questionnaire and additional information.

I apologize for the delay. Ms. Wood who handled the original filing is no longer with our Company.

Attached as Supporting Documentation is the information per request.

Please contact me if any additional information is required. Thank you.

Sincerely,

*Vera Harwell*

Vera Jean Harwell  
Compliance Manager  
A&H Division  
[vharwell@fairmontspecialty.com](mailto:vharwell@fairmontspecialty.com)

**Association of United Internet Consumers (AUIC)  
Response to Discretionary Group Questionnaire**

1. Name and address of the group.

*Association of United Internet Consumers (AUIC)  
707 Vivian  
Collinsville, IL 62234*

2. Is this group incorporated? If so, give state of incorporation.

*Yes, Illinois*

3. Is there a current office in Arkansas?

*No*

4. Does the Arkansas part of the organization have any officers, committees, or chapters?  
If so, give details.

*No*

5. Are annual dues charged? If so, specify amount.

*\$24.00*

6. What are the specific activities of the organization?

*Search for online consumer shopping discounts, coupons, events and provide educational information to members on how to access discounted goods and services.*

7. What benefits are provided to the members in addition to insurance?  
PLEASE ATTACH BROCHURES ON THE BENEFITS. *Attached.*

8. What qualifies an individual for membership?

*Must be of age to contract and enrollment in the association and maintain current dues payment status.*

9. How are members recruited? If by mailing list, advise the source of this list.

*Recruited only by online marketing.*

10. Attach a copy of the organization by-laws.

*Furnished previously with initial filing.*

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.

<b>First Name</b>	<b>Last Name</b>	<b>Full Name</b>	<b>Address1</b>
Ray	Rajagukguk	Ray Rajagukguk	1900 North Garland Avenue #48
Trew	Lockhart	Trew Lockhart	1244 N Mission Blvd
Katie	McBride	Katie McBride	2360 O'Neal Rd
James	Lea	James Lea	16 Dallas 305
Tiffany	Dickinson	Tiffany Dickinson	3478 Acorn Falls
Richard	Gay	Richard Gay	P.O. Box 999
john	hickerson	john hickerson	3406 Laurel
George	Pritchett	George Pritchett	404 Phadral Point
Aliyah	Kennedy	Aliyah Kennedy	3220 E. 23rd Street
Rita	Hudgeons	Rita Hudgeons	4 Joshua Circle
John	Godwin	John Godwin	2024 Topf Rd
Nathan	Bearl	Nathan Bearl	550 Berg Street
William	Sosa	William Sosa	2304 Izard St
Eleanor	Johnson	Eleanor Johnson	2610 Rosewood Circle
Stacey	Ashworth	Stacey Ashworth	1 Tavistock Dr.
Aaron	Ault	Aaron Ault	6612 Marguerite Lane
Amy	Bucholtz	Amy Bucholtz	402 Greenwood Place
Erik	Hardesty	Erik Hardesty	3000 Park Hill Blvd.
Nicholas	Sherwood	Nicholas Sherwood	28 Donna Kay Dr
Anthony	Allen	Anthony Allen	520 Hazel St.
Melissa	dunbar	Melissa dunbar	1191 south arkansas ave
Kathryn	Roberson	Kathryn Roberson	950 Western Avenue
William	Graves	William Graves	88 Japany Loop
Lauren	Cordano	Lauren Cordano	11921 St Charles Blvd
John	Hickerson	John Hickerson	3406 Laurel
Gregory	Peterson	Gregory Peterson	3402 Shenandoah Valley Drive
Allen	Elshire	Allen Elshire	6 Vixen Tr
Lisa	Meeks	Lisa Meeks	1230 South Washington Ave
Jamie	Bernard	Jamie Bernard	PO BOX 276
christopher	lundeen	christopher lundeen	420 williamson rd
Johnny	Carpenter	Johnny Carpenter	PO Box 1491
John	Baker	John Baker	420 Nth 2nd street
John	Baker	John Baker	420 N 2nd Street
Ananth	pasya	Ananth pasya	1420 breckenridge dr
Julie	Roehm	Julie Roehm	4061 Caerleon Circle
Coleman	Taylor	Coleman Taylor	2954 N. Dorchester Drive
KELLYE	RAMSEY	KELLYE RAMSEY	16 WYNNEWOOD
Sam	Eifling	Sam Eifling	1500 Center Street #3
Jacqueline	Johnson	Jacqueline Johnson	3102 S. 28th Place #3
Christopher	Vick	Christopher Vick	1540 Hidden Creek Drive
Barbara	Willett	Barbara Willett	3316 W. Jewell Rd.
John	Hickerson	John Hickerson	3406 Laurel
Paul	Loughlin	Paul Loughlin	96 Ruby Rd
ashley	scott	ashley scott	2304 sheffield dr
Emmanuel	Bayongan	Emmanuel Bayongan	207 Stonegate Court
Davjd	Parham	Davjd Parham	3 Chalmette Court
Amy	Moore	Amy Moore	2111 Huntleigh Court
Druse	Ellis	Druse Ellis	2602 Deepwood
Rober	Kearney II	Rober Kearney II	4105 SW Slate LN
Katie	Van Leeuwen	Katie Van Leeuwen	15 Juego Way
Katie	Van Leeuwen	Katie Van Leeuwen	15 Juego Way
willie	march	willie march	402 n myrtle
Mary	Daniel	Mary Daniel	4029 Sugar Maple Lane
Kerri	Padgett	Kerri Padgett	9 Barberry Lane

Bethani	Walsh	Bethani Walsh	501 Napa Valley Dr
Willie	March	Willie March	402 N Myrtle
arvind	jamakhandi	arvind jamakhandi	119 B
Kerri	Padgett	Kerri Padgett	9 Barberry Lane
Tony	Love	Tony Love	9705 Stardust Trail
Bruce	Clinton	Bruce Clinton	2525 Neely Place
Kerri	Padgett	Kerri Padgett	9 Barberry Lane
Jennifer	Taylor	Jennifer Taylor	2833 W Wildwood Dr.
AMY	LAZAR	AMY LAZAR	2120 WESTPORT LOP
Amy	Lazar	Amy Lazar	2120 Westport Loop
Bruce	Clinton	Bruce Clinton	2525 Neely Place
lynn	lpe	lynn lpe	267 hidden valley lane
Merritt	Watson	Merritt Watson	4100 W 17th
Eric	Majzner	Eric Majzner	1001 Ruby Dr.
Shannon	Majzner	Shannon Majzner	1001 Ruby Dr.
Shannon	Majzner	Shannon Majzner	1001 Ruby Dr.
Evin	Demirel	Evin Demirel	6900 Kingwood Rd.
Eric	Keiffer	Eric Keiffer	100 Park Drive Apt. 1224
Kevin	Rowe	Kevin Rowe	904 Lackey Road
Jaimie	Grunert	Jaimie Grunert	4152 Chrysler Drive, #2
Jana	Peairson	Jana Peairson	7016 Russwood Lane
Tommy	Jordan	Tommy Jordan	48 Hill Lane
Margaret	Mullapudi	Margaret Mullapudi	8 Lisa Ct
Hollie	Hughes	Hollie Hughes	17102 N Alexander RD #584
Marty	Harkness	Marty Harkness	P. O. Box 11021
Matthew	Degges	Matthew Degges	2400 Ridgepoint Dr
Crystal	Willix	Crystal Willix	356 Launus
JERRY	WICKER	JERRY WICKER	2026 SHADOW OAKS DR
Jason	Plaxco	Jason Plaxco	7820 West Capitol Ave.
Colton	Laymon	Colton Laymon	3210 S 33rd Court
Shannon	Burks	Shannon Burks	21096 Pitts Rd
kevin	crow	kevin crow	711 north 5th street
Nicholas	Kahn-Fogel	Nicholas Kahn-Fogel	C/O UALR William H. Bowen School of Law
Pauline	Long	Pauline Long	11378 W. Wildwood Dr.
Amy	Florian	Amy Florian	4601 West Markham
William	Miller Jr	William Miller Jr	5901 JFK Blvd #602
Gracie	Terrell	Gracie Terrell	832 Calvin
jared	brewster	jared brewster	420 quiet cove
Matthew	Elam	Matthew Elam	1406 woodsprings Rd
Phillip	Trolinger	Phillip Trolinger	6682 Firefly Catch Ave
CARLISHIA	WINCE	CARLISHIA WINCE	HARDING UNIVERSITY COLLEGE OF PHARMACY
Jerry	Wicker	Jerry Wicker	2026 Shadow Oaks Dr
Woody	Harvin	Woody Harvin	3015 NORTH MOUNTAIN GROVE RD
Jared	Tomlinson	Jared Tomlinson	15 Rogers Drive
Kurt	Smenner	Kurt Smenner	17 South Hills Loop
Jennifer	Collins	Jennifer Collins	700 South 39th
Jennifer	Turner	Jennifer Turner	P.O. Box 309
Raymie	Rennels	Raymie Rennels	4401 Stoney Drive

<u>Address2</u>	<u>City</u>	<u>Zip Code</u>
	Fayetteville	72703
	Fayetteville	72701
	Batesville	72501
	Sparkman	71763
	Springdale	72764
	Springdale	72765
	texarkana	71854
	Hot Springs	71913
	Benton	72015
	Conway	72032
	North Little Rock	72116
	Camden	71701
	Little Rock	72206
	Jonesboro	72401
	Bella Vista	72714
	Little Rock	72205
	Siloam Springs	72761
	Jonesboro	72404
	Greenbrier	72058
	Newport	72112
	vanburen	72956
	Conway	72034
	Murfreesboro	71958
	Little Rock	72211
	Texarkana	71854
	Little Rock	72212
	Jacksonville	72758
	Fayetteville	72701
	Prairie Grove	72753
	royal	71968
	Bentonville	72712
P.O.Box 19	Clarendon	72029
P.O. Box 19	Clarendon	72029
apt 17	Little rock	72227
	Bentonville	72712
	Fayetteville	72703
	WYNNE	72396
	Little Rock	72202
	Rogers	72758
	Sherwood	72120
	Fayetteville	72701
	Texarkana	71854
	Ward	72176
	jonesboro	72401
	Crossett	71635
	Little Rock	72211
	Little Rock	72212
	Alma	72921
	Bentonville	72712
	Hot Springs Village	71909
	Hot Springs Village	71909
	warren	71671
	Little Rock	72223
	Little Rock	72227

Apt # 204	Little Rock	72212
	Warren	71671
N Elm Street	Little Rock	72205
	Little Rock	72227
	Little Rock	72209
	Fayetteville	72701
	Little Rock	72227
	Fayetteville	72704
	LITTLE ROCK	72212
	Little Rock	72212
	Fayetteville	72701
	russellville	72802
	Pine Bluff	71603
	Van Buren	72956
	Van Buren	72956
	Van Buren	72956
	Little Rock	72207
	Maumelle	72113
	Marion	72364
	Fayetteville	72703
	Mablevale	72103
	Little Rock	72209
	Little Rock	45013
	Alexander	72002
	Fort Smith	72901
	Jonesboro	72404
	Malvern	72104
	MOUNTAIN HOME	72653
Apt. 1207	Little Rock	72205
	Fort Smith	72903
	Lincoln	72744
	rogers	72756
1201 McMath Avenue	Little Rock	72202
	Omaha	72662
	Little Rock	72205
	North Little Rock	72116
	Fayetteville	72703
	conway	72034
	Jonesboro	72401
	Springdale	72762
OFFICE OF STUDENT AFFAIRS AND ADMISSIONS, BOX 1223	SEARCY	72149
	Mountain Home	72653
	ALMA	72921
	Morrilton	72110
	Holiday Island	72631
	Van Buren	72956
	DeWitt	72712
	Jonesboro	72404

*List is attached. The Association considers this information as privileged and requests it be destroyed after it has met the need of the Department for the privacy of our members.*

12. Please attach a copy of the organization's most recent financial statement.

*Attached.*

13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

*No.*

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

1120

U.S. Corporation Income Tax Return

OMB No. 1545-0123

2007

Form 1120
Department of the Treasury
Internal Revenue Service

For calendar year 2007 or tax year beginning Jan 1, 2007, ending Dec 31, 2007
See separate instructions.

A Check if:
1a Consolidated return (attach Form 951)
b Disproportionate consolidated return
2 Personal holding co. (attach Sch. PH)
3 Personal service corp. (see instructions)
4 Schedule M-3 attached
E Check if: (1) Initial return (2) Final return (3) Name change (4) Address change

Name: Association of United Internet Consumers
Number, street, and room or suite no. if a P.O. box: 16476 Wild Horse Creek Road
City or town, state, and ZIP code: Chesterfield, MO 63017

B Employer identification number: 43 1942352
G Date incorporated: 01/26/2001
D Total assets (see instructions): \$

Income section table with rows 1a-11. Total income (line 11) is 18395.

Deductions section table with rows 12-29. Total deductions (line 27) is 18395. Taxable income before net operating loss deduction (line 28) is 0.

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Tax and Payments section table with rows 30-36. Total tax (line 31) is 0. Refundable amount (line 36) is 0.

Sign Here: Signature of officer, Date: 7-8-08, Title: President. Includes a box for 'May the IRS discuss this return with the preparer shown below?'.

Preparer's Use Only: Preparer's signature, Date, Check if self-employed, Preparer's SSN or PTIN, Firm's name, address, and ZIP code, EIN, Phone no.

**Schedule A Cost of Goods Sold (see instructions)**

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	
4	Additional section 263A costs (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	Total. Add lines 1 through 5	6	
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	

9a Check all methods used for valuing closing inventory:

- (i)  Cost
- (ii)  Lower of cost or market
- (iii)  Other (Specify method used and attach explanation.) ▶

b Check if there was a writedown of subnormal goods. ▶

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970). ▶

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO.

e If property is produced or acquired for resale, do the rules of section 263A apply to the corporation?  Yes  No

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation.  Yes  No

**Schedule C Dividends and Special Deductions (see instructions)**

	(a) Dividends received	(b) %	(c) Special deductions (a) x (b)
1	Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock)	70	
2	Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock)	80	
3	Dividends on debt-financed stock of domestic and foreign corporations	see instructions	
4	Dividends on certain preferred stock of less-than-20%-owned public utilities	42	
5	Dividends on certain preferred stock of 20%-or-more-owned public utilities	48	
6	Dividends from less-than-20%-owned foreign corporations and certain FSCs	70	
7	Dividends from 20%-or-more-owned foreign corporations and certain FSCs	80	
8	Dividends from wholly owned foreign subsidiaries	100	
9	Total. Add lines 1 through 8. See instructions for limitation		
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1980	100	
11	Dividends from affiliated group members	100	
12	Dividends from certain FSCs	100	
13	Dividends from foreign corporations not included on lines 3, 6, 7, 11, or 12		
14	Income from controlled foreign corporations under subpart F (attach Form 9471)		
15	Foreign dividend gross-up		
16	IG-DISC and former DISC dividends not included on lines 3-7		
17	Other dividends		
18	Deduction for dividends paid on certain preferred stock of public utilities		
19	Total dividends. Add lines 1 through 17. Enter here and on page 1, line 4		
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 29b		

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**Schedule E Compensation of Officers (see instructions for page 1, line 12)**

Note: Complete Schedule E only if total receipts (line 1a plus lines 4 through 10 on page 1) are \$500,000 or more.

(a) Name of officer	(b) Social security number	(c) Percent of time devoted to business	Percent of corporation stock owned		(f) Amount of compensation
			(d) Common	(e) Preferred	
1		%	%	%	
		%	%	%	
		%	%	%	
		%	%	%	
		%	%	%	
2	Total compensation of officers				
3	Compensation of officers claimed on Schedule A and elsewhere on return				
4	Subtract line 3 from line 2. Enter the result here and on page 1, line 12				

**Part II** Tax Computation (see instructions)

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120))	<input type="checkbox"/>	2	
2	Income tax. Check if a qualified personal service corporation (see instructions)	<input type="checkbox"/>	3	
3	Alternative minimum tax (attach Form 4626)		4	
4	Add lines 2 and 3		5a	Foreign tax credit (attach Form 1118)
5a			5b	Credits from Forms 5735 and 8834
5b			5c	General business credit. Check applicable box(es): <input type="checkbox"/> Form 8800 <input type="checkbox"/> Form 5684 <input type="checkbox"/> Form 8478 <input type="checkbox"/> Form 8835, Section B <input type="checkbox"/> Form 8844 <input type="checkbox"/> Form 8846
5c			5d	Credit for prior year minimum tax (attach Form 8827)
5d			5e	Bond credits from: <input type="checkbox"/> Form 8860 <input type="checkbox"/> Form 8912
5e			6	Total credits. Add lines 5a through 5e
6			7	Subtract line 6 from line 4
7			8	Personal holding company tax (attach Schedule PH (Form 1120))
8			9	Other taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611 <input type="checkbox"/> Form 8597 <input type="checkbox"/> Form 8866 <input type="checkbox"/> Form 8902 <input type="checkbox"/> Other (attach schedule)
9			10	Total tax. Add lines 7 through 9. Enter here and on page 1, line 31

**Part III** Other Information (see instructions)

	Yes	No		Yes	No
1	Check accounting method: a <input checked="" type="checkbox"/> Cash b <input type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶				
2	See the instructions and enter the: a Business activity code no. ▶ 524290 b Business activity ▶ Association c Product or service ▶ member education				
3	<input checked="" type="checkbox"/>		7	At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of (a) the total voting power or all classes of stock of the corporation entitled to vote or (b) the total value of all classes of stock of the corporation? If "Yes," enter: (a) Percentage owned ▶ and (b) Owner's country ▶	
4	<input checked="" type="checkbox"/>		8	The corporation may have to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter number of Forms 5472 attached ▶	
5	<input checked="" type="checkbox"/>		9	Check this box if the corporation issued publicly offered debt instruments with original issue discount <input type="checkbox"/> If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.	
6	<input checked="" type="checkbox"/>		10	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ \$	
	<input checked="" type="checkbox"/>		11	Enter the number of shareholders at the end of the tax year (if 100 or fewer) ▶	
	<input checked="" type="checkbox"/>		12	If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here <input type="checkbox"/> If checked, when filing a consolidated return, the election required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.	
	<input checked="" type="checkbox"/>		13	Enter the available NOL carryover from prior tax years (Do not reduce it by any deduction on line 29a.) ▶ \$	
	<input checked="" type="checkbox"/>		14	Are the corporation's total receipts (line 1a plus lines 4 through 10 on page 1) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L, M-1, and M-2 on page 4. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year. ▶ \$	

**COPY**

Schedule L Balance Sheets per Books	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
<b>Assets</b>				
1 Cash				
2a Trade notes and accounts receivable				
b Less allowance for bad debts				
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach schedule)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach schedule)				
10a Buildings and other depreciable assets				
b Less accumulated depreciation				
11a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)				
b Less accumulated amortization				
14 Other assets (attach schedule)				
15 Total assets				
<b>Liabilities and Shareholders' Equity</b>				
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach schedule)				
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach schedule)				
22 Capital stock: a Preferred stock				
b Common stock				
23 Additional paid-in capital				
24 Retained earnings—Appropriated (attach schedule)				
25 Retained earnings—Unappropriated				
26 Adjustments to shareholders' equity (attach schedule)				
27 Less cost of treasury stock				
28 Total liabilities and shareholders' equity				

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return	
Note: Schedule M-9 required instead of Schedule M-1 if total assets are \$10 million or more—see instructions	
1 Net income (loss) per books	7 Income recorded on books this year not included on this return (itemize):
2 Federal income tax per books	Tax \$
3 Excess of capital losses over capital gains	
4 Income subject to tax not recorded on books this year (itemize):	
5 Expenses recorded on books this year not deducted on this return (itemize):	8 Deductions on this return not charged against book income this year (itemize):
a Depreciation \$	a Depreciation \$
b Charitable contributions \$	b Charitable contributions \$
c Travel and entertainment \$	
6 Add lines 1 through 5	9 Add lines 7 and 8
	10 Income (page 1, line 28)—line 6 less line 9

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)	
1 Balance at beginning of year	5 Distributions: a Cash
2 Net income (loss) per books	b Stock
3 Other increases (itemize):	c Property
	6 Other decreases (itemize):
	7 Add lines 5 and 6
4 Add lines 1, 2, and 3	8 Balance at end of year (line 4 less line 7)

**Association *of***  
**United**  
**Internet**   
**Consumers**

**Guide**

**to Member Benefits**

**Featuring discounts on:**

**Travel  
Services**

**Consumer  
Services**

**Association of  
United  
Internet  
Consumers**



Dear New Member,

Welcome to the Association of United Internet Consumers!

Enclosed is your Member Benefit Guide and Member Benefits Identification Card, which lists important phone and I.D. numbers exclusively for you as a member of the Association.

Through your membership in the Association of United Internet Consumer (AUIIC), you will enjoy numerous Travel and Consumer benefits. All of your benefits are explained in detail in this benefit guide.

AUIIC is extremely conscientious in its efforts to provide quality benefits and services for its members. We do investigate the providers of these benefits and services but cannot warrant or guarantee their performance. Our expectations are that you will be extremely pleased and we would appreciate hearing from you concerning these benefits and services.

You can count on AUIIC to continuously and aggressively seek out new benefits to add further value to your membership in the Association. As always, we invite and encourage your suggestions on ways the AUIIC can be increasingly beneficial to you.

Again, a most cordial welcome to the Association of United Internet Consumers.

Sincerely,

AUIIC Member Services

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## Medical Air Travel Assistance

As a member, you receive the following benefits through the Travel Assistance Program when traveling more than one hundred (100) miles from your permanent residence.

The following is a summary description only of the program's services. The master document provides complete details of services and conditions. You may request a copy by contacting member services at 1-866-215-1376.

Worldwide Assistance is the program provider of these Travel Assist services. Members have access to the following services provided Worldwide Assistance has been contacted first.

To arrange for service, call 1-888-965-9500  
(1-410-257-9507 outside North America)

- **Emergency Evacuation/Repatriation.** If a member suffers an illness or injury while traveling over 100 miles away from home, and cannot be treated by a local medical facility, the member is transported by the most appropriate means to the nearest hospital capable of providing necessary treatment.
- **Transportation of Mortal Remains.** If a member loses his/her life while traveling over 100 miles from home, the member's remains will be returned to the member's place of residence.
- **Transportation of Escort.** If the member needs emergency evacuation by air ambulance or repatriation by covered commercial airline, the member's spouse, other family member, or companion is free to accompany the member in flight, subject to space availability with priority given to medical equipment and personnel.
- **Family Visitation.** If a member is traveling alone and is expected to be hospitalized for more than 7 days, the spouse or another family member will be flown in to be with the member. Also, expenses for accommodations and transportation during their stay, up to \$100.00 per day for 10 days, are provided.
- **Minor Children Return/Escort.** If a member requires emergency evacuation, hospitalization for over 24 hours, or in the event of death, and the minor children are left unattended, transportation home is furnished for them.
- **Vehicle Return.** The Travel Assist Provider will return the member's vehicle home and bear the cost up to \$1,000.00 when illness, injury, or death requires emergency evacuation or repatriation and the member is unable to drive the vehicle.

*(continued)*

- **24-hour Information Service.** Helpful information before and during travel is available to the member. The multilingual staff is prepared to assist and coordinate the management of a wide variety of travel related situations. Services include information on required documents, immunization requirements, State Department Travel Advisory warnings, weather and hazard information about foreign locations and more.
- **Medical Monitoring.** If a member needs to be medically monitored, the Travel Assist Provider's duty physician will monitor the case, while acting as a liaison between the member, the local treating physician, and the family physician as needed.
- **Medical Referral.** The Travel Assist Provider will arrange referrals to a local doctor or hospital, when a member needs help in locating a doctor or hospital while traveling.
- **Guarantee of Medical Expenses.** If a member needs help for overseas claims, the Travel Assist Provider will arrange for a payment or guarantee of payment to providers, based on participant's personal resources.
- **Insurance Coordination.** If a member needs help for overseas claims, the Travel Assist Provider will assist in coordinating the claims procedure with the appropriate insurance program.
- **Lost Documentation Service.** If a member needs help to replace lost or stolen travel documents (i.e., passport, baggage, tickets, credit cards, etc.), the Travel Assist Provider will advise and assist where possible in their replacement.
- **Legal Assistance.** If a member needs help finding a local attorney or embassy, arranging bail, cash advances, or coordination of payment for legal services from available resources of the traveler, the Travel Assist Provider will arrange referrals.
- **Emergency Delivery of Prescription Items.** If a member needs prescription medication or lenses not available locally, the Travel Assist Provider will organize the delivery of the prescribed item when possible and legally permissible, to the member upon written authorization of the prescribing physician.
- **Emergency Cash Transfer and Advances.** The Travel Assist Provider will arrange for emergency cash advances and transfers through additional sources including hotels, banks, Western Union, etc. if a member needs cash as a result of loss or theft, based on participant's personal resources. Limit of \$500 per transaction.

This is NOT insurance. This program is NOT available to Florida residents.

## Accudiet.com

As an Association member, you and your family receive special pricing at Accudiet.com\*, the all-in-one interactive toolkit for the personalized diet and exercise program made to fit just one person: you. Accudiet.com features Genesant's state-of-the-art nutritionist and personal trainer software, honored by Forbes magazine with its "Best of the Web" award.

Accudiet.com features:

- **Personalized meal plans** tailored to your needs and goals
- **Interactive program** that uses your entered results to keep your diet on track
- **Smart weekly grocery shopping lists**
- Convenient **at-a-glance calorie, fat, carb, and protein totals**
- **Customized workouts** to match your fitness level
- Access-Anywhere **online workout calendar and log**

Use the Web's best interactive exercise and diet program to get your body in shape! Association members receive the promotional discount price—three months for the price of two—of only \$19.98.

Visit [www.accudiet.com/NAC](http://www.accudiet.com/NAC) and sign up today!

## 24-Hour Emergency Roadside Assistance

Association Members can gain peace of mind on the road by registering for Emergency Roadside assistance. Once registered, you will receive emergency roadside assistance membership materials including membership cards that will enable you and your family to get assistance from a participating service provider whenever car troubles arise.

You will be covered for the first \$50 per occurrence for each covered emergency expense, including towing, flat tire assistance, battery service and lock-out service.

You are responsible for paying providers directly for any charges over \$50 per occurrence and for any non-covered expenses. Payment is required at the time services are rendered. To be eligible for coverage, you must register in advance of using the service and receive your roadside assistance membership cards. Only one service call for the same cause will be covered during any seven-day period.

To register, simply call Member Services at 1-866-215-1376. Road America will send a membership kit detailing the benefits of the program.

## Quest Travel Plan

AUIC has just made travel much more affordable for its members with the Quest Travel Plan. Savings are available on hotels, motels, condominiums, airfare, cruise lines, vacation packages, car rentals and dining. To receive your directory, call 1-866-215-1376.

### **Quest Hotel Savings:**

Quest is America's Premier Hotel Savings Company because of the exceptional service, the quality of participating hotels and the elegant simplicity the program has to offer. Save up to 50% off the standard, non-discounted rack rate at more than 3,100 hotels, motels, inns and resorts (based on availability). The plan includes the U.S., Canada, Mexico and over 15 different countries ranging from the Caribbean to the Netherlands.

### **Quest Metro & Chainwide Hotel Savings:**

You will receive special negotiated rates of up to 50% off at more than 1,500 hotels in 30 major cities specializing in room reservations for sold-out dates. You can also save up to 30% at more than 3,000 participating "Choice Hotels" including Clarion, Comfort Inns, Econo Lodges, MainStay Suites, Quality Inns, Rodeway Inns and Sleep Inns.

### **Quest Cruise Line Savings:**

Choose from thousands of cruise dates and itineraries on cruise lines such as Carnival, Holland America, Princess and Royal Caribbean. You can save up to 70% off published cruise line brochure rates.

### **Quest Car Rental Savings:**

Save up to 30% off rental rates from Hertz, National and Alamo.

## **Auto Rental Discounts**

Let your association membership put you on the road to savings with affordable auto rental rates from Alamo, Avis, Hertz, and National.

### **It's So Easy!**

1. Call or stop by any participating car rental company to arrange for a car rental. Advance reservations are encouraged to assure a car will be available. Nationwide toll-free reservation numbers are printed below as well as on your member ID card, or you may call your local rental office.
2. Give the representative your Association Member ID number. Use the numbers listed below and on your Member ID card.
3. You will be quoted a special, member discount rate. Rates are based on the type of car you want and the area where you rent. Discounts apply to weekly, daily, promotional and holiday rates, as well as some weekend rates.
4. Show your Association Member ID card when you pick up your car.

#### **Toll-Free Reservations**

**Alamo:** 1-800-327-9633 / Member ID#: CDP-ID 85134

**Hertz:** 1-800-654-2200 / Member ID#: BY222606

**Avis:** 1-800-331-1212 / Member ID#: AWD A/B 254701

**National:** 1-800-227-7368 / Member Recap #: 6100610

## Amusement Park Discounts

The Amusement Park Discounts benefit allows members to receive discounted rates to well-known theme parks throughout the U.S. Members are entitled to a variety of special savings at well-known theme parks throughout the United States. You will enjoy savings of up to 15% on every ticket.

These are discounted tickets, delivered to your door. Never wait at the gate again! We ship your valid, unrestricted tickets right to your door. With amusementpark.com, there's nothing else to buy, EVER. We sell only real tickets (not vouchers or coupons for tickets), so you'll breeze on through the gate.

### The following is a list of various parks that are included:

Cedar Point - Sandusky, OH	Holiday World & Splashin' Safari - Santa Claus, IN
Celebration City - Branson, MO	HersheyPark - Hershey, PA
Hyland Hills Water World - Denver, CO	LEGOLAND - Carlsbad, CA
Knott's Berry Farm - Buena Park, CA	Michigan's Adventure - Muskegon, MI
Lake Compounce - Bristol, CT	Oceans of Fun - Kansas City, MO
Morey's Piers - Wildwood, NJ	SeaWorld San Diego - San Diego, CA
Raging Waters - San Dimas - San Dimas, CA	Six Flags America - Mitchellville, MD
Silver Dollar City - Branson, MO	Six Flags Elitch Gardens - Denver, CO
Six Flags AstroWorld - Houston, TX	Six Flags Great America - Gurnee, IL
Six Flags Great Adventure - Jackson, NJ	Six Flags Hurricane Harbor, New Jersey - Jackson, NJ
Six Flags Hurricane Harbor, Dallas - Arlington, TX	Six Flags New Orleans - New Orleans, LA
Six Flags Magic Mountain - Valencia, CA	Soak City Ohio - Sandusky, OH
Six Flags Over Texas - Arlington, TX	Soak City USA - Palm Springs - Palm Springs, CA
Soak City USA - Orange County - Buena Park, CA	Universal Studios Hollywood - Universal City, CA
Soak City USA - San Diego - Chula Vista, CA	White Water - Branson, MO
Valleyfair - Shakopee, MN	Worlds of Fun - Kansas City, MO
Wild Rivers Water Park - Irvine, CA	

### How to Use This Benefit:

Go to: [www.amusementpark.com/index.cfm/fuseAction/tickets/aid/61](http://www.amusementpark.com/index.cfm/fuseAction/tickets/aid/61) to purchase your discounted tickets.

If you are unable to access the Internet, contact one of our customer service representatives at 1-800-992-8044 from 8:30 a.m.-4:30 p.m. CST with information about which park you would like to visit or which parks in your specific region participate. The information will be faxed or mailed when available.

## HopTheShops.com

Through a special arrangement with eGroupManager, members have preferred customer access to HopTheShops.com, a premium on-line shopping mall.

HopTheShops.com includes more than 150 stores. Find high quality items at low prices for the best deals in America. Each vendor in the mall has been scrutinized carefully. HopTheShops.com offers the best value on quality items coupled with excellent customer service. Here's a list of categories:

- Sporting Goods
- Health & Beauty Products
- Automobiles
- Office Equipment & Services
- Learning Tools/Education
- Music & Entertainment
- Home & Garden
- Pet Supplies
- Savings & Coupons
- Cards & Gifts
- Computers & Electronics
- Wine, Liquor & Cigars
- Travel
- Books
- Art
- Toys
- Fashion
- Food

Whether you are looking for a laptop or a new car, you can comparison shop and actually view the items before buying. All of the vendors offer secure sites, prompt delivery service, and full customer satisfaction guarantees.

### Preferred Member Program

By signing up with HopTheShops.com, you will receive access to special features that are for members only. HopTheShops.com will provide you with a "Members Only" newsletter, as well as special offers and discounts from their vendors (beyond the discounts already offered).

### Why Are Prices Lower On The Internet?

Internet merchants do not have the costs of maintaining a brick and mortar storefront. They also sell in large volume. This large volume, coupled with the lower overhead, results in savings for you.

### How To Access HopTheShops.com

1. At any computer connected to the Internet, go to [www.hoptheshops.com](http://www.hoptheshops.com).
2. If you have previously registered at eGroupManager, enter your e-mail address and password in the "Cyber Mall Log-in" section.
3. If this is your first visit, click on "Register" in the "Become a Mall Member" section. Please fill in all of the information fields to open your account. You may also use this same e-mail address and password to access your association benefits and information at [www.egroupmanager.com](http://www.egroupmanager.com).
4. If you have questions, contact HopTheShops.com by e-mail at: [prefcust@ubrnetmall.com](mailto:prefcust@ubrnetmall.com) or by phone at: 1-800-992-8044. Or you may contact them by fax at (636) 530-7777 and by mail at HopTheShops.com, 16476 Chesterfield Airport Road, 2nd Floor, Chesterfield, MO 63017.

## Video Discounts

The Video Discount benefit allows you to receive discounts on Video Gift Cards from Hollywood Video. Members can purchase \$5 Gift Cards for Hollywood Video for just \$4.25 each—a 15% savings! You can get up to five (5) gift cards per order.

These gift cards can be used for any rentals and purchases made at Hollywood Video stores nationwide. Best of all, these cards never expire! They make great gifts to have on hand.

### Here's How the Program Works:

1. Members log in at [www.egroupmanager.com](http://www.egroupmanager.com).
2. Print out the Video Discounts Order Form online and fill it out.
3. Send the completed order form and payment, payable to NAC, to the following address: **Association Benefits Fulfillment, 16476 Chesterfield Airport Road, 2nd Floor, Chesterfield, MO 63017**. If all information and payment is correct, you should receive your gift cards by mail within 4-6 weeks.
4. If you do not have access to the Internet, please call 1-800-992-8044 (from 8:30 am—4:30 pm, Central Time) to request an order form. A customer service representative will be happy to mail or fax the form to you.

## Moving Services

The Association has a special agreement with Cord northAmerican, an agent for North American Van Lines, that applies to relocation services for all Association members. This agreement provides a substantial discount for our members. Cord northAmerican was selected to provide this relocation benefit to members because of their ability to offer reduced costs while still providing the highest level of service and customer satisfaction.

Through North American Van Lines, the association has access to the certified Home-To-Home Handling program and a single contact source. This means that throughout your moving process, you will have just one contact person.

The Home-To-Home Process includes professional packing, loading, and transportation by North American's top drivers, as well as unloading, and unpacking. Each relocation can be itemized to help with your needs, wants and/or budget. Cord northAmerican is proud to present relocation discounts, features, and benefits designed for association members.

Other services that are available: Office Moving, Record Retention, Logistics, Warehousing, Distribution, and International Services.

Estimates/Quotes are free of charge.

Please mention code "NAC" to receive your savings.

Cord northAmerican Van Lines

Cindy Ruppel, Sales Representative

1-800-873-2673, ext. 155, by e-mail at [cindyrup@cordmoving.com](mailto:cindyrup@cordmoving.com)

and on the Internet at [www.cordmoving.com](http://www.cordmoving.com)

## Floral Benefits

Welcome to “My Online Florist” Member benefits. Your AUIC membership lets you send flowers anywhere in North America from the website or by phone. As an association member, you will receive a 40-60% discount from most retail flower shop prices. Try it and see!

Just log on to: [www.nacassociation.myonlineflorist.com](http://www.nacassociation.myonlineflorist.com) to place an order! Your Association Member Number is 38801. You may also take advantage of these important benefits:

**Convenience**—Call the toll-free number, 1-888-321-ROSE (7673), and mention Association Member Number 38801 to receive your association discount. You can call 24 hours a day, seven days a week, and request delivery anywhere in North America! Please note that phone orders are priced slightly higher to reflect the additional service required.

**Quality Guarantee**—They guarantee every floral product and provide a customer satisfaction department available to track an order from placement through delivery. All arrangements are guaranteed to last at least seven days.

**Service**—Enjoy personalized attention from My Online Florist’s experienced, friendly Floral Coordinators who can assist you in selecting the perfect gift and assure you that your order will be delivered promptly. They ship UPS and FedEx next day delivery on most orders.

**Diversity**—Choose from a wide variety of products including fresh flowers, plants, specialty baskets, gifts, and candies.

Whether you want to send a floral gift in your own neighborhood or North America, My Online Florist can deliver your sentiments beautifully... easily... and expertly!

## Magazine Discounts

You can save up to **85% off** regular subscription rates on popular titles through your Association magazine subscription discount service. In addition to this great discount, some of our programs offer rebates of up to 35% off the purchase price.

### Magazine Services:

Our Magazine Discount program consists of the following companies:

- **Blue Dolphin:** Blue Dolphin offers consumers free, opt-in services that allows members to sample, purchase and manage subscriptions to more than 1,000 of America's best-known magazines—a one-stop magazine manager.
- **Magazineline (1-800-959-1676):** At Magazineline you'll find over 500 popular magazines—old favorites such as *Newsweek*, *TV Guide*, *BusinessWeek*, *Cosmopolitan* and the *Wall Street Journal*; plus newer, edgier titles like *Maxim*, *Vibe*, *Marie Claire*, *Fast Company*, *Wired*, and *The Source*.
- **Magazines.com, Inc (1-800-258-9558):** Offers the very best in selection, price, and service by holding direct publisher authorizations for every magazine title we offer.
- **NetMagazines.com (1-800-536-0886):** NetMagazines.com is a direct marketer of over 1,400 magazine titles available for subscription to both personal residences and places of business.

### How to Use This Benefit:

Members simply login at [www.egroupmanager.com](http://www.egroupmanager.com). Once you are logged in, click the link of the magazine service that you would like, and purchase your magazines.

Members who do not have Internet access, please call **1-800-992-8044** between 8:30 am and 4:30 pm CST for assistance with this benefit. Please notify the customer service representative which publication you are interested in purchasing and you will be contacted within 48 hours on weekdays (72 hours on weekends) with pricing information if available.

## Long Distance Phone Service

*Lowest Long Distance Rates Available: 4.5¢ per Minute State to State—  
Anytime, Anywhere—up to 50% Savings over AT&T, Sprint & MCI*

PowerNet Global (PNG) is one of the fastest growing long distance carriers in America today. PNG offers the perfect advantage for residential and business owners who need to maintain that competitive edge. With the highest quality 100% digital fiber optic network, PNG has positioned itself as the nation's leading provider of long distance and data services. PNG is proud to be part of the continuing success of your association.

- Flat Rate 24 hours a day, 7 days a week
- No Monthly Fees, No Monthly Minimum
- Six Second Increment Billing
- Great In-State Rates, No Term Plan

*Note: Rate shown above is current rate at time of printing. The rate at time of application is subject to change.*

To sign up now or to speak to one of our friendly customer support specialists, please call IteNetworks at 1-888-917-7333.

## High Speed Dial-up Internet Access Service

In addition to PowerNet Global's great long distance phone service, you can now take advantage of PNG's Unlimited High Speed Dial-Up Service for only \$12.95 per month when you sign up for both services. PowerNet Global offers fast and reliable connections, valuable add-ons, and technical support that delivers a robust Internet service at a very reasonable price.

- \$12.95 per month (when you also sign up for the Long Distance Service listed above); or \$14.95 per month by itself
- Unlimited Access
- Speed up to 56K
- 5 E-mail Addresses
- 10 MB of WebSpace
- Free Technical Support
- One Bill for Long Distance and Internet
- Speed Booster (increases download speed up to 5x faster than standard dial-up)
- Pop-up Blocker

To sign up now or to speak with one of our friendly customer support specialists, please contact IteNetworks at 1-888-917-7333.

## **Office Supply Discounts**

*Get the GUARANTEED Lowest Prices on your Office Supplies*

Association members get huge selection, free, fast delivery and the guaranteed lowest prices on office products from Penny Wise. Members get up to 36% off already discounted prices for savings of up to 80% off suggested list price.

Penny Wise also offers an additional 3% savings when orders are placed through its website ([www.penny-wise.com](http://www.penny-wise.com)). And members' prices are guaranteed! If you buy a product from Penny Wise, then see it advertised for less, send the ad to Penny Wise within 30 days and they will refund the difference or credit your account.

Penny Wise not only offers the lowest prices, but also provides a huge selection on over 20,000 items—four times the selection of the superstores. Plus delivery is free within the contiguous U.S. and next day shipping is virtually guaranteed from the 40 Penny Wise distribution centers nationwide.

Just call and ask for a Members Only catalog to start your savings today. Don't forget to tell the operator that you are an association member and request your special savings.

**Penny Wise Office Products**  
**Phone: 1-800-942-3311 • Fax: 1-800-622-4411**  
**Internet: [www.penny-wise.com](http://www.penny-wise.com)**

**Association of  
United  
Internet  
Consumers**



**Membership Services Office  
16476 Chesterfield Airport Road, 2nd Floor  
Chesterfield, MO 63017**

**(800) 992-8044**

**Med Sense Guaranteed Association  
Response to Discretionary Group Questionnaire**

1. Name and address of the group.

*Med Sense Guaranteed Association  
208 S. LaSalle.  
Chicago, IL 60604*

2. Is this group incorporated? If so, give state of incorporation.

*Yes, Illinois*

3. Is there a current office in Arkansas?

*No*

4. Does the Arkansas part of the organization have any officers, committees, or chapters?  
If so, give details.

*No*

5. Are annual dues charged? If so, specify amount.

*\$2.00*

6. What are the specific activities of the organization?

*Provides education, information and discounts on services to members*

7. What benefits are provided to the members in addition to insurance?  
PLEASE ATTACH BROCHURES ON THE BENEFITS. *Attached.*

8. What qualifies an individual for membership?

*Must be of age to contract and enrollment in the association and maintain current dues payment status.*

9. How are members recruited? If by mailing list, advise the source of this list.

*Members are recruited by enrollers and by referrals from existing members.*

10. Attach a copy of the organization by-laws.

*Furnished previously with initial filing.*

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.

Dear New Member,

Welcome to the Med-Sense Guaranteed Association (MSGA)!

Enclosed are your Member Guide and Member Identification Card, which list important phone and I.D. numbers exclusively for you as a member of the association.

Through your membership in MSGA, you will enjoy discounts on a variety of Health and Travel services. All of your discounts are explained in detail in this guide.

While we believe you will be extremely pleased with your overall association membership, we cannot, however, warrant or guarantee the performance of any discount or service.

You can count on MSGA to continuously and aggressively seek out new discounts to add further value to your membership in the association. As always, we invite and encourage your suggestions on ways MSGA can be increasingly beneficial to you.

Again, a most cordial welcome to MSGA.

Sincerely,

MSGA Member Services

## GymAmerica.com

As an Association member, you and your family receive special pricing at GymAmerica.com\*, the all-in-one interactive toolkit for the personalized diet and exercise program made to fit just one person: you. GymAmerica.com features Genesant's state-of-the-art nutritionist and personal trainer software, honored by Forbes magazine with its "Best of the Web" award.

### **GymAmerica.com features:**

- Personalized meal plans tailored to your needs and goals
- Interactive program that uses your entered results to keep your diet on track
- Smart weekly grocery shopping lists
- Convenient at-a-glance calorie, fat, carb, and protein totals
- Customized workouts to match your fitness level
- Access-Anywhere online workout calendar and log

Use the Web's best interactive exercise and diet program to get your body in shape! Association members receive the promotional discount price—three months for the price of two—of only \$19.98. Visit [www.gymamerica.com/NAC](http://www.gymamerica.com/NAC) and sign up today!

\* *GymAmerica.com is a proprietary Web property of Genesant Technologies, Inc.*

## Vitamin Discount

"...70% of all illness is preventable" and "...preventable causes account for 980,000 deaths each year..." are statements found in a study published a few years ago in the *New England Journal of Medicine*. A strong immune system helps fight many of the illnesses that occur, and can delay the aging process. Study after study shows that proper supplementation with nutrients, vitamins, and herbal remedies can help prevent, and in some cases may even cure, many of the ailments we are told are inevitable.

Nutritional R & D provides a complete line of quality vitamins, nutritional supplements, herbal remedies, and health food products at discount prices. You will also receive information about achieving and maintaining optimum health.

As an added benefit, your membership entitles you to a personal consultation about your individual health concerns. Call toll-free if you would like help determining what vitamins and nutrients may benefit your health.

To receive a FREE catalog, call toll-free **1-877-777-7944**. Be sure to mention code “NAC” to receive special discount prices. Call today!

## Gateway Medicaid

In an emergency, getting vital health information to medical personnel quickly could be critical. Your Gateway Medicaid keeps your personal medical profile handy at all times. Carry it with you at work, on vacation, or just walking in your neighborhood. You'll feel more secure knowing emergency medical personnel will have access to data needed to administer appropriate care.

When you send in your Gateway Medicaid Data Form, it is photographed on microfilm and laminated in a durable plastic card. It is easy to read with a standard magnifying glass routinely carried by medical professionals. Only the Gateway Medicaid Data Form will be copied onto microfilm. Separate paper(s) or other forms cannot be accepted; be sure all information appears on the Gateway Medicaid Data Form.

As a member, you may order one free medical card per account each year. It's important to update your card annually to ensure your data is current. You will receive a reminder and renewal form every 12 months. If you need to update your card more often, you may do so for only \$5 each. You may also order cards for your spouse, children and other family members for only \$5 each. Similar cards cost \$8 to \$20 from other sources. To order extra cards, request and complete an additional Gateway Medicaid Data Form for each individual.

For more information and to print the Personal Medical Profile form, please visit [www.egroupmanager.com/medicaid/](http://www.egroupmanager.com/medicaid/). If you do not have access to the Internet, please call **1-800-992-8044** to have a member service representative send you a Personal Medical Profile form to complete.

## Mail Order Hearing Service

*Your source for quality discount hearing aids*

The Hearing Service offers members premium quality hearing aids on a no-risk, 100% satisfaction-guaranteed basis. If you have a prescription for a specific hearing aid, call the Hearing Service toll-free number to receive a price quotation on the specific brand and model number you wish to purchase. Often, you can save yourself as much as 5%-60% off the prices you may have to pay elsewhere.

If you have had an “audiogram” done by an audiologist, a doctor, or hearing and speech clinic, send a copy of the audiogram to the Hearing Service at the address listed below. If you have not had a hearing evaluation, write in as much detail as you can about how your loss affects you in specific listening situations. All letters are answered personally and promptly.

*Note: The mail order hearing aid program is not available in Colorado, Missouri, Florida or Texas. Discounts on professional services are not available in areas where restricted or prohibited by law.*

Call or write today for additional information and a free brochure.

**Hearing Service, 500 Pearl Street, Boulder, Colorado 80302**

**1-800-333-HEAR**

## GlobalFit Fitness Program

To help improve member health and well-being, your association has arranged for you and your family to take advantage of the GlobalFit Fitness Program. With the GlobalFit Fitness Program, you can take advantage of:

- Guaranteed Lowest Rates—Up to 60% savings on monthly dues
- Month-to-Month Memberships—No long-term contracts
- Access to over 1,500 top fitness clubs nationwide, now including select Bally Total Fitness, Gold's Gym and Ladies Workout Express locations
- Additional discounts for family members
- Membership transfer and freeze options available at selected clubs
- 110% Lowest Price Guarantee

### GlobalFit makes it easier to gain the benefits of regular exercise:

- Reach & maintain a healthy body weight
- Strengthen your heart, lungs, bones and muscles
- Lower your risk of many serious conditions, including heart disease, high blood pressure, diabetes, stroke and depression
- Look better, feel better and sleep better

### It's Easy to Register!

1. Go online to [www.globalfit.com](http://www.globalfit.com).
2. In the "Find a Fitness Club" window, enter your zip code and click on "Go."
3. Under "I am eligible for GlobalFit through..." select the letter "N." On next screen, select Group Name "NAC."
4. Follow the easy registration steps.

Once you've registered, you'll be able to log on to the GlobalFit website using your chosen password and user ID. To find a club near you or for more information, contact GlobalFit at [www.globalfit.com](http://www.globalfit.com) or call GlobalFit toll-free at **1-800-294-1500**.

These special rates are available only through GlobalFit and are not offered through the fitness clubs or available to the general public. This offer is made possible only through your association membership. Participation is for new fitness memberships only—memberships are not available to clubs in which you are a current member. Participation for past members may not be available at all clubs; please visit [www.globalfit.com](http://www.globalfit.com) or call 1-800-294-1500 for more information.

## Association Travel Club

Gulliver's Travel, an American Express Travel Services Representative, is the official agency for the Association Travel Club. Gulliver's offers competitive pricing and great service on the purchase of air travel, tours and cruises.

- **Cruises:** Special group departures and discounts on cruises.
- **Tours:** Special group departures and promotional sales on tours.
- **Air Travel:** Group discounts and personalized low airfare assistance.

For personalized travel planning, call Beverly Noah at Gulliver's Travel at **1-214-728-1207** or send an e-mail to [bev@gullivers.com](mailto:bev@gullivers.com).

## Car Rental Discounts

Enjoy affordable auto rental rates from Alamo<sup>®</sup>, Avis<sup>®</sup>, Hertz<sup>®</sup>, and National<sup>®</sup>.

### Using this Service is Easy!

1. Call any participating car rental company to arrange for a car rental. 24-hour advance reservations are required. Have your credit card number available for payment when you place your reservation.
2. Give the representative the Member ID number listed below.
3. You will be quoted a special, member discount rate. Rates are based on the type of car you want and the area where you rent. Discounts apply to weekly, daily, promotional and holiday rates, as well as some weekend rates.
4. Show your Association Member ID card when you pick up your car.

### Toll-Free Reservations

**Alamo:** 1-800-327-9633 / Member ID#: BY222606

**Avis:** 1-800-331-1212 / Member ID#: AWD A/B 254701

**Hertz:** 1-800-654-2200 / Member ID#: CDP-ID 85134

**National:** 1-800-227-7368 / Member Recap #: 6100610

Note: Some blackout dates and restrictions may apply.

## HopTheShops.com

Through a special arrangement with eGroupManager, you have preferred customer access to HopTheShops.com, a premium on-line shopping mall.

HopTheShops.com includes more than 150 stores. Find high quality items at low prices for the best deals in America. Each vendor in the mall has been scrutinized carefully. HopTheShops.com offers the best value on quality items coupled with excellent customer service. Here's a list of categories:

- Sporting Goods
- Health & Beauty Products
- Automobiles
- Office Equipment & Services
- Learning Tools/Education
- Music & Entertainment
- Home & Garden
- Pet Supplies
- Savings & Coupons
- Cards & Gifts
- Computers & Electronics
- Wine, Liquor & Cigars
- Travel
- Books
- Art
- Toys
- Fashion
- Food

Whether you are looking for a laptop or a new car, you can comparison shop and actually view the items before buying. All of the vendors offer secure sites, prompt delivery service, and full customer satisfaction guarantees.

### Preferred Member Program

By signing up with HopTheShops.com, you will receive access to special features that are for members only. HopTheShops.com will provide you with a "Members Only" newsletter, as well as special offers and discounts from their vendors (beyond the discounts already offered).

### Why Are Prices Lower On The Internet?

Internet merchants do not have the costs of maintaining a brick and mortar storefront. They also sell in large volume. This large volume, coupled with the lower overhead, results in savings for you.

### How to Access HopTheShops.com

1. Go online to **www.hoptheshops.com**.
2. If you have previously registered at eGroupmanager, enter your e-mail address and password in the "Cyber Mall Log-in" section.

3. If this is your first visit, click on “Register” in the “Become a Mall Member” section. Please fill in all of the information fields to open your account. You may also use this same e-mail address and password to access your association services and information at [www.egroupmanager.com](http://www.egroupmanager.com).
4. If you have questions, contact HopTheShops.com by phone at **1-800-992-8044** or by e-mail at **prefcust@ubrnetmall.com**. Or you may contact them by fax at (636) 530-7777 and by mail at HopTheShops.com, 16476 Wild Horse Creek Road, Chesterfield, MO 63017.

**Med-Sense Guaranteed**  
**Unaudited Financial for Period of**  
**September and October 2008**

Revenue (dues)		\$592
Expenses		
Benefits	242	
Marketing	178	
Billing	118	
Administration	<u>254</u>	
Total Expenses		<u>592</u>
<b>Surplus</b>		<b><u>0</u></b>

*Shauntell Covel , 2222 South X Street, Fort Smith, AR 72904  
Trent Harris, 5221 Johnson #62, Fort Smith, AR 72901*

*The Association considers this information as privileged and requests it be destroyed after it has met the need of the Department for the privacy of our members.*

12. Please attach a copy of the organization's most recent financial statement.

*Attached.*

13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

*No.*

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

**National Alliance of Consumer & Healthcare Professionals (NACHP)  
Response to Discretionary Group Questionnaire**

1. Name and address of the group.

National Alliance of Consumer & Healthcare Professionals (NACHP)  
16476 Chesterfield Airport Road  
Chesterfield, MO 63017

2. Is this group incorporated? If so, give state of incorporation.

*Yes, Missouri*

3. Is there a current office in Arkansas?

*No*

4. Does the Arkansas part of the organization have any officers, committees, or chapters?  
If so, give details.

*No*

5. Are annual dues charged? If so, specify amount.

*\$6.00 per month*

6. What are the specific activities of the organization?

*Provides education, information and discounts on services to members*

7. What benefits are provided to the members in addition to insurance?  
PLEASE ATTACH BROCHURES ON THE BENEFITS. *Attached.*

8. What qualifies an individual for membership?

*Must be of age to contract and enrollment in the association and maintain current dues payment status.*

9. How are members recruited? If by mailing list, advise the source of this list.

*Members are signed up via internet*

10. Attach a copy of the organization by-laws.

*Furnished previously with initial filing.*

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.

# NACHP

**National Alliance Of Consumers  
And Healthcare Professionals**



## **MEMBER BENEFIT GUIDE**

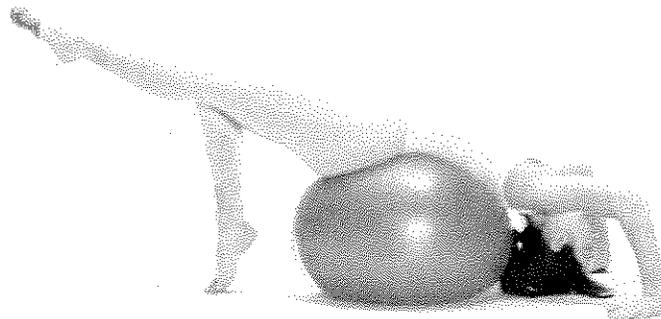
Membership Services Office  
16476 Chesterfield Airport Road, 2nd Floor  
Chesterfield, MO 63017  
(800) 992-8044

Customer Service 1-800-992-8044

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    - University Of Healthcare



# Membership Agreement

## Disclosure:

- The plan member is obligated to pay for all health care services but will receive reimbursement for expenses incurred that are covered by the different benefits offered under membership in NACHP.

## Billing:

- The fee for this membership will appear on your credit card as being billed from "NACHP" If membership is effective on the
- The fee for this membership will appear on your bank statement as being billed from "Pro Planning Group - Las Vegas"
- **15<sup>th</sup> effective date** - If member chooses effective date of the 15<sup>th</sup> of the month, billing will not take place until the 2<sup>nd</sup> of the next month. Example - Family membership \$30 effective on 15<sup>th</sup> - member will be billed on the following 2<sup>nd</sup> the following: \$15 one time set up fee, \$15 for the half of month membership and \$30 for the upcoming month of membership for a total of \$60.00. An individual would be \$15 one time set up fee, \$12.5 for the half of month membership and \$25 for the upcoming month of membership for a total of \$52.50.
- In the event of billing questions or concerns, please contact our administrative office at 702-425-5073 or you may e-mail us directly at [admin@cashdoctor.com](mailto:admin@cashdoctor.com).

## Changes and Cancellations:

- Changes to coverage must be submitted in writing to our office. Any dependents being added or deleted from coverage must be listed to authorize change. Changes will be effective on current effective date. Changes must be received 5 days prior to effective date.
- Credit card Cancellations must be sent to our office in writing. Cancellations must be received 10 days prior to BILLING.
- Bank Draft cancellations must be in writing and received 5 days prior to DRAFT DATE.
- All returned checks will result in the cancellation of coverage and a charge of \$25
- All CREDIT CARD charge backs will result in the cancellation of coverage result in a charge of \$25
- All AUTO BANK DRAFT reversals will result in the cancellation of coverage result in a charge of \$25
- Coverage will cancel if credit card will not process after three attempts.
- Members must update any credit card information PRIOR to processing or cancellation of coverage may result.

## Group Procedures

### Adding new applications to existing groups

- New members must complete an employee application
- New members will be effective as per the effective date of the employer application
- Applications received in our office prior to the 10<sup>th</sup> of the month can be given an effective date of the 15<sup>th</sup>.
- Applications received in our office prior to the 25<sup>th</sup> of the month can be given an effective date of the 1<sup>st</sup>.
- Make sure the social security numbers and address are correct.

## Changes

- Changes can be faxed in or made on the monthly invoice. Changes will be effective on the effective date. Fax changes to 800-470-1416

## Cancels

- Cancels must be in writing from the employee or must be noted on the invoice. Members may cancel only on the 1<sup>st</sup> or the 15<sup>th</sup> depending on the effective day indicated on the original application.
- Members previously cancelled may not be reinstated prior to 90 days from date of cancellation.
- Any member not paid for on the invoice will be AUTOMATICALLY cancelled.

## Invoice Procedures

- To insure correct application of payment, a copy of the invoice with any additions, changes and cancels noted must be remitted with payment
- Any payment for additions must be included in current premium paid. If any applications are added with an effective date before that of the invoice, payment for the prior months must also be paid with current premium

## Group PowerPlan Portability

HSA-PowerPlan "group" is fully PORTABLE. HSA-PowerPlan "group" is portable when an employee chooses to leave an employer or when an employer chooses to cancel sponsorship of our HSA-PowerPlan – Group offering.

- Option 1 – Active Member must declare to convert membership at the time the sponsoring employer is no longer paying the members dues or no longer sponsoring the plan. The "active" member will be billed the group rate on an "annual basis" only, IN ADVANCE. Payment can be made annually via auto-draft or credit card.
- Option 2 - Active Member must declare to convert membership at the time the sponsoring employer is no longer paying the members dues or no longer sponsoring the plan. The "active" member will convert over to individual rates and will be billed auto-draft or via a credit card. Member pays no set up fees for this conversion.

## How to File a Claim

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How to file a claim – The following procedure must be followed in order for us to insure your claim will be processed efficiently. If this procedure is not adhered to, the payment of your claim could be delayed:

1. At the time of claim, call customer service at 800-992-8044 and request an accident claim form.
2. You will be contacted by our claims specialist to assist you in the proper completion of the claims form:
  - a. Name of Insured
  - b. Name of injured
  - c. Detailed description of the accident, when it happened, where it happened, and what kind of injury was sustained – failure to do so, will result in the delayed processing of your claims
3. Our claims specialist will make sure you have the proper attachments:
  - a. Invoice
  - b. Explanation of Benefits (EOB) from you insurance carrier
  - c. If no coverage, then a statement of no insurance must be submitted
4. Our claims specialist will follow you claim to insure it is processed in a timely manner.



# BENEFITS OF MEMBERSHIP

Accident Medical & Accidental Death And Dismemberment – Call 1-800-992-8044

## Summary of Accident Medical Insurance Benefits for Association Members

Insuring Company: Market Insurance Company (a stock insurance company) ✓  
Policyholder Name: National Alliance of Consumers and Healthcare Professionals  
Policy Number: 4102AH274516  
Policy Period: 04-01-2005 at 12:01 A.M. Central Standard Time until policy is terminated

AM  
FS

### Who is covered?

All dues paying members, under age 70, and their "spouse", under age 70, and "children". Coverage excludes injury to insureds, over age 18, while participating in any professional or organized sport.



"Spouse" means the enrolled member's spouse.

"Children" means the enrolled member's unmarried children, including stepchildren and legally adopted children, from birth to age 19. Coverage will be effective from the date of birth if a petition for adoption is filed within 30 days of the birth of such child or from the date of placement for the purpose of adoption if a petition for adoption is filed within 30 days of placement of such child. The definition will be extended to children from age 19 to age 25 if such child is a full-time student at an accredited school, college, or university. Children as defined in this paragraph must be a primarily dependent upon the member for maintenance and support. A child whose insurance would otherwise end because of the age limit will still be an eligible dependent for as long as he or she is unable to support himself or herself due to mental retardation or physical handicap. Such child must be dependent upon the member for maintenance and support. Written proof of the child's incapacity must be furnished to us within one month of attainment of the age limit. Written proof of continuation of incapacity must be furnished every six months for the next two years and once a year thereafter.

### Description of covered hazards

Insured persons will be covered for losses which occur anytime during their individual period of coverage.

**Accident Only Insurance:** This program covers losses that result from an accident, directly and independently of all other causes. This insurance is payable only in excess of any expenses payable by other valid and collectible insurance.

### The Benefits:

#### Accidental Death and Dismemberment

Accidental Death and Dismemberment insurance covers the insured for a Loss as shown below. The Loss must result from an accident, directly and independently of all other causes. The accident must take place while person is an Insured under this Policy. Also, the LOSS must take place within 52 weeks after the accident. The following table shows the amounts that will be paid:

For Loss of	Amount
Life	The Principal Sum
Both hands or both feet or sight of both eyes	The Principal Sum
One hand and one foot	The Principal Sum
One hand and sight of one eye	The Principal Sum
One foot and sight of one eye	The Principal Sum
Loss of speech and hearing	The Principal Sum
Loss of thumb and index finger of same hand	The Principal Sum
One hand or one foot or sight of one eye	One-half The Principal Sum

The Principal Sum: \$2,500

The most that will be paid for all Losses to an Insured as the result of one accident is the Principal shown on the Schedule. Loss to hands and feet means severance at or above the wrist or ankle joints. Loss of sight means total and irrecoverable loss of sight.

Customer Service 1-800-992-8044

## Summary of Accident Medical Insurance Benefits for Association Members

### Accident Medical Expense Benefit



When an insured's injury requires: a) treatment by a Physician; b) Hospital services; c) services of a licensed practical nurse or RN; d) x-ray service; e) use of operating room, anesthesia (including the administration thereof), laboratory service; f) use of an ambulance; g) use of an Ambulatory Surgical Center or Ambulatory Medical Center; h) if ordered by a Physician, prescription medicines, drugs, or any other therapeutic services or supplies; or i) Home Health Care Expenses, the Program will pay the medically necessary, usual and customary expenses, subject to the Coinsurance percentage, incurred within the Benefit Period after the date of the accident that exceeds the Deductible Amount and not to exceed the overall maximum benefit shown below. The first expense, under this benefit, must be incurred within 60 days of the date of the accident.

Deductible Amount:	\$100
Coinsurance Percentage:	100%
Benefit Period:	52 weeks
Maximum Benefit: "Premium"	\$5,000.00

#### What is not covered?

#### Accidental Death and Dismemberment Benefits Limitations

1. bodily or mental infirmity or illness;
2. infection; except pyogenic or bacterial infection in a cut or wound caused by an accident;
3. medical or surgical treatment; except for surgery which results from an accident;
4. air travel, other than as a fare-paying passenger on a scheduled commercial flight;
5. war or act of war;
6. taking part in a riot or felony; this shall not include being a victim of a felony;
7. suicide; attempted suicide or intentional self-inflicted injury.

#### Exclusions – The Policy does not cover Loss nor provide benefits for:

1. Expenses for treatment on or to the teeth, except for treatment resulting from injury to natural teeth;
2. Services normally provided without charge to the Insured;
3. Eyeglasses, hearing aids, and examination for the prescription or fitting thereof;
4. Suicide, attempted suicide or intentionally self-inflicted injury;
5. Injury due to participation in a riot;
6. Cosmetic surgery. Cosmetic surgery does not include reconstructive surgery made medically necessary due to a covered accident or Sickness which results in trauma, infection or other diseases of the involved part;
7. Loss resulting from air travel, except as a fare-paying passenger on a commercial airline;
8. Injury or Sickness resulting from any declared or undeclared war;
9. Injury or Sickness while in the armed forces of any country. When an Insured enters such armed forces, the unearned pro rata premium will be refunded to the Insured;
10. Injury or Sickness covered by any workers' compensation or occupational disease law;
11. Treatment provided in a governmental Hospital unless the Insured is legally obligated to pay such charges;
12. Infections except pyogenic or bacterial infections caused wholly by a covered Injury or Sickness;
13. Hernia, unless it results from a covered Injury;
14. The Insured's being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician;
15. Claims occurring while parachuting or hang-gliding; or injury sustained while traveling in or on any two or three-wheeled motor vehicle operated by a person who does not hold a valid operator's license;
16. Pre-existing Conditions.

**Claim Procedure** – In the event of a claim, contact Customer Service at 1-800-992-8044 for claim forms and instructions on claim procedures. Completed claim forms should be returned to the offices of Health Special Risk, 4001 N Josey Lane, Carrollton, Texas 75007

**THIS MATERIAL IS DESIGNED FOR INFORMATIONAL PURPOSES ONLY AND MERELY SUMMARIZES THE BENEFITS AVAILABLE. ALL BENEFITS ARE SUBJECT TO THE POLICY, WHICH ALONE CONSTITUTES THE AGREEMENT UNDER WHICH PAYMENTS ARE MADE.**

The full conditions and provisions are included in the Master Policy on file at:  
16476 Chesterfield Airport Road  
Chesterfield, MO 63017

Customer Service 1-800-992-8044

## Travel Assistance Program -- Call 1-888-965-9500

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### \*\*\* Notice - Benefits not available in Florida\*\*\*

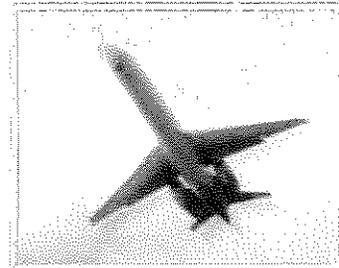
As a member, you receive the following benefits through the Travel Assistance Program when traveling more than one hundred (100) miles from your permanent residence. The following is a summary description only of the program's services. The master document provides complete details of services and conditions. You may request a copy by contacting member services at 1-866-215-1376.

World Access is the program provider of these Travel Assist services. Members have access to the following services provided World Access has been contacted first.

Call 1-888-965-9500 (1-410-257-9507 outside North America)



- **Emergency Evacuation/Repatriation.** If a member suffers an illness or injury while traveling over 100 miles away from home, and cannot be treated by a local medical facility, the member is transported by the most appropriate means to the nearest hospital capable of providing necessary treatment.
- **Transportation of Mortal Remains.** If a member loses his/her life while traveling over 100 miles from home, the member's remains will be returned to the member's place of residence.
- **Transportation of Escort.** If the member needs emergency evacuation by air ambulance or repatriation by covered commercial airline, the member's spouse, other family member, or companion is free to accompany the member in flight, subject to space availability with priority given to medical equipment and personnel.
- **Family Visitation.** If a member is traveling alone and is expected to be hospitalized for more than 7 days, the spouse or another family member will be flown in to be with the member. Also, expenses for accommodations and transportation during their stay, up to \$100.00 per day for 10 days, are provided.
- **Minor Children Return/Escort.** If a member requires emergency evacuation, hospitalization for over 24 hours, or in the event of death, and the minor children are left unattended, transportation home is furnished for them.
- **Vehicle Return.** The Travel Assist Provider will return the member's vehicle home and bear the cost up to \$1,000.00 when illness, injury, or death requires emergency evacuation or repatriation and the member is unable to drive the vehicle.
- **24-hour Information Service.** Helpful information before and during travel is available to the member. The multilingual staff is prepared to assist and coordinate the management of a wide variety of travel related situations. Services include information on required documents, immunization requirements, State Department Travel Advisory warnings, weather and hazard information about foreign locations and more.
- **Medical Monitoring.** If a member needs to be medically monitored, the Travel Assist Provider's duty physician will monitor the case, while acting as a liaison between the member, the local treating physician, and the family physician as needed.
- **Medical Referral.** The Travel Assist Provider will arrange referrals to a local doctor or hospital, when a member needs help in locating a doctor or hospital while traveling.
- **Guarantee of Medical Expenses.** If a member needs help for overseas claims, the Travel Assist Provider will arrange for a payment or guarantee of payment to providers.
- **Insurance Coordination.** If a member needs help for overseas claims, the Travel Assist Provider will assist in coordinating the claims procedure with the appropriate insurance program.
- **Lost Documentation Service.** If a member needs help to replace lost or stolen travel documents (i.e., passport, baggage, tickets, credit cards, etc.), the Travel Assist Provider will advise and assist where possible in their replacement.
- **Legal Assistance.** If a member needs help finding a local attorney or embassy, arranging bail, cash advances, or coordination of payment for legal services from available resources of the traveler, the Travel Assist Provider will arrange referrals.
- **Emergency Delivery of Prescription Items.** If a member needs prescription medication or lenses not available locally, the Travel Assist Provider will organize the delivery of the prescribed item when possible and legally permissible, to the member upon written authorization of the prescribing physician.
- **Emergency Cash Transfer and Advances.** The Travel Assist Provider will arrange for emergency cash advances and transfers through additional sources including hotels, banks, Western Union, etc. if a member needs cash as a result of loss or theft. Limit of \$500 per transaction.



# Intracorp 24 Hour Nurse Helpline Plan

Call 1-800-982-2401

### \*\*\* Notice - Benefits not available in Florida\*\*\*

In an effort to assist our members to become more informed about their healthcare, the Association is pleased to offer a telephone service that allows members to ask questions and receive information about their health, illnesses and medications.

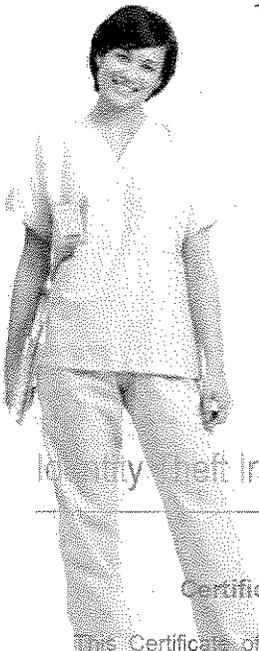
Members have unlimited access to registered nurses via a toll-free number 24 hours a day, 365 days a year. These nurses are specially trained to offer prompt, confidential medical counseling to help members make informed decisions about their health and the medical care they receive. However, our nurses do not diagnose or provide treatment.



#### The benefits include:

1. Toll-free, confidential availability to registered nurses 24 hours a day at 1-800-982-2401.
2. Access to a library of audio tapes on over 700 health topics found in the Nurse Helpline Booklet.
3. Information about self care techniques for common symptoms.
4. Explanations on what to expect during a medical test.
5. Help from a registered nurse who can answer questions regarding:
  - a. diagnostic and surgical procedures
  - b. a recently diagnosed medical condition
  - c. prescription and over the counter medication information

You can also go online to get valuable information on living healthy! Log onto [www.intracorp.com](http://www.intracorp.com). Click on [healthinfoseeker.com](http://healthinfoseeker.com). Login using **Bestbenefits** as your login ID. The website will guide you to the information you need or want.



Identity Theft Insurance - Call 1-866-434-3572

### Certificate of Insurance for the Identity Fraud Expense Coverage Master Policy

This Certificate of Insurance is a coverage description intended to provide important information about the protection available to an **Insured Person** under the Identity Fraud Expense Coverage Master Policy (the "Master Policy"). Keep this coverage description for your records. This coverage description is not an insurance policy and does not amend, extend or alter the coverage afforded by the Master Policy described herein. Terms shown in **bold** in this coverage description are defined in the Master Policy. The insurance afforded by the Master Policy as described herein is subject to all the terms, exclusions and conditions of such Master Policy. The policy period is specified in the Master Policy.



The Master Policy has been issued to:

National Alliance of Consumers and Healthcare Professionals (for the Benefit of Select Members) 16476 Chesterfield Airport Road Chesterfield, MO 63017

(the "Master Policy Holder") Policy Number: 104055916  
underwritten by Travelers Casualty and Surety Company of America Hartford, CT 06183 ("Travelers")

to provide insurance to an **Insured Person** for as described in this Certificate

- Limit of Insurance  
For any one loss: **Limit of Insurance = \$2,500.00 per person - Deductible = \$0.00**

- General Information  
Should you have any questions regarding the **Membership Program** provided by the **Master Policy Holder**, or wish to view a complete copy of the Master Policy, please call for general information at 1-800-992-8044.

Customer Service 1-800-992-8044

• Filing a Claim

To file a claim under the Master Policy, please contact:  
Travelers Casualty and Surety Company of America  
Bond Claim Department at 1-800-842-8496.

**INSURING AGREEMENT  
(1) IDENTITY FRAUD EXPENSE COVERAGE**

To reimburse an **Insured Person** for **Expenses** incurred by the **Insured Person** as the direct result of any one **Identity Fraud** commenced during the policy period.

Only an **Insured Person** will be entitled to coverage under this Insuring Agreement (1).

**CONDITIONS**

1. **Definitions:**

"Expenses" means

- i. Costs for notarizing fraud affidavits or similar documents for financial institutions or similar credit grantors or credit agencies that have required that such affidavits be notarized.
  - ii. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors.
  - iii. Lost wages as a result of time taken off from work to meet with, or talk to, law enforcement agencies, credit agencies and/or legal counsel, to complete fraud affidavits, or due to wrongful incarceration arising solely from someone having committed a crime in the **Insured Person's** name up to a maximum payment of \$500 per week for a maximum period of four weeks. Lost wages shall not apply in the case of wrongful incarceration absent all charges being dropped or an acquittal.
  - iv. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
  - v. Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual **Identity Fraud**.
  - vi. Reasonable attorney fees incurred, with the Company's prior consent, for:
    - a) defense of lawsuits brought against the **Insured Person** by merchants or their collection agencies,
    - b) the removal of any criminal or civil judgments wrongly entered against an **Insured Person**, and
    - c) **Limits of Insurance** - Under Insuring Agreement (1), the limit of the Company's liability per **Insured Person** for loss covered under the Master Policy shall not exceed the applicable Limit of Insurance shown in the Declarations. Under the Master Policy, all losses incidental to an act or series of related acts or arising from the same method of operation, whether committed by one or more persons, shall be deemed to arise out of one occurrence and shall be treated as one loss. However, solely with respect
  - vii. challenging the accuracy or completeness of any information in a consumer credit report.
- b. "**Identity Fraud**" means the act of knowingly transferring or using, without lawful authority, a means of identification of an **Insured Person** with the intent to commit, or to aid or abet, any unlawful activity that constitutes a violation of Federal law or a felony under any applicable state or local law.
- c. "**Insured Person**" means any natural person who is currently subscribed to a **Membership Program** or affinity group that has been specifically expanded by the **Master Policy Holder** to include the protection afforded by the Master Policy.
- d. "**Master Policy Holder**" means Health Advocates Alliance (for the Benefit of Select Members)
- e. "**Membership Program**" means a membership program sponsored by the **Master Policy Holder** and that is specifically named within an endorsement attached to the Master Policy.
- f. "**Policy Period**" means the date shown in the Master Policy.

2. **Exclusions**

The Master Policy does not apply:

- a. to loss due to any fraudulent, dishonest or criminal act by an **Insured Person** or any person acting in concert with an **Insured Person**, or by any authorized representative of an **Insured Person**, whether acting alone or in collusion with others;
- b. to loss other than **Expenses**;
- c. to an **Identity Fraud** that commenced, or **Expenses** incurred, when an individual was not an **Insured Person**.
- d. to loss due to nuclear reaction, nuclear radiation or radioactive contamination, or due to any act or condition incident to any of the foregoing; or
- e. to loss due to war, whether or not declared, civil war, insurrection, rebellion, revolution, or to any act or condition incident to any of the foregoing.

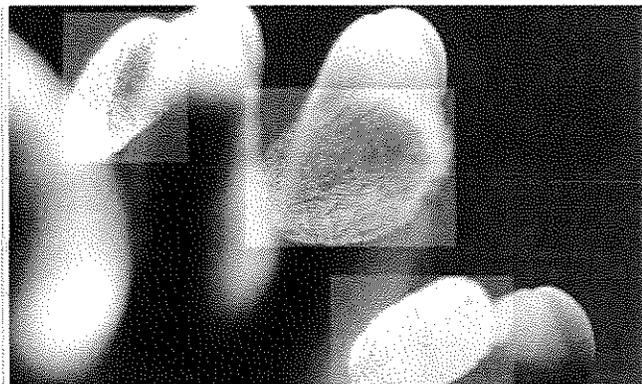
3. **Policy Period - Discovery** – The Master Policy applies only to **Identity Fraud**, occurring anywhere in the world, which is either commenced during, or occurs wholly during, the **Policy Period** and is reported to the Company during the **Policy Period** or within 30 days following the termination of either
  - a. the Master Policy; or
  - b. membership of the **Insured Person** in a **Membership Program**.

4. **Limits of Insurance** – Under Insuring Agreement (1), the limit of the Company's liability per **Insured Person** for loss covered under the Master Policy shall not exceed the applicable Limit of Insurance shown in the Declarations. Under the Master Policy, all losses incidental to an act or series of related acts or arising from the same method of operation, whether committed by one or more persons, shall be deemed to arise out of one occurrence and shall be treated as one loss. However, solely with respect to Insuring Agreement (1), should one such act cause a covered loss to more than one **Insured Person**, the available Limit of Insurance under the Master Policy and the deductible amount shall apply to each **Insured Person** separately.

Regardless of the number of **Membership Programs** that an **Insured Person** is a member of, the Company's liability to such **Insured Person** for loss covered under the Master Policy shall not exceed the applicable Limit of Insurance shown in the Declarations.

5. **Deductible** - The Company shall be liable only for the amount by which any loss exceeds the applicable Deductible Amount as shown in the Declarations. This Deductible Amount applies to each and every loss and shall have no aggregate limitation.
6. **Recoveries** - Any recoveries, less the cost of obtaining them, made after settlement of loss covered by the Master Policy will be distributed as follows:
  - a. first, to the **Insured Person**, until the **Insured Person** is reimbursed for any loss that was sustained by the **Insured Person** that exceeds the Limit of Insurance and the Deductible Amount, if any;
  - b. then to the Company, until the Company is reimbursed for the settlement made; and
  - c. then to the **Insured Person** until the **Insured Person** is reimbursed for that part of the loss equal to the Deductible Amount, if any.

Recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken



for the Company's benefit.

7. **Ownership Interests Covered** - This Policy shall be for the sole use and benefit of the **Insured Persons** and the **Master Policy Holder**. It provides no rights or benefits to any other person, entity, or organization.
8. **Insured Person's Duties When Loss Occurs** – Upon knowledge or discovery of loss or of an occurrence which may give rise to a claim under the terms of the Master Policy, the **Insured Person** shall give notice thereof as soon as practicable to the Company, and file detailed proof of loss, duly sworn to, with the Company within four months after the discovery of loss. If the loss involves a violation of law, the **Insured Person** shall also notify the police.

Upon the Company's request, the **Insured Person** shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto. Compliance with all terms and conditions of the Master Policy are conditions precedent to recovery under the Master Policy.

The **Insured Person** shall keep books, receipts, bills and other records in such manner that the Company can accurately determine there from the amount of any loss. At any time subsequent to the reporting thereof to the Company, the Company may examine and audit the **Insured Person's** books and records as they relate to a loss under the Master Policy.

9. **Other Insurance** - If there is any other valid and collectible insurance which would apply in the absence of the Master Policy, the insurance under the Master Policy shall apply only as excess insurance over such other insurance.

10. **Action Against Company** - No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all terms of the Master Policy, nor until 90 days after the required proof of loss has been filed with the Company, nor at all unless commenced within two years from the date when the **Insured Person** first discovers the loss. If any limitation of time for notice of loss or any legal proceeding herein contained is shorter than that permitted to be fixed by agreement under any statute controlling the construction of the Master Policy, the shortest permissible statutory limitation of time shall govern and shall supersede the time limitation herein stated.
11. **Subrogation** - In the event of any payment under the Master Policy, the Company shall be subrogated to all the **Insured Person's** rights of recovery therefor against any person or organization, and the **Insured Person** shall execute and deliver instruments and papers and shall take whatever other actions are necessary to secure such rights for the Company. The **Insured Person** shall not take any action after the discovery of any loss that would prejudice such rights.
12. **Changes** - Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of the Master Policy or stop the Company from asserting any right under the terms of the Master Policy; nor shall the terms of the Master Policy be waived or changed, except by endorsement issued by the Company and made to form a part of the Master Policy.
13. **Assignment** - Assignment of interest under the Master Policy shall not bind the Company until its consent is endorsed herein.
14. **Concealment or Misrepresentation** - The Master Policy is void as to any **Insured Person** if, at any time, said **Insured Person** intentionally conceals or misrepresents a material fact concerning either the insurance afforded by the Master Policy or a claim under the Master Policy.

Accudiet Online @ [www.accudiet.com/NAC](http://www.accudiet.com/NAC)

As an association member you and your family receive special pricing at [accudiet.com](http://accudiet.com), the all-in-one interactive toolkit for the personalized diet and exercise program made to fit just one person - you. AccuDiet.com features Genesant's state-of-the-art nutritionist and personal trainer software, recently honored by Forbes magazine with its "Best of the Web 2001" award.



**Accudiet.com features:**

- **Personalized** meal plans tailored to your needs and goals
- **Interactive** program uses your entered results to keep your diet on track
- **Smart** weekly shopping lists
- **Convenient** at-a-glance calorie, fat, carb, and protein totals
- **Customized** workouts match your fitness level
- **Access-Anywhere** online workout calendar and log

Use the Web's best interactive exercise and diet program to get your body in shape! Members receive the promotional discount price - three months for the price of two - only \$19.98.

**HOW TO USE:**

1. Visit [www.accudiet.com/NAC](http://www.accudiet.com/NAC) and sign up today!
2. Use the features in the web site to help you stay in shape!

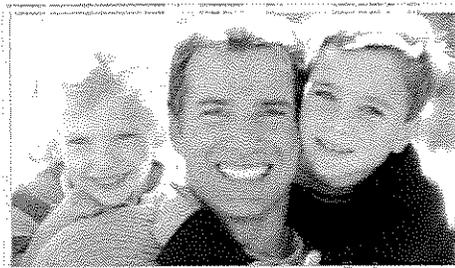
\*(accudiet.com is a proprietary Web property of Genesant Technologies, Inc.).



## Gateway Medicaid

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In an emergency, getting vital health information to medical personnel quickly could be critical. Your Gateway Medicaid keeps your personal medical profile handy at all times. Carry it with you at work, on vacation, or just walking in your neighborhood. You'll feel more secure knowing emergency medical personnel will have access to data needed to administer appropriate care.



When you send in your Gateway Medicaid Data Form, it is photographed on microfilm and laminated in a durable plastic card. It is easy to read with a standard magnifying glass routinely carried by medical professionals. Only the Gateway Medicaid Data Form will be copied onto microfilm. Separate paper(s) or other forms cannot be accepted; be sure all information appears on the Gateway Medicaid Data Form.

As a member, you may order one free medical card per account each year. It's important to update your card annually to ensure your data is current. You will receive a reminder and renewal form every 12 months. If you need to update your card more often, you may do so for only \$5 each. You may also order cards for your spouse, children and other family members for only \$5 each. Similar cards cost \$8 to \$20 from other sources. To order extra cards, request and complete an additional Gateway Medicaid Data Form for each individual.

For more information and to print the Personal Medical Profile form please visit <http://www.egroupmanager.com/medicaid/>.

If you do not have access to the internet, please call 1-800-992-8044 to have a customer service representative send you the Personal Medical Profile form to complete.

## Child ID Safety Network

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In all likelihood, you'll never have to use this benefit. In fact, we hope you don't. But, the peace of mind you'll feel by enrolling your children in the Child ID Network Safety Service is invaluable.

Soon after you register your child with the ID Network you will receive a set of ID cards in the mail for each child enrolled. If a child is missing, you dial a single toll-free number, provide the child's unique member number, and a photo and description of the missing child will be faxed anywhere you designate. The ID Network Safety Service is available 24 hours a day, 365 days a year, for fax transmissions via the network's national service line. It's a free added feature of your checking program membership.



### IT'S SO EASY!

**1. List card information on the attached Enrollment Application.**

Please enclose one Enrollment Application form per child being enrolled. Complete all the necessary information, such as eye and hair color, height and weight, birth date and any distinguishing marks or special medical conditions. All information will be held in strictest confidence.

**2. Enclose a recent photograph of the person being enrolled.**

Please enclose one photo per child being enrolled. Photo should be:

- (a) recent, no more than three months old;
- (b) no larger than 4" x 6";
- (c) a head and shoulders close-up such as a passport or driver's license photo.

Please write name of child on back of photo.

**3. Mail the completed Enrollment Application and photograph to our Member Service Center.**

Use the enclosed return envelope or mail to the address listed on the form. The ID Network Safety Service will convert the

photo to a digitized image. The image will appear on the customized ID cards you'll receive in the mail, and it will be stored in a secure fast-access system at the ID Network. The photo and description in the network correspond with the member number listed on your card.

#### 4. You will receive your cards within four to six weeks of registration.

### HERE'S HOW IT WORKS

When you register a child with the ID Network Safety Service, you'll receive a parent card the size of a credit card. On the card are a photo of your child, the child's name and birth date, a physical description and a special membership number. Your Safety Service card also lists a toll-free number to use in an emergency. Additional sets of cards for grandparents or other responsible adults are \$8 each.

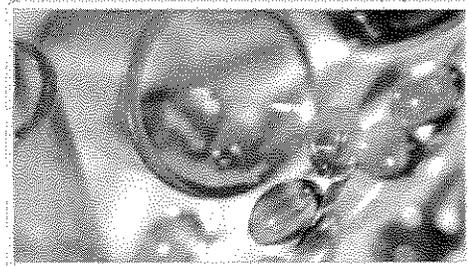
The card your child receives is designed as a photo ID card. It contains a digitized photo and a number which matches the number on your card.

In a situation of concern, call the toll-free number on the parent card. Within moments, the ID Network Safety Service will fax a high-resolution, digitized photo of your child anywhere you specify. The parent card, with its photo and description, is also a valuable, time-saving tool for local authorities in a crisis.

## Vitamin Discount

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"...70% of all illness is preventable" and "...preventable causes account for 980,000 deaths each year..." are statements found in a study published a few years ago in the *New England Journal of Medicine*. A strong immune system helps fight many of the illnesses that occur, and can delay the aging process. Study after study shows that proper supplementation with nutrients, vitamins, and herbal remedies can help prevent, and in some cases may even cure, many of the ailments we are told are inevitable.



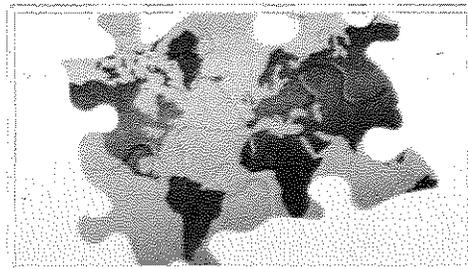
Healthcare Products provides a complete line of quality vitamins, nutritional supplements, herbal remedies, and generic over-the-counter medicines at discount prices. You will also receive information about achieving and maintaining optimum health. As an added benefit, you are invited to participate in our Personal Profile Service. As a participant, you will be notified of the latest studies about the health topics of concern to you.

To receive a FREE catalog, call 1-800-838-4584. Be sure to mention code "NAC" to receive an additional discount, a free gift, and a free subscription to VITA-BITS newsletter. When you order the products you need, call the toll-free number and your order will be sent to you directly by U.S. Priority Mail. Call 1-800-838-4584 today!

## Global Education Systems, Inc

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The secret to success in any field of endeavor is to become the most skilled student possible and to learn as much as possible about your chosen field of activity. If you strive for a position of leadership in your field, then the key is to **LEARN** the field, **DO** the work with excellence and mastery and then **TEACH** the information and skills you have learned to others.



Contact us for information on our affiliated online learning systems including 2,000+ courses of average length of 3+ hours each. This learning portfolio has been developed over the last 18 years and brings, to anyone who wants to learn, the resources needed to improve their current personal and professional performance levels or even seek a whole new field of endeavor. You can review details of each course with the cluster at [www.gewdc.org](http://www.gewdc.org). The Core System includes the following course packages with indicated annual registration fees:

International Computer Driving License      21 Courses/ 121 Hours      \$34.99/year

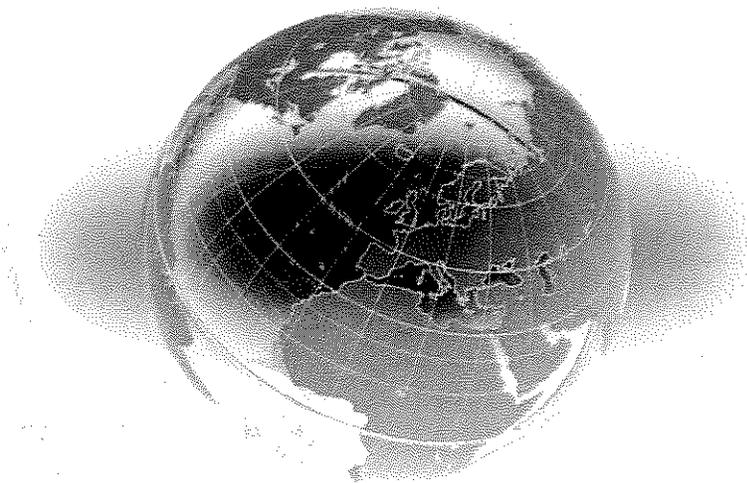
Customer Service 1-800-992-8044

End User Business Skills Development*	End User Business Skills Development*	\$119.99/year
End User Home & Small Business*	73 Courses/213 Hours	\$ 119.99/year
End User Desktop Computing*	241 Courses/801 Hours	\$ 119.99/year
Technical Courses – General*	335 Courses/1020 Hours	\$ 249.99/year
Technical Courses – Microsoft Certifications*	362 Courses/1215 Hours	\$ 249.99/year
Technical Courses – Web Development*	198 Courses/774 Hours	\$ 249.99/year
Health & Safety - Essentials	64 Courses/ 130 Hours	\$ 134.99/year
HIPPA Training	43 position specific	\$ 40.00/course
Business Skills Videos: Essentials Package	63 Courses/11.67 Hours	\$ 259.99/year
Business Skills Videos: Management Package	77 Courses/17.59 Hours	\$ 259.99/year
Business Skills Videos: Personal Development	44 Courses/8.40 Hours	\$ 259.99/year

Package has 24/7 Instant Mentoring benefit available at \$30 to aid student in completing course.

**Certification Paths** – These quality training programs help learners prepare for many of the IT industry certifications, including MCSE, MOS, CCNA, CCDA, CNE, A+, PMP and CEC. In addition, these courses can be used to help prepare for the Project Management Institute's Project Management Professional (PMP) certification examination or the Institute of Certified E-Commerce Consultant, CEC professional designation. For more details regarding the learning systems and our other business, personnel and personal resource programs, please contact us at AND mention you are a member of NACHP:

William Prouty, CLU RHU CBC CEC MBA PhD  
**Global Economic & Workforce Development Coalition, Inc.**  
**Global Education Systems, Inc.**  
**Breakthrough Educational Systems & Technologies**  
 Post Office Box 989, Sun City, CA 92586-0989  
 Phone (951) 301-0605 FAX (951) 301-0606  
[www.gewdc.org](http://www.gewdc.org) Email: [GEWDCinfo@aol.com](mailto:GEWDCinfo@aol.com)



## University of Healthcare

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Bringing new depth, breadth and vision to corporate e-learning with primary focus on increasing the efficiency and productivity of healthcare organizations and general business industry firms is the mission of UOHC & UOB.



A wide scope of very cost effective content is available for owners, managers and all other employees. Resources include:

- Deepest course content available, instructor led, CD/Manual or Internet delivery formats.
- Innovative, empowering and practical content
- Industry specific content for healthcare, pharmaceutical/device manufacturing, sales, etc.
- Excellent evaluation and tracking tools
- Engagingly written material including appropriate humor to engage and maintain interest of student
- Flexible delivery formats for individual or group applications

The dozens of programs include:

- Management and Sales Training
- Secrets of a Leadership Coach
- Solution Ideas Sheet for Hospitals
- HIPAA
- Bioterrorism
- OSHA
- Infection and Medical Science
- Nursing Certificate Programs
- Customer Care in Healthcare
- Healthcare Regulations
- Anatomy and Physiology Courses
- Nursing Skills Training
- Disease and Nursing Care Fact Sheet
- Pharmaceutical/Medical Device Regulations

Participating CashDoctor.com healthcare specialists will receive special discounts on all of the above courses and learning systems. In some instances, some of the training costs may be eligible for reimbursement by federal/state training agencies or programs.

For more details and information, please call (800) 615-2395 or email: [GEWDCinfo@aol.com](mailto:GEWDCinfo@aol.com)

## Merchant Service Account

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Cardservice International maintains one of the highest merchant approval rates in the industry.

- Merchant accounts generally approved in two days or less
- Cutting-edge electronic processing products and services
- Accept transactions in a safer, more secure and more profitable environment

NACHP has entered into a national agreement with Card Service International, Inc. in behalf of all of our members.

Association members that currently have a merchant account will receive a free evaluation of their current processing charges and will be provided an analysis showing the savings that can be obtained under our national contact with Card Service International, Inc..

Members looking for the benefits of credit cards, will be entitled to the rates negotiated by NACHP.

Visit our website for an online or fax evaluation form.

## Web Design & Hosting

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Association members receive 30% discount on CUSTOM Web Design services and website hosting. Harness the power behind CashDoctor.com and rocket your business to the next level with a fully dynamic, customized website.



# Cashdoctor.com® and Medsave® TEAM UP TO SAVE YOU MONEY!

**BUY THESE MEDICATIONS FOR UNDER \$4 PER MONTH!\***

Generic Medication	Mg	Generic Medication	Mg	Generic Medication	Mg
Alliprantel	100	HCTZ	25, 50	Montelastine	10, 25, 50
Amphetamine	25, 50, 75, 100	Hydrocortisone	400, 600, 800	Cybutolynin	5
Aterralol	25, 50	Indinavir	1, 25, 2.5	Proscam	10, 20
Bupropion	5, 10	Indomethacin	25, 50	Propionolol	2.5, 5, 10, 20
Caripipril	25, 50, 100	Isosorbide dinitrate	5, 10, 20	Propionolol	10, 20, 40, 80
Clonidine	0.1	Lisinopril	2.5, 5, 10, 20	Salsalate	150, 300
CColchicine	0.6	Metformin	25, 50, 100	Titanium/	500, 750
Cyclozenzathine	10	Metformin	500	HCTZ	37.5-25
Disorvin	250				

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## Welcome

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We are delighted to welcome you to the National Alliance of Consumers and Healthcare Professionals. You have made a wise choice to direct your health and healthcare dollars. We are here to help you in your efforts.

Your membership in the National Alliance of Consumers and Healthcare Professionals (NACHP) entitles you to enjoy numerous benefits. The accident coverage you have purchased through your membership was a wise and important decision for you and/or your family. It will certainly be of great assistance if you have a large deductible health insurance plan. Coverage is 24-hours a day/7days a week (please see exclusions).

Enclosed in this Member Benefit Guide are list of important phone numbers exclusively for you as a member of the Association. The benefits of your coverage are explained in detail in this Benefit Guide and on our web site [www.NACHP.com](http://www.NACHP.com). It is important for you to read and understand how our Group benefits program works. Keep this guide and you membership card in a convenient place so you can refer to it in the event you have any questions or concerns. If any covered loss occurs, please call our customer service at 800-992-8044 and provide them with the primary NAME on the account and they will be happy to assist you as needed. Our goal at NACHP is to develop a PERSONAL RELATIONSHIP with our members.

You can count on NACHP to continuously and assertively seek out new benefits to add further value to your membership in the Association. As always, we invite and encourage your suggestions on ways [CashDoctor.com](http://CashDoctor.com) and the National Alliance of Healthcare Professionals can be increasingly beneficial to you.

Again, a most cordial welcome to the [CashDoctor.com](http://CashDoctor.com) network and NACHP!

Building relationships for LIFE,  
**NACHP Membership**



NATIONAL ALLIANCE OF CONSUMERS  
AND HEALTHCARE PROFESSIONALS

### ***BUSINESS BENEFITS***

**Web design & Hosting** Members will receive a 25% discount on all design and hosting services from Ke Solutions.

Association members receive 30% discount on CUSTOM Web Design services and website hosting. Take your self or your business to the next level with a fully dynamic, customized website - NO COOKIE CUTTER TEMPLATES.

See Membership agreement for additional benefits and details

**Merchant Service Account** Members have access to a national contract with Card Service International allowing them to save thousands of dollars on credit card processing.

NACHP has entered into a national agreement with Card Service International, Inc. in behalf of all of our members.

Association members that currently have a merchant account will receive a free evaluation of their current processing charges and will be provided an analysis showing the savings that can be obtained under our national contract with Card Service International, Inc..

Members looking for the benefits of credit cards, will be entitled to the rates negotiated by NACHP.

See Membership agreement for additional benefits and details

### ***LIFESTYLE BENEFITS***

**Identity Theft Protection** Receive up to \$2500 reimbursement for expenses incurred that are a result of the theft of your personal identity. See Membership agreement for additional benefits and details.

Receive up to \$2500 reimbursement for expenses incurred that are a result of the theft of your personal identity.

See Membership agreement for additional benefits and details

**Child ID Safety Network** Register your children and receive the peace-of-mind that a photo and description are available for authorities when seconds count.

In all likelihood, you'll never have to use this benefit. In fact, we hope you don't. **BUT**, the peace of mind you'll feel by enrolling your children in the Child IDNetwork Safety Service is invaluable. Soon after you register your child with the IDNetwork you will receive a set of ID cards in the mail for each child enrolled. If a child is missing, you dial a single toll-free number, provide the child's unique member number, and a photo and description of the missing child will be faxed anywhere you designate.

See Membership agreement for additional benefits and details

[Accudiet](#) As an association member you and your family receive special pricing at [accudiet.com](#), the all-in-one interactive toolkit for the personalized diet and exercise program made to fit just one person - you.

As an association member you and your family receive special pricing at [accudiet.com](#), the all-in-one interactive toolkit for the personalized diet and exercise program made to fit just one person - **YOU**. Accudiet features Genesant's state-of-the art nutritionist and personal trainer software, honored by Forbes magazine with its "Best of the Web" award.

See Membership agreement for additional benefits and details

[Vitamins](#) Healthcare Products provides members a complete line of quality vitamins, nutritional supplements, herbal remedies, and generic over-the-counter medicines at discount prices.

Healthcare Products, Inc. provides a complete line of quality vitamins, nutritional supplements, herbal remedies, and generic over-the-counter medicines at discount prices. You will also receive information about achieving and maintaining optimum health. As an added benefit, you are invited to participate in our Personal Profile Service. As a participant, you will be notified of the latest studies about the health topics of concern to you.

See Membership agreement for additional benefits and details

### ***EDUCATION BENEFITS***

[CashDoctor.com University](#) Members receive online access to CashDoctor's Health Resource Center.

[Global Education Systems](#) The secret to success in any field of endeavor is to become the most skilled student possible and to learn as much as possible about your chosen field of activity. Members receive a 20% discount on over 2100 courses averaging 3+ hrs per course.

The secret to success in any field of endeavor is to become the most skilled student possible and to learn as much as possible about your chosen field of activity. If you strive for a position of leadership in your field, then the key is to **LEARN** the field, **DO** the work with excellence and mastery and then **TEACH** the information and skills you have learned to others.

Association members can access over 2000+ courses at a special NACHP discount.

See Membership agreement for additional benefits and details

[University of Health Care](#) Members receive 20% discount on the deepest healthcare and job safety course content available on the web, from top experts.

Members receive 20% Discount on the deepest healthcare and job safety course content available on the web. All from top experts directly to **YOU!**

See Membership agreement for additional benefits and details

### ***HEALTH BENEFITS***

[Accident Medical Benefit and AD&D](#) Members receive accident medical benefits of \$5000 per accident with a \$100 deductible per accident. Benefits include MEDICAL, DENTAL, chiropractic, ambulance and more. Member also receives \$2500 accidental death and dismemberment. See Membership agreement for additional benefits and details.

Members receive accident medical benefits - \$5000 per accident (\$100 deductible per accident). Benefits cover the following as long as they are related to an accident: MEDICAL, DENTAL, chiropractic, ambulance (air or land) and more.

See Membership agreement for additional benefits and details

**Emergency Travel Assistance (Not available in Florida)** Receive the following benefits when Traveling more than 100 miles from your home: Emergency Evacuation/Repatriation, Transportation of Escort, Minor Children Return, Medical Referral, Transportation of Remains, Vehicle Return, Lost Document Service, legal assistance, Emergency Prescription Delivery, Emergency Cash Transfer & Advance. See Membership agreement for additional benefits and details.

Members receive the following benefits when Traveling more than 100 miles from your home: Emergency Evacuation/Repatriation, Transportation of Escort, Minor Children Return, Medical Referral, Transportation of Remains, Vehicle Return, Lost Document Service, legal assistance, Emergency Prescription Delivery, Emergency Cash Transfer & Advance. See Membership agreement for additional benefits and details (not available in Florida)

See Membership agreement for additional benefits and details

**24/7 Nurse Hot-line (Not available in Florida)** This highly comforting and informative toll-free service allows you to speak directly to medical professionals for non-emergency advice..

In an effort to assist our members to become more informed about their healthcare, the Association is pleased to offer a telephone service that allows members to ask questions and receive information about their health, illnesses and medications.

Members have unlimited access to registered nurses via a toll-free number 24 hours a day, 365 days a year. These nurses are specially trained to offer prompt, confidential medical counseling to help members make informed decisions about their health and the medical care they receive. However, our nurses do not diagnose or provide treatment.

**The benefits include:**

Toll-free, confidential availability to registered nurses 24 hours a day at.

- Access to a library of audio tapes on over 700 health topics found in the Nurse Helpline Booklet.

- Information about self care techniques for common symptoms.

- Explanations on what to expect during a medical test.

- Help from a registered nurse who can answer questions regarding:

  - diagnostic and surgical procedures

  - a recently diagnosed medical condition

  - prescription and over the counter medication information

**Medical Emergency Data Card** In an emergency, getting vital health information to medical personnel quickly could be critical. Your Gateway Medicaid keeps your personal medical profile handy at all times.

In an emergency or **DISASTER**, getting vital health information to medical personnel quickly could be critical. Your Gateway Medicaid keeps your personal medical profile handy at all times.

**Critical Illness** Provides a principle sum of \$5000 when you are diagnosed with a critical illness: life threatening cancer, heart attack, kidney (renal) failure, stroke, coma, coronary artery bypass graft (25%), major organ transplant, paralysis, loss of sight, speech or hearing.

Provides a principle sum of \$5000 when you are diagnosed with a critical illness: life threatening cancer, heart attack, kidney (renal) failure, stroke, coma, coronary artery bypass graft (25%), major organ transplant, paralysis, loss of sight, speach or hearing.

See Membership agreement for additional benefits and details

[Hospital Indemnity](#) Hospital Room and Board: charges for the most common semi-private daily romm rate for each day of the hospital stay up to the Maximum Daily Benefit Ammount: \$500 per day, for a Maximum up to 31 days.

Hospital Room and Board: charges for the most common semi-private daily romm rate for each day of the hospital stay up to the Maximum Daily Benefit Ammount: \$500 per day, for a Maximum up to 31 days.

See Membership agreement for additional benefits and details

[Accident Disability](#) Weekly income benefit, a covered person must have injuries whereby he or she cannot do all the substantial and material duties of his or her type of work. Waiting Period: 14 days, Weekly Income Benefit Amount: \$250, Maximum Benefit Period: 52 weeks.

Weekly income benefit, a covered person must have injuries whereby he or she cannot do all the substantial and material duties of his or her type of work. Waiting Period: 14 days, Weekly Income Benefit Amount: \$250, Maximum Benefit Period: 52 weeks.

See Membership agreement for additional benefits and details

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Welch	Julia	A	1018 Josephine Street	Newport	AR	72112	F		9/13/1953
Austin	Mildred		9381 Hwy 1355	Caraway	AR	72419	F	870-482-3589	11/18/1943
Griffith	John	W	417 Scotland Road	Junction Ci	AR	71749	M	870-924-4028	6/17/1945
Grimmett	William		700 Lafayette 21	Stamps	AR	71860	M	870-533-2671	9/14/1945
Hamilton	Travis		11486 Country Loop	Dardanelle	AR	72834	M	479-576-2536	12/24/1948
Lowder	Tina		2923 Robin Hood Lane	Fayetteville	AR	72703	F	479-575-9501	10/26/1946
Malcevicz	Deborah		934 Shay Drive	Moutain Hc	AR	72653	F	870-425-3691	1/8/1958
Traylor	Charles		16670 Stonewall Road	Prairie Gro	AR	72753	M	479-846-3870	11/8/1957
Broyles	Kitty	C	120 Catalin #8B	Hot Springs	AR	71913	F	501-520-4918	11/28/1947
Walters	Margie		10157 Hwy 33 N	Des Arc	AR	72040	F	(870) 256-4024	1/18/1948
Bowman	Brenda		191 Hwy 108	Ashdown	AR	71822	F	(870) 898-5629	8/18/1947
Rodgers	Jerry		315 Hwy 11 South 231	Stuttgart	AR	72160	M	870-946-2842	7/3/1948
Schilders	William		Ashley #401	Crossett	AR	71635	M	(661) 587-8137	11/5/1953

*N/A Currently*

12. Please attach a copy of the organization's most recent financial statement.

*Attached.*

13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

*No.*

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

**United Consumer Awareness Association (UCAA)  
Response to Discretionary Group Questionnaire**

1. Name and address of the group.

*United Consumer Awareness Association (UCAA)  
2330 S. Brentwood Blvd.  
St Louis, MO 63114*

2. Is this group incorporated? If so, give state of incorporation.

*Yes, Missouri*

3. Is there a current office in Arkansas?

*No*

4. Does the Arkansas part of the organization have any officers, committees, or chapters?  
If so, give details.

*No*

5. Are annual dues charged? If so, specify amount.

*\$24.00*

6. What are the specific activities of the organization?

*Provides information and education on products and services which would improve consumer awareness of its members related to health and wellness, and assist in finding discounts for goods and services of its members.*

7. What benefits are provided to the members in addition to insurance?  
PLEASE ATTACH BROCHURES ON THE BENEFITS. *Attached.*

8. What qualifies an individual for membership?

*Must be of age to contract and enrollment in the association and maintain current dues payment status.*

9. How are members recruited? If by mailing list, advise the source of this list.

*Word of mouth and affinity groups.*

10. Attach a copy of the organization by-laws.

*Furnished previously with initial filing.*

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.

UCAA advocacy, journal, information

Car rental discounts	Magazine subscription savings
Hotel discounts	Medical records software
Floral arrangement discount	Mortgage and realtor discounts
Tradesman referral	financial planning features
Moving and storage discounts	Legal Counseling features
Amusement park discounts	Tax hotline
Movie ticket discounts	Identity theft services

United States Fire Insurance Company – Indemnity Insurance Benefits

Non Insurance Discount Medical Benefits:

Tiered Dental Program

Tiered Vision Program

Tiered Rx Program

Employee Assistance Counseling

24 Hour Nurse Line Program

Chiropractic Program

Diabetic Supplies

Holistic Care Program

E-Wellness

Elder Care

Fitness Program

Only two members currently:

Shauntell Covel

5221 Johnson #62

Fort Smith, AR 72904

Trent Harris

2222 South X Street

Fort Smith, AR 72901

*The Association considers this information as privileged and requests it be destroyed after it has met the need of the Department for the privacy of our members.*

12. Please attach a copy of the organization's most recent financial statement.

*Attached.*

13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

*No.*

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