

|                          |   |                        |                          |
|--------------------------|---|------------------------|--------------------------|
| SERFF Tracking Number:   | NWLC-125991652                          | State:                 | Arkansas                 |
| Filing Company:          | National Casualty Company               | State Tracking Number: | 41384                    |
| Company Tracking Number: | NSHDTL-NC-2000                          |                        |                          |
| TOI:                     | H10G Group Health - Dental              | Sub-TOI:               | H10G.000 Health - Dental |
| Product Name:            | Dental - Employer, Association, Student |                        |                          |
| Project Name/Number:     | NSHDTL-NC-2000/NSHDTL-NC-2000           |                        |                          |

## Filing at a Glance

Company: National Casualty Company

Product Name: Dental - Employer, Association, SERFF Tr Num: NWLC-125991652 State: ArkansasLH Student

TOI: H10G Group Health - Dental

SERFF Status: Closed

State Tr Num: 41384

Sub-TOI: H10G.000 Health - Dental

Co Tr Num: NSHDTL-NC-2000

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Authors: Ines Piquet, Shana Paladino-Ripp

Disposition Date: 03/12/2009

Date Submitted: 01/20/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: NSHDTL-NC-2000

Status of Filing in Domicile: Pending

Project Number: NSHDTL-NC-2000

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed Concurrently

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Employer, Association, Discretionary

Filing Status Changed: 03/12/2009

Explanation for Other Group Market Type:

State Status Changed: 03/12/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

National Casualty Company (The Company) is filing a new group dental product. It is a general use filing allowing the product to be offered to employer groups, colleges and university students, and associations groups. The product provides preventative, basic, major, and orthodontia benefits. The group policyholder will choose between an indemnity or network plan for their employees/students/members.



SERFF Tracking Number: NWLC-125991652 State: Arkansas  
 Filing Company: National Casualty Company State Tracking Number: 41384  
 Company Tracking Number: NSHDTL-NC-2000  
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
 Product Name: Dental - Employer, Association, Student  
 Project Name/Number: NSHDTL-NC-2000/NSHDTL-NC-2000

this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the explanatory memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company's response will be submitted to your attention as soon as we receive it.

## Company and Contact

### Filing Contact Information

Ines Piquet, Regulatory Filing Manager ipiquet@perrknight.com  
 881 Alma Real Drive (310) 230-9339 [Phone]  
 Pacific Palisades, CA 90272

### Filing Company Information

National Casualty Company CoCode: 11991 State of Domicile: Wisconsin  
 8877 North Gainey Center Drive Group Code: Company Type:  
 Scottsdale, AZ 85258 Group Name: State ID Number:  
 (614) 854-3375 ext. [Phone] FEIN Number: 38-0865250  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 for each policy and associated forms.  
 Per Company: No

| COMPANY                   | AMOUNT  | DATE PROCESSED | TRANSACTION # |
|---------------------------|---------|----------------|---------------|
| National Casualty Company | \$50.00 | 01/20/2009     | 25135246      |

SERFF Tracking Number: NWLC-125991652 State: Arkansas  
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 Company Tracking Number: NSHDTL-NC-2000  
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
 Product Name: Dental - Employer, Association, Student  
 Project Name/Number: NSHDTL-NC-2000/NSHDTL-NC-2000

## Correspondence Summary

### Dispositions

| Status          | Created By     | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 03/12/2009 | 03/12/2009     |

### 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 | 01/21/2009 | 01/21/2009     | Ines Piquet      | 02/19/2009 | 02/19/2009     |

### Filing Notes

| Subject                                | Note Type        | Created By     | Created On | Date Submitted |
|--|------------------|----------------|------------|----------------|
| RE: complete questionnaire information | Note To Reviewer | Ines Piquet    | 03/11/2009 | 03/11/2009     |
| RE: 02/20/09 Note To Filer             | Note To Reviewer | Ines Piquet    | 02/26/2009 | 02/26/2009     |
| Association Groups                     | Note To Filer    | Rosalind Minor | 02/20/2009 | 02/20/2009     |
| Questionnaire                          | Note To Filer    | Rosalind Minor | 03/02/2009 |                |

*SERFF Tracking Number:*      *NWLC-125991652*                      *State:*                      *Arkansas*  
*Filing Company:*              *National Casualty Company*                      *State Tracking Number:*      *41384*  
*Company Tracking Number:*      *NSHDTL-NC-2000*  
*TOI:*                      *H10G Group Health - Dental*                      *Sub-TOI:*                      *H10G.000 Health - Dental*  
*Product Name:*              *Dental - Employer, Association, Student*  
*Project Name/Number:*      *NSHDTL-NC-2000/NSHDTL-NC-2000*

## **Disposition**

Disposition Date: 03/12/2009

Implementation Date:

Status: Approved-Closed

Comment: This submission is being approved and will be marketed through the National Small Business Association (MSBA) and Consumers Direct Association of America. The product will also be offered to employer groups, colleges and university students.

It is noted that you will not be marketing the product through Med-Sense Guaranteed Association.

Rate data does NOT apply to filing.

SERFF Tracking Number: NWLC-125991652 State: Arkansas  
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 Company Tracking Number: NSHDTL-NC-2000  
 TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
 Product Name: Dental - Employer, Association, Student  
 Project Name/Number: NSHDTL-NC-2000/NSHDTL-NC-2000

| Item Type                     | Item Name  | Item Status     | Public Access |
|-------------------------------|--|-----------------|---------------|
| Supporting Document           | Flesch Certification                             | Approved-Closed | Yes           |
| Supporting Document           | Application                                      | Approved-Closed | Yes           |
| Supporting Document           | Memorandum                                       | Approved-Closed | Yes           |
| Supporting Document           | Statement of Variability                         | Approved-Closed | Yes           |
| Supporting Document (revised) | By Laws  | Approved-Closed | Yes           |
| Supporting Document           | Letter of Authorization                          | Approved-Closed | Yes           |
| Supporting Document           | Consumers Direct Association of America          | Approved-Closed | Yes           |
| Supporting Document           | National Small Business Association              | Approved-Closed | Yes           |
| Supporting Document           | By Laws  | Replaced        | Yes           |
| Form                          | Dental Policy                                    | Approved-Closed | Yes           |
| Form                          | Certificate of Coverage                          | Approved-Closed | Yes           |
| Form                          | Schedule of Benefits                             | Approved-Closed | Yes           |
| Form                          | Application                                      | Approved-Closed | Yes           |
| Form                          | Enrollment Form – Association/Students           | Approved-Closed | Yes           |
| Form                          | Enrollment Form – Employee                       | Approved-Closed | Yes           |
| Form                          | Cosmetic Benefit Insurance Rider                 | Approved-Closed | Yes           |
| Form                          | Maximum Roll Forward Insurance Rider             | Approved-Closed | Yes           |
| Form                          | Wellness and/or Health Care Services Endorsement | Approved-Closed | Yes           |

SERFF Tracking Number: NWLC-125991652 State: Arkansas  
Filing Company: National Casualty Company State Tracking Number: 41384  
Company Tracking Number: NSHDTL-NC-2000  
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
Product Name: Dental - Employer, Association, Student  
Project Name/Number: NSHDTL-NC-2000/NSHDTL-NC-2000

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 01/21/2009

Submitted Date 01/21/2009

Respond By Date

Dear Ines Piquet,

This will acknowledge receipt of the captioned filing.

Objection 1

- By Laws (Supporting Document)

Comment: With respect to each of the association groups, I need additional information outlined in the attached letter.

The filing will remain pending until such time as the additional information is submitted and received.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

*SERFF Tracking Number:*      *NWLC-125991652*                      *State:*                      *Arkansas*  
*Filing Company:*              *National Casualty Company*                      *State Tracking Number:*      *41384*  
*Company Tracking Number:*      *NSHDTL-NC-2000*  
*TOI:*                      *H10G Group Health - Dental*                      *Sub-TOI:*                      *H10G.000 Health - Dental*  
*Product Name:*              *Dental - Employer, Association, Student*  
*Project Name/Number:*      *NSHDTL-NC-2000/NSHDTL-NC-2000*

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

SERFF Tracking Number: NWLC-125991652 State: Arkansas  
Filing Company: National Casualty Company State Tracking Number: 41384  
Company Tracking Number: NSHDTL-NC-2000  
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
Product Name: Dental - Employer, Association, Student  
Project Name/Number: NSHDTL-NC-2000/NSHDTL-NC-2000

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/19/2009  
Submitted Date 02/19/2009

Dear Rosalind Minor,

### Comments:

Thank you for continued consideration of the filing and your 01/21/2009 Objection Letter. Please review the Company's responses below.

### Response 1

Comments: We respectfully request withdrawal of MedSense Guaranteed Association.

### Related Objection 1

Applies To:

- By Laws (Supporting Document)

Comment:

With respect to each of the association groups, I need additional information outlined in the attached letter.

The filing will remain pending until such time as the additional information is submitted and received.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: By Laws

Comment:

Satisfied -Name: Consumers Direct Association of America

Comment: Consumers Direct Objection Responses

Consumers Direct AR Member List

Consumers Direct Financials (confidential)

Consumers Direct Brochure

Consumers Direct By Laws - attached under Supporting Documentation, By Laws component

Satisfied -Name: National Small Business Association

Comment: NSBA Objection Responses

NSBA Basic Membership Brochure

NSBA Info Sent to New Members 1

NSBA Info Sent to New Members 2

*SERFF Tracking Number:*      *NWLC-125991652*                      *State:*                      *Arkansas*  
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*Company Tracking Number:*      *NSHDTL-NC-2000*  
*TOI:*                      *H10G Group Health - Dental*                      *Sub-TOI:*                      *H10G.000 Health - Dental*  
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*Project Name/Number:*      *NSHDTL-NC-2000/NSHDTL-NC-2000*

**NSBA Multiflex Member Benefits**

**NSBA By Laws - attached under Supporting Documentation, By Laws component**

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Should you have additional questions or comments please do not hesitate to contact us.

Sincerely,

Ines Piquet, Shana Paladino-Ripp

*SERFF Tracking Number:* NWLC-125991652      *State:* Arkansas  
*Filing Company:* National Casualty Company      *State Tracking Number:* 41384  
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**Note To Reviewer**

**Created By:**

Ines Piquet on 03/11/2009 06:57 PM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

03/12/2009 02:56 PM

**Subject:**

RE: complete questionnaire information

**Comments:**

Dear Mrs. Minor,

Thank you for the February 20, 2009 Note to Filer. As you have noticed, we replied on February 26, 2009 conveying there are no outstanding material or responses the Company needs submit. We reviewed the questionnaire provided with the January 21, 2009 objections again. We would like to confirm that all requested items and information have been provided in our February 19, 2009 response.

Currently, we believe there is no missing information to prevent renewal of review. However, please relay your additional comments or concerns if you think otherwise.

Sincerely,

Lana Begunova

Filing Analyst

888-201-5123 ext. 151

*SERFF Tracking Number:* NWLC-125991652      *State:* Arkansas  
*Filing Company:* National Casualty Company      *State Tracking Number:* 41384  
*Company Tracking Number:* NSHDTL-NC-2000  
*TOI:* H10G Group Health - Dental      *Sub-TOI:* H10G.000 Health - Dental  
*Product Name:* Dental - Employer, Association, Student  
*Project Name/Number:* NSHDTL-NC-2000/NSHDTL-NC-2000

**Note To Reviewer**

**Created By:**

Ines Piquet on 02/26/2009 05:47 PM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

03/12/2009 02:56 PM

**Subject:**

RE: 02/20/09 Note To Filer

**Comments:**

Dear Mrs. Minor,

As a follow up to our yesterday's voice message, we would like to clarify which items outlined in the questionnaire should be submitted to consider the approval of Consumer Direct Association of America and National Small Business Association.

We appreciate your insight and assistance and look forward to receiving your response.

Sincerely,

Lana Begunova

Filing Analyst

888-201-5123 ext. 151

*SERFF Tracking Number:*      *NWLC-125991652*                      *State:*                      *Arkansas*  
*Filing Company:*              *National Casualty Company*                      *State Tracking Number:*      *41384*  
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*TOI:*                      *H10G Group Health - Dental*                      *Sub-TOI:*                      *H10G.000 Health - Dental*  
*Product Name:*              *Dental - Employer, Association, Student*  
*Project Name/Number:*      *NSHDTL-NC-2000/NSHDTL-NC-2000*

**Note To Filer**

**Created By:**

Rosalind Minor on 02/20/2009 02:43 PM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

03/12/2009 02:56 PM

**Subject:**

Association Groups

**Comments:**

If you still wish for us to consider the approval of Consumer direct Association of America and National Small Business Association, please provide the information outlined in the questionnaire that I attached to my objection letter.

*SERFF Tracking Number:*      *NWLC-125991652*                      *State:*                      *Arkansas*  
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*Company Tracking Number:*      *NSHDTL-NC-2000*  
*TOI:*                      *H10G Group Health - Dental*                      *Sub-TOI:*                      *H10G.000 Health - Dental*  
*Product Name:*              *Dental - Employer, Association, Student*  
*Project Name/Number:*      *NSHDTL-NC-2000/NSHDTL-NC-2000*

**Note To Filer**

**Created By:**

Rosalind Minor on 03/02/2009 08:10 AM

**Subject:**

Questionnaire

**Comments:**

This is in response to your Note to Reviewer.

With respect to the association group questionnaire, all questions must be answered and requested information submitted for our review.

SERFF Tracking Number: NWLC-125991652 State: Arkansas  
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 Product Name: Dental - Employer, Association, Student  
 Project Name/Number: NSHDTL-NC-2000/NSHDTL-NC-2000

## Form Schedule

**Lead Form Number:** NSHDTL-NC-2000

| Review Status   | Form Number       | Form Type                              | Form Name                            | Action  | Action Specific Data | Readability | Attachment                                   |
|-----------------|-------------------|--|--------------------------------------|---------|----------------------|-------------|--|
| Approved-Closed | NSHDTL-NC-2000    | Policy/Cont ract/Fraternal Certificate | Dental Policy                        | Initial |                      | 68          | NSHDTL-NC-2000 Policy.pdf                    |
| Approved-Closed | NSHDTL-NC-2500    | Certificate                            | Certificate of Coverage              | Initial |                      | 65          | NSHDTL-NC-2500 Certificate.pdf               |
| Approved-Closed | NSHDTL-2500-SCHED | Schedule Pages                         | Schedule of Benefits                 | Initial |                      | 66          | NSHDTL-2500-SCHED - Schedule of Benefits.pdf |
| Approved-Closed | NSHDTL-NC-2300    | Application/ Enrollment Form           | Application                          | Initial |                      | 0           | NC Policyholder Application121908.pdf        |
| Approved-Closed | NSHDTL-NC-2800    | Application/ Enrollment Form           | Enrollment Association/Students      | Initial |                      | 57          | NC Dental App 121908.pdf                     |
| Approved-Closed | NSHWPB-NC-2800    | Application/ Enrollment Form           | Enrollment Employee                  | Initial |                      | 60          | NC Employee Enrollment App 121908.pdf        |
| Approved-Closed | NSHDTL-NC-2400    | Certificate – Cosmetic Benefit         | Cosmetic Benefit Insurance Rider     | Initial |                      | 69          | NSHDTL-NC-2400 - Cosmetic Rider.pdf          |
| Approved-Closed | NSHDTL-NC-2400    | Certificate – Max Roll Forward         | Maximum Roll Forward Insurance Rider | Initial |                      | 67          | NSHDTL-NC-2400 - Maximum Roll Forward        |

*SERFF Tracking Number:* NWLC-125991652      *State:* Arkansas  
*Filing Company:* National Casualty Company      *State Tracking Number:* 41384  
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*TOI:* H10G Group Health - Dental      *Sub-TOI:* H10G.000 Health - Dental  
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*Project Name/Number:* NSHDTL-NC-2000/NSHDTL-NC-2000

|                     |                                  |   |  |         |    |   |
|---------------------|----------------------------------|---|--|---------|----|---|
|                     | Rider                            | Endorseme<br>nt or Rider  |  |         |    | Rider.pdf                                     |
| Approved-<br>Closed | NSHDTL-<br>NC-2400 -<br>Wellness | Certificate<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider | Wellness and/or<br>Health Care Services<br>Endorsement | Initial | 58 | NSHDTL-NC-<br>2400 -<br>Wellness<br>Rider.pdf |



# National Casualty Company

Home Office: One Nationwide Plaza, Columbus, Ohio 43216  
(Hereafter called We, Us or Our in this Policy)

[GROUP] [VOLUNTARY] [ASSOCIATION][STUDENT] DENTAL POLICY

**Policyholder:** [JOHN DOE CO.]  
**Policy Effective Date:** [January 1, 2008]  
**Policy Number:** [111]  
**[Policyholder Address:** [Address]]  
**[Associated Companies:** [Company name(s)]  
**[First Policy Anniversary:** [July 1, 2005]]  
**[Subsequent Policy Anniversaries:** Each [July 1]]  
**State or Other Jurisdiction of Issue:** [Any State]  
**[Eligible Classes:** [As defined by the Policyholder – insert eligibility requirements here]]

We agree to insure the Eligible Persons described in the Eligible Classes section of the Schedule of Benefits. We will do this while this Policy stays in force. We agree to pay the benefits of this Policy to the persons insured. Details of the benefits are shown in the certificates attached to this Policy. These certificates form a part of this Policy.

## Premiums

The Policyholder has applied for this Policy and understands that the required Premium must be paid to obtain the insurance and keep it in force.

## When This Policy Will Take Effect

This Policy will take effect at 12:00 A.M. standard time at the Policyholder's address on the Effective Date above, its date of issue.

We witness that this Policy is executed on its date of issue at Columbus, Ohio.

Signed for National Casualty Company

President

**Non-Participating Insurance which can be terminated by Us as described in the Policy.**

## GENERAL PROVISIONS

### Agency

The Policyholder and any administrator appointed by the Policyholder shall not be considered Our agents for any purpose. We are not liable for any of their acts or omissions.

### Entire Contract

The entire contract consists of:

1. this Policy;
2. the Certificate;
3. any Riders, Endorsements and Amendments, if any, adding or changing the provisions of the Policy or Certificate;
4. the Application of the Policyholder; and
5. [the Enrollment Form of the Certificate Holder.]

A copy of the Policyholder's Application is attached to this Policy on the date it is signed. All statements made in the Application and Enrollment Form, in the absence of fraud, are representations and not warranties. No statement made by an Insured Person under this Policy will be used to void insurance or deny a claim unless a copy of the statement is or has been given to that Insured Person.

### Individual Certificate

We will make a certificate available to each Insured Person under this Policy. Certificates will state the insurance protection to which a Covered Person is entitled and to whom the benefits are payable.

### Conformity With State Laws

The insurance laws of some states require that certain Policy provisions comply with the law of the state for all permanent residents of the state. Any Policy provision herein which does not conform with such law is hereby modified to the minimum extent necessary to satisfy legal requirements. However, any such provision is modified only for an Insured Person who is a permanent resident of the state at the time Covered Expenses are actually incurred as defined herein.

### Misstatements

If any relevant fact as to a Covered Person to whom this insurance relates is found to have been misstated, the true facts will be used to determine whether His insurance is in force under the Policy and in what amount. If the error has an effect on the Premium, an adjustment of the Premium due will be made.

### Non-Participating

This Policy is non-participating. This means that it does not share in Our surplus earnings.

### Assignment

No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us.

### Incontestability

[Except for material fraudulent misstatements,] this Policy will be incontestable, except for non-payment of premium, after it has been in force for two years.

### Clerical Error

Any clerical error by Us in keeping relevant records, or a delay in making any entry, will not void any insurance otherwise validly in force or continue insurance otherwise validly terminated. When a clerical error or delay is found, Premiums and benefits will be adjusted based on the true facts and the provisions of the Policy.

### Changes In Policy

The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our Executive Vice President or Our Corporate Secretary. Any changes will be made without the consent of, or notice to, any Insured Person. No agent has authority to contract directly with Us for this Policy or to change, alter or amend any of its terms or provisions in any way.

### Policyholder Required Information

Certain facts are needed to administer the Policy. We have the right to decide which facts We need. The Policyholder is required to comply with any reasonable request for information which We deem necessary to administer the Policy. We have the right to inspect any records of the Policyholder that have a bearing on the insurance or Premium under the Policy.

### **Incorporation Provision**

The provisions of the attached Certificate of Insurance, any Rider(s), and any Endorsement(s), including any Rider or Endorsement added after the Dental Policy Effective Date, are made a part of this Dental Policy. The Certificate(s) and Rider(s) attached to this Policy will control each Covered Person's coverage eligibility, effective date, termination date, benefits, limitations and exclusions.

### **New Entrants**

New persons to the groups or classes eligible for insurance must be added to the groups or classes for which they are eligible.

### **[Takeover Plan Verification**

Please refer to the section entitled **TAKEOVER OF EXISTING COVERAGE** in the Incorporated Certificate. The Policyholder's Application must be accompanied by a current month's billing from the current dental carrier, a copy of an in-force Certificate, as well as proof of the Effective Date for each Covered Person, if insured under the Prior Plan.]

## **PREMIUM PROVISIONS**

### **[Payment of Premiums {employer}**

The Premiums due under this Policy are payable in advance directly to Us. The first Premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the cover page of this Policy. The payment of any Premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the Grace Period provision.]

### **[Payment of Premiums {association}**

Premiums are payable monthly and agreed to by Us. Premiums must be paid to Us at Our Home Office or to Our Agent. The payment of any Premium will keep the coverage under the Policy in force to the next Premium due date, subject to the Grace Period provision.]

### **[Premium Calculation**

The total Premium owed to Us under this Policy is obtained by multiplying the number of Covered Persons [in each tier category] by the applicable Premium rates in effect for all Covered Persons covered under this Policy and then summing the results. All payments made to Us will be made in United States dollars.]

### **Premium Adjustments**

When additional or increased insurance begins or ends and the change is due to a change in the terms of this Policy, any adjustment in the Premium will be made as of the date the change is effective. Otherwise, any adjustment in Premium will be made on the Premium Due Date which occurs on or next follows the date of change (or the first day of the calendar month which occurs on or next follows the date of change if Premiums are payable other than monthly).

### **Changes in Premium Rates**

We have the right to change the Premium rates on any Premium Due Date after the Initial Term. After the Initial Term, We will not increase the Premium rates more than once in any [1, 3, 6, 12] month period. We will notify the Policyholder in writing at least [31, 45, 60] days in advance of any increase.

### **[Premium Rate Guarantees**

Any Premium rate guarantees are subject to the following provisions:

1. The benefits outlined in the Certificate as well as the eligibility remain unchanged;
2. There are no additions or deletions of subsidiaries or affiliates;
3. The census or geographic distribution does not change by more than [25]%;
4. The employer contribution, if applicable, to the Premium is not reduced.]

**[Policyholder Grace Period - Policyholder]**

A Grace Period of [31, 45, 60] days (without interest charge) is granted for the payment of any Premium Due Date after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the Premium is not paid by the end of the Grace Period all insurance under this Policy will end on the last day of the Grace Period, and the Policyholder will owe Us all Premiums then due and unpaid including the Premium for the Grace Period.

If the Policyholder gives Us written notice that insurance under this Policy is to be ended during the Grace Period, all insurance will end on the date We receive the written notice or the date specified, if later. The Policyholder will owe Us the pro-rata Premium for the time the insurance was in effect during the Grace Period.]{employer groups or groups where insured pays premium directly}

**TERMINATION OF INSURANCE**

The Policy will continue for as long as Premiums are paid or until it is terminated or cancelled. Notice to cancel or terminate the Policy may come from either the Policyholder or from Us. The Policyholder may cancel any or all of the insurance by giving Us written notice. It will terminate on the later of:

1. the date requested in the cancellation notice; or
2. the date We receive the notice.

We may terminate insurance as of a Premium due date with a [31-day] advance notice in writing to the Policyholder. However, prior to the first Policy anniversary, We may only do this:

1. if the Policyholder does not perform its duties under the Policy to Our satisfaction; or
2. [less than [50]% of those eligible are enrolled for insurance]; [or]
3. [if the Policyholder ceases to sponsor coverage under the Policy, or sponsors the same or similar coverage through another arrangement without Our written agreement.]

In either event, Premium is due and payable through the date on which coverage under the Policy terminates. If the Premium is not paid, the Policy will terminate as of the last day for which Premium was paid.

Insurance will end as provided above without the consent of, or notice to, any Covered Person, unless otherwise required by state law.

# National Casualty Company

Home Office: One Nationwide Plaza, Columbus, Ohio

## CERTIFICATE OF COVERAGE

[GROUP][VOLUNTARY][ASSOCIATION][UNDERGRADUATE][GRADUATE]  
[INTERNATIONAL][STUDENT] DENTAL PLAN

### INSURING AGREEMENT

The National Casualty Company has issued a Policy covering certain Eligible Classes of the Policyholder.

The Benefits of the Policy are described in this Certificate and Your Schedule of Benefits.

Final interpretation is governed by the Policy. You may review the Policy at the Policyholder's address during normal business hours. This Certificate replaces any and all Certificates previously issued for the eligible classes under the Policy. This Certificate describes the Policy in detail.

### NOTICE CONCERNING YOUR CERTIFICATE

The Benefits and provisions of the Policy are described in this Certificate.

Please read Your Certificate carefully. Keep it in a safe place.

**IMPORTANT NOTICE:** Benefits are payable only for listed Covered Procedures that were both started and completed while the patient is insured under the Policy, and after any applicable Benefit Waiting Periods have been served.

The Policy under which the Certificate is issued may at any time be amended or canceled, as stated in its provisions. Such an action may be taken without the consent of or notice to any Covered Person who Claims rights or Benefits under the Policy.

**[[10, 30] Day Right to Examine Certificate:** There is a [10, 30] day right to review this Certificate. If You decide not to keep it, it may be returned to the Policyholder, its agent or to Us within [10, 30] days of the original Certificate Effective Date. In that event, We will consider it void from the Certificate Effective Date and refund all Premium paid. Any Claims paid during the initial 10 day period will be deducted from the refund.] {sometimes required for association market}

Signed for National Casualty Company

President

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## GENERAL DEFINITIONS

**[Accredited:** The school, college or university has been evaluated and awarded accreditation by an accrediting agency that is recognized by the U.S. Department of Education or the Council on Higher Education Accreditation (CHEA) in Washington, DC.]

**[Actively at Work:** You are performing the normal duties of Your regular occupation and working Your normal hours. [You must be working at least [0-40] hours per week for the Policyholder on a [permanent] [Full-Time][Part-Time] basis and must be paid regular earnings.]

Your work site must be:

1. at the Policyholder's usual place of business; or
2. at a location to which the Policyholder's business requires You to travel.

You are not considered Actively at Work when You are off work or lose time due to illness, injury, leave of absence, strike or lay-off. [Paid days off] will count as Actively at Work if You were fully capable of performing the normal duties of Your regular occupation during [the paid days off], provided that You were Actively at Work on the last working day prior to [the paid days off.]]

**[Actively at Work:** You are reporting to the Policyholder's regular place of employment and carrying out the regular duties of Your occupation for the number of hours required to meet the definition of Eligible Person. [You will be considered Actively at Work on each day of a regular [paid vacation] or on a regular non-working day provided that You were Actively at Work on each day of [paid sick leave].] [You will be considered Actively at Work on each day of [regular paid vacation] or on a regular non-working day provided that You were Actively at Work [on the last working day].] [You will also be considered Actively at Work on each day of [paid sick leave] [or paid personal leave.]]

**Benefit:** The dollar amount payable by Us to a Claimant or assignee under the Policy.

**[Benefit Waiting Period:** The period of time starting on a Covered Person's Effective Date before Benefits for certain Services become payable. The Benefit Waiting Period is shown in the Schedule of Covered Procedures in the Schedule of Benefits.]

**[Calendar Year:** For the first year is the period of time that begins on the Effective Date and ends on December 31<sup>st</sup>. or subsequent years, it is the period of time that begins on January 1<sup>st</sup> and ends December 31<sup>st</sup>. [The Effective Date is shown in Your Schedule of Benefits.]]

**Certificate:** This document that provides a description of the Coverage available under the Policy.

**[Child or Children:** See definition of Eligible Dependent.]

**Claim:** A request for payment of covered Benefits.

**Claimant:** A person who has filed a Claim for Benefits under the Policy, as [an Insured Person] or as the dependent of [an Insured Person].

**Company:** Nationwide Life Insurance Company. Also hereinafter referred to as We, Our and Us.

**[Copayment:** Includes the Covered Person's Deductible, the Covered Person's coinsurance of the allowed treatment cost, any amount over the Maximum Benefit within the Plan Year, any charges for non-covered services, and any portion of the submitted fee that exceeds Our allowed Covered Expense.]

**Coverage:** The right of the Covered Person to receive Benefits subject to the terms, Conditions, limitations and exclusions of the Policy.

**Covered Dental Injury:** An injury to a Sound Natural Tooth sustained while insured under the Policy which is caused solely by a sudden violent act or accident which could not be predicted in advance or avoided.

**Covered Expense:** The lesser of:

1. the actual dental charge; or
2. the Maximum Reimbursement for a Covered Procedure.

**[Covered Dependent:** Your Eligible Dependent who is insured under the Policy.]

**Covered Person:** You [and Your Eligible Dependents whom] [provided] You have enrolled for insurance and paid any Premium due under the Policy.

**[Customary Maximum Allowable Charge (CMAC):** A CMAC is used if a Provider who is a Non-Participating Provider performs a Covered Procedure. The amount of the CMAC is equal to the lesser of:

1. the actual dental charge; or
2. the customary charge for the dental Service.

We determine the customary charge from within the range of charges made for the same Service by other providers of similar training or experience in that general geographic area.]

**[Deductible:** The amount of Covered Expense that must be paid in full by You each Plan Year (or lifetime, when applicable) for each Covered Person (or to the maximum per family limit, when applicable) who incurs expenses for a Covered Procedure before any Benefits are payable by Us.]

**Dental Hygienist:** Someone who is licensed to practice dental hygiene and is acting under supervision and direction of a Dentist, if required, and within the scope of his or her license.

**Dentist:** Any dental practitioner who is duly licensed and qualified under the law of jurisdiction in which treatment is received to render dental Services, perform dental surgery, or administer anesthetics for dental surgery.

**Denturist:** A person who is licensed to make fit, and repair artificial dentures and is operating under the scope of his or her license.

**[Domestic Partner:** An individual in a relationship with You that satisfies the following criteria:

1. [For at least [3,6, 12, 18, 24] consecutive months prior to Your Domestic Partner's Effective Date of Insurance, You and Your Domestic Partner, [have had a declaration of domestic partnership on file with a state or local government Domestic Partner Registry] [are and have been each other's sole Domestic Partner and have maintained the same principal place of residence]; and]
2. [Your Domestic Partner is at least 18 years of age; and]
3. [You and Your Domestic Partner are not married or related by blood; and]
4. [You and Your Domestic Partner are jointly responsible for each other's welfare and financial obligations; and]
5. [You and Your Domestic Partner have filed a Domestic Partner affidavit [with Us]; and]
6. [You and Your Domestic Partner are not legally married to anyone else.]]

**Effective Date:** The date on which insurance Coverage begins under the Policy.

**[Eligible Class:** A group of people who are eligible for Coverage under the Policy. [See the Schedule of Benefits for a list of Eligible Classes.] Each person of the Eligible Class will qualify for insurance on the date he or she completes the required Eligibility Waiting Period, if any.]

**[Eligible Dependent:** Includes:

1. Your Spouse (if not legally separated or divorced from You);
2. unwed Child from the moment of birth, until the Child attains Age [19-26]; and
3. [unwed Child who is a student may be covered until Age [22-35] provided such Child is a Full-Time Student and more than 50% dependent on You for support and maintenance and proof of the Child's enrollment as a Full-Time Student must be submitted to Us.]

Children include natural children, stepchildren, adopted children, [grandchildren] children Placed for Adoption, children appointed to Your custody by a court order, or foster children who are dependent upon You for support. Adopted children include a child where an Eligible Person has the assumption and retention of a legal obligation for total or partial support of a child in anticipation of the adoption of the child. Such child is no longer considered an Eligible Dependent upon the termination of that legal obligation.

[The term Eligible Dependent does not include any person who:

1. [is in full-time active duty in the armed forces of any country or international authority; or]
2. [lives outside of the United States [or Canada][Mexico]]; or
3. [is an Insured Person under the Policy.]]

**Eligible Person:** A person who [belongs to an Eligible Class as described in the Schedule of Benefits][is a registered Student, is enrolled, [attending class] and meets the eligibility requirements of the Policyholder's school].

**[Eligibility Waiting Period:** The continuous length of time a Covered Person must serve in an Eligible Class to reach his or her eligibility date and begin his or her Coverage [and Your Eligible Dependent Coverage.] [The Eligibility Waiting Period is shown in the Schedule of Benefits.]]

**[Emergency Treatment:** Treatment for a dental condition or symptom resulting from a dental disease or injury that arises suddenly and, in the judgment of a reasonable person, requires immediate care and treatment, and such treatment is sought or received within [24, 48, 72] hours of onset [or as soon as reasonably possible].

**[Enrollment Form:** The document completed by You in electing Coverage under the Policyholder's Policy.]

**[Family Member:** A person who is related to the Covered Person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or Child (includes legally adopted, step or foster child). A Family Member includes an individual who normally lives in the Covered Person's household. ]

**[Full-Time:** A regular workweek as defined by the Policyholder. We have the right to verify the hours worked by reviewing payroll records and/or income tax records. ]

**[Full-Time Student:** A student who is enrolled in an Accredited educational institution or licensed trade school and considered full time according to the institution or school that he or she is attending.]

**Group:** A Policyholder or entity who has entered into a contract with Us to provide Coverage under the Policy.

**[In-Network Benefits:** Dental Benefits provided under this Certificate for Covered Procedures that are provided by a Participating Provider.]

**Insured Person:** A person who is an Eligible Person, [who has qualified for insurance by completing the Eligibility Waiting Period, and for whom insurance under the Policy has become effective][who is enrolled at and meets the eligibility requirements of the Policyholder's school].

**[Leave of Absence:** An arrangement where You and the Policyholder agree that You will not be Actively at Work for a specific period of time and You are expected to be Actively at Work at the end of that period. Refer to When Your Insurance Ends to determine how long Your Coverage can be continued during a Leave of Absence.]

**[Maximum Lifetime Benefit:** The maximum amount payable for each Covered Person under this Policy [for Orthodontia Services] during his or her lifetime. This maximum is shown in the Schedule of Benefits.]

**Natural Tooth:** Any tooth or part of a tooth that is:

1. organic and formed by the natural development of the body (i.e. not manufactured). Organic portions of a tooth include the clinical crown, enamel, dentin, cementum, root, and the enclosed pulp (nerve); and
2. performing its normal role in the mastication (i.e., chewing) process in the Covered Person's upper or lower arch and which is opposed in the Covered Person's other arch by another Natural Tooth or prosthetic (i.e., artificial) replacement. Third Molars are not considered Natural Teeth for purposes of the Policy.

**[Non-Participating Provider:** A Provider who is not a Participating Provider. These Providers have not entered into an agreement with us to limit their charges. ]

**[Out-of-Network Benefits:** Dental Benefits provided under this Certificate for Covered Procedures that are not provided by a Participating Provider.]

**[Part-Time:** A schedule of work defined as part-time by the Policyholder. We have the right to verify the hours worked by reviewing payroll records and/or income tax records. ]

**[Participating Provider:** A Provider who has been selected by Us for inclusion in the Participating Provider Program. These Participating Providers agree to accept Our Participating Provider Maximum Allowed Charges as payment in full for Services rendered. When dental care is given by Participating Providers, the Covered Person will generally incur less out-of-pocket cost for Services rendered.]

**[Participating Provider Maximum Allowable Charge (MAC):** The MAC is used if a Provider who is a Participating Provider performs a Covered Procedure. This is the amount that the Provider has agreed with Us to accept as payment in full for a dental Service. The MAC may also be used for Non-Participating Providers. ]

**[Participating Provider Program:** Our program to offer a Covered Person the opportunity to receive dental care from Providers who are designated by Us as Participating Providers.]

**[Participating Provider Program Directory:** A list that is periodically updated and consists of selected Providers who:

1. are located in Your area; and
2. have been selected by Us to be Participating Providers and part of the Participating Provider Program. ]

**[Placement for Adoption; Placed for Adoption:** A Child is placed in Your physical custody for the purpose of adoption.]

**Plan Year:** The period of time shown in the Schedule of Benefits as Calendar Year or Policy Year. ]

**Policy:** The agreement between Us and the Policyholder which states the terms, conditions, limitations, and the exclusions regarding Coverage.

**[Policy Anniversary:** The month and day as shown [on the Schedule of Benefits][in the Policy] as the Policy Anniversary.]

**[Policy Year:** For the first year is the period of time that begins on the Effective Date and ends on the day before the next following Policy Anniversary. For subsequent years, it is the period of time that begins on the first and each subsequent Policy Anniversary and ends on the day before the next Policy Anniversary. [The Policy Year is shown in Your Schedule of Benefits.]]

**[Policyholder:** The organization [named in the Schedule of Benefits] who has contracted with us to provide benefits to You.]

**[Premium:** The periodic fee required to maintain Coverage for each Eligible Person and Dependent in accordance with the terms of the Policy.]

**[Prior Plan:** The plan providing similar insurance Benefits carried by the Policyholder on the day before [the Policy's] Effective Date with Us.]

**Provider:** [The Preferred Treatment Location as shown in Your Schedule of Benefits or] A, Dentist, Dental Hygienist, or a Denturist as defined in this section. [Provider does not include a Family Member.]

**Reservist:** A member of a reserve component of the Armed Forces of the United States. Reservist also includes a member of the Army National Guard and the Air National Guard.

**Schedule of Benefits:** This document shows You the amount of Benefits provided under the Policy.

**[Scheduled Allowable Fee (SAF):** The plan uses a fee schedule to determine the amount payable for a Covered Procedure. This is the maximum charge that We allow for each Covered Procedure, regardless of the fee charged by the Provider. ]

**Service:** A procedure or supply which is performed by a Provider in connection with the dental care of a Covered Person. It is required and appropriate for treatment of the Covered Person's dental condition according to broadly accepted standards of dental care as determined by Us or Our dental consultants.

**[Sign or Signed:** The use by a person of a symbol or method with the present intention to authenticate a record. [Such authentication may be executed and/or transmitted by paper or electronic media, provided it is acceptable to Us and consistent with applicable law.]]

**Sound Natural Tooth:** A Natural Tooth which is fully restored to function, does not have any decay, is not more susceptible to injury than a virgin tooth, and is without periodontal disease.

**[Spouse:** Your lawful Spouse who is an Eligible Dependent. [The term also includes [a registered] Domestic Partner or civil union partner who is an Eligible Dependent, where allowed by law.]]

**[Student:** A registered Student, [resident] [fellow]. [postdoctoral fellow], [domestic], [international Student] who is enrolled in a participating college, [taking at least [1-15] credit hours or more] [and is physically and actively attending classes for at least [1-31] days after their Effective Date of Coverage under the Policy].]

**Treatment Plan:** The Provider's report of recommended treatment on a form satisfactory to Us which:

1. itemizes the dental Services; and,
2. lists the charges for each itemized Service; and
3. is accompanied by supporting pre-operative X-rays and other appropriate diagnostic materials required by Us.

**We, Us, Our, and Insurer:** Means National Casualty Company.

**[Written or Writing:** A record which is on or transmitted by paper or electronic media which is acceptable to Us and consistent with applicable law.]

**You and Your:** Refers to an Insured Person.

Other terms are defined elsewhere under the Certificate.

## [COVERED PERSONS PREMIUMS

### **When are Your Premiums due?**

The first Premium for each Covered Person is due on the date he or she becomes covered under this Policy.][he or she enrolls for insurance under the Group Policy.] Each Premium after the initial Premium is due at the end of the period for which his or her preceding Premium was paid. [See the Schedule of Benefits for the Frequency of Premium payment.]

### **What happens if You are late with a Premium payment?**

A Grace Period of [30,31,45,60, 90] days from the Premium due date is allowed for each Covered Person for payment of each Premium due after the initial Premium. The Covered Person's insurance will be continued during the Grace Period. If the Covered Person incurs a covered loss during the Grace Period, You will be liable to us for payment of any Premium accruing during the period we continued his or her Coverage under this provision.

The Grace Period will not continue Coverage beyond a date as described in the “**When will Your Coverage end?**” provision.]

## WHEN COVERAGE BEGINS AND ENDS

### Who is eligible?

*Eligible Person:* [An individual is eligible for Coverage if he or she is in an Eligible Class as [described in the Schedule of Benefits][defined by the Policyholder] and if he or she satisfies any Eligibility Waiting Period as [described in the Schedule of Benefits][defined by the Policyholder].] [All registered Students who pay [full registration fees] and [actively attend class] [or [have matriculated] at the Policyholder's school for at least the first [0-31] days of the Policy Term] are [eligible to enroll] in the Policy [for the Fall, Winter, Spring] [for the Fall, Winter, Spring, and Summer Terms] [for the term enrolled]. Except in the case of medical withdrawal due to Sickness or Injury, any Student withdrawing from school during the first [0-31] days of the period for which Coverage is purchased, will not be covered under this Policy and a full refund of Premium will be made minus the cost of any claim Benefits made by Us. Students withdrawing after such [0-31] days will remain covered under the Policy for the term purchased and no refund will be allowed. Each Student, as determined by the school and the Company, is eligible for Coverage under this Policy.][Scholars, visiting and otherwise defined by the school, are also eligible for Coverage under this Policy.]

[[*Credit Hour Requirements*]: An Eligible Person must be registered for more than [one (1) –fifteen (15)] credits in a quarter/semester. [The following courses are excluded from being applied towards the required minimum credit hours:

1. [Distance Learning Courses]
2. [Courses taken as audit ]
3. [Courses taken as Pass/Non-Pass]
4. [Courses taken Grad Non-Degree]
5. [Home Study]
6. [Correspondence]
7. [TV courses]]

*[Eligible Dependent:* Your Eligible Dependents are also eligible for Coverage, provided that You are insured under the Policy and that Dependent Coverage is provided under the Policy.]

*[Dual Eligibility Status:* If both an Eligible Person and his or her Spouse are in an Eligible Class of the Policyholder, [each may enroll individually or as a Dependent of the other, but not as both. Any Eligible Dependent Child may also only be enrolled by one parent/guardian. If the Spouse carrying dependent Coverage ceases to be eligible, please notify Us immediately. Dependent Coverage then becomes effective under the other Spouse's Coverage].

### When do You enroll?

Enrollment is when an Eligible Person completes an Enrollment Form giving the information We require. [As the Eligible Person, if You are required to pay all or part of the Premium for Coverage, You must [acknowledge Your permission to the Policyholder to withhold such Premium from Your Pay][agree to make the required contributions and pay the first premium at time of enrollment.] The enrollment for Coverage may be written or electronic on an Enrollment Form furnished or approved by Us.

*Eligible Person:* An Eligible Person who has met all eligibility requirements of the Group prior to the effective date of the Policy may request enrollment during the enrollment period that precedes the Effective Date of the Policy. After the Effective Date of the Policy, a [new, newly hired] Eligible Person must request enrollment [during the Eligibility Waiting Period][no later than [30, 31, 45, 60, 90] days after [the date of hire][the end of the Eligibility Waiting Period][the date he or she becomes eligible]. An Eligible Person who does not enroll as indicated above [will be considered a late enrollee][and][may not enroll until the next annual enrollment period unless there is a Change in Family Status, as described below]. [Benefits may be limited for late enrollees under the Takeover of Existing Coverage section of this Certificate.] [Additional Benefit Waiting Periods may apply.] {or}

[An Eligible Person who has met all eligibility requirements of the Policyholder may enroll at any time throughout the Plan Year. The Enrollment Form must be completed and Signed on or before the desired Effective Date of Coverage.]

*[Eligible Dependent:* If the Policy provides for Dependent Coverage, an Eligible Person may request enrollment of his or her Dependents at the time he or she requests enrollment for himself per the above. If You acquire a new Dependent, as an Insured Person, You may request enrollment per the *Change in Family Status* provision below. [If Eligible Dependents are not enrolled at this time, the Dependent will be considered a late enrollee.] [The Dependent

may not enroll [until the next annual enrollment period] unless there is a *Change in Family Status*, as described below.] [Proof of the Dependent relationship may be required by Us.]

*[Change in Family Status:* Eligible Persons may enroll or change their Coverage if a change in family status occurs, provided an Enrollment Form is received within [30, 31, 45, 60, 90] days of the event. A change in family status means any of the following:

1. Marriage [or lawful domestic partnership]; and,
2. Divorce or legal separation; and,
3. Birth, adoption, or Placement for Adoption of a Child; and,
4. Death of a Spouse or Child; and
5. A court or administrative order requiring the Eligible Person to provide Coverage for his or her Child; and
6. Other changes as permitted by the Policyholder and Us.]

*[Newborn and Adopted Children/Children Placed for Adoption:* Your newborn or adopted child will be covered for the first [30,31,45,60,90] days following their birth, adoption, or Placement for Adoption. To continue Coverage beyond that [30,31,45,60,90]-day period, You must [notify Us in writing of the Child's date of birth, adoption, or Placement for Adoption][enroll the Child] at any time during the [31,45,60,90]-day period. Any required Premium must be paid when due from the date of birth, adoption, or Placement for Adoption. Otherwise, Coverage for that Child will terminate as soon as the [30,31,45,60,90]-day period expires.]

*[Annual Enrollment:* Eligible Persons may enroll themselves and their Eligible Dependents during an annual enrollment period, as specified by the Policyholder and Us.]

#### **When will Your Coverage begin?**

[If the Policyholder requires You to contribute toward the cost of all or part of the insurance, such insurance will not become effective for You before the first premium is paid.]

Subject to [the Eligibility Waiting Period] [and] Your enrollment [and payment of any Contributory portion of the premium due], You will become insured under the Policy at 12:00 AM at the main office of the Policyholder on Your first day of Coverage. [If You are not Actively at Work on the date Your insurance Coverage would begin, Your insurance will begin on the date You come back to Active Work.]

#### **[When will Coverage begin for Your Dependents?**

Subject to the enrollment procedure described above and payment of the Premium due, Your Dependents will become insured on the same date and at the same time as You. If You acquire additional Dependents after Your Effective Date of Coverage and have Dependent Coverage, and provided You enroll Your Eligible Dependents as indicated above, the Effective Date of the newly acquired Dependents will be [the date We accept the new enrollment], [the first of the month following the event causing eligibility][the first of the month following] the date You complete and Sign the Enrollment Form requesting Coverage], [subject to timely payment of any Premium due]. If You acquire additional Dependents after Your Effective Date of Coverage and do not have Dependent Coverage, and provided You enroll Your newly Eligible Dependents as indicated above, the Effective Date will be:

1. [for Your Spouse, the first of the month following the event causing eligibility];
2. [for newborn children from the moment of birth];
3. [for adopted children the date of Placement for Adoption];
4. [for all other Eligible Dependents, the date You enroll such Dependent];

[subject to payment of any Premium due]. If Your Dependent is enrolled as a result of a court or administrative order, Coverage for such child shall take effect on the [date of enrollment][date of the order], if We are notified in accordance with our enrollment guidelines] [and] [once the required Premium, if any, has been paid].]

#### **[When will Benefits and/or rates change?**

*Change in Eligible Class [or Location]:* The amount of Your Benefit [and/or Benefits for Your Covered Dependents] may change if You become insured under a different Eligible Class [or You move.]

[The change][If the change would increase the amount of insurance, the increase] takes effect on the [first day of the Policy month [in which You are Actively at Work] following the] latest of the date:

1. [the change is effective; or]
2. [You] [the Policyholder] tell[s] Us [in Writing] about a change in Class [or location]; or
3. [the Premium is paid based on the change.]

[If the change would *decrease* Your amount of insurance, the decrease takes effect [the first day of the Policy month [in which You are Actively at Work] following the date of the change][on the date of the change.]]

### **When will Your Coverage end?**

All of Your insurance under the Policy will terminate at 11:59 p.m. at the main office of the Policyholder on the earliest of the following dates:

1. [The [date] [last day of the month in] which Your employment terminates. For the purposes of insurance coverage Your employment will terminate when You are no longer Actively at Work. [However, if You are not Actively at Work due to Illness or Injury, Your insurance will be continued in force under the Policy until the earlier of:
  - a. the date on which We receive Written notice from the [Plan Sponsor] that Your insurance is terminated.
  - b. the end of the [[3,6,12,18,24] month] period following the date on which You were last Actively at Work]]
2. The date the Policy terminates;
3. [[The date] Your [employer, company] ceases to be an Affiliated [employer, company] with the Policyholder;]
4. The [date][last day of the month] in which You cease to be an Eligible Person[,except due to a Leave of Absence];
5. The date specified by Us in written notice to You that Your Coverage ends due to fraud or misrepresentation;
6. The [date][last day of the month in which] We receive written notice from You or Policyholder telling Us to terminate Coverage of a Covered Person or the date requested in that notice, whichever is later;
7. The last day of the period for which premium was paid, if a premium is not paid when due;
8. The [date] [last day of the month] in which] the Policy is changed to end the insurance for Your Eligible Class;
9. [The [date][last day of the month in which] You retire unless Your insurance is continued in a retired Eligible Class [as defined by the Policyholder][as shown in the Schedule of Benefits];]
10. [For retirees, the date Your status as a retiree ends in accordance with the Policyholder's retirement plan];
11. [The [date][last day of the month in which] You enter full-time active duty in the armed forces of any country or international authority];
12. [The [last day of the month following][date of] Your [60<sup>th</sup>,65<sup>th</sup>,70<sup>th</sup>-75<sup>th</sup>] birthday;]
13. [The day after the last day of study in the sponsored program;]
14. [The date of departure from the United States;]
15. [The last day of [Spring][Summer] term;]
16. [The date the Covered Person departs the Policyholder's school for their home country for a period in excess of [30, 31, 45 60, 90] consecutive days. No Benefits will be payable for any medical treatment received in the Covered Person's Home Country;]
17. The date of Your death.

[Upon written request [within [15 – 60] days of leaving school], We will refund any unearned pro-rata Premium with respect to such person.] [We will refund the unearned pro-rata Premium to such person upon request.]

[In addition, Coverage will be terminated on the first day of the calendar month following any month in which the number of hours worked falls below the minimum required hours as elected by the Policyholder.]

[*Leave of Absence*: Any Leave of Absence must have been authorized [in Writing] by Your Employer. All premiums otherwise required by the Policy must be paid in order for any continuance of insurance provision to be applicable.]

[If Coverage is continued in accordance with the *Leave of Absence* provision above, such continued Coverage will cease immediately if any one or more of the following events occurs:

1. The leave terminates prior to the agreed upon date;
2. The Policy terminates [or Your employer ceases to be [an Affiliated employer of] the Policyholder];
3. You or the Policyholder fail to pay premium when due; or
4. The Policy no longer insures Your Eligible Class.]

### **[When will Coverage end for Your Dependent?**

Your Dependent's insurance under the Policy will terminate at 11:59 p.m. at the main office of the Policyholder on the earliest of the following dates:

1. The date the Policy terminates;
2. [The [date][last day of the month] the Dependent ceases to be an Eligible Dependent] or [if the Dependent ceases to be an Eligible Dependent, the earliest of:
  - a. the [date][last day of the month] the Dependent reaches his or her maximum age under the Policy; or
  - b. the [last day of the month] following a [1,2,3] year period of time from the date the Dependent lost eligibility];

3. The [date][last day of the month] in which You cease to be insured under the Policy, [unless Benefits are extended under the “**Will Benefits be extended beyond the termination date for any reason?**” provision noted below];
4. The [date][last day of the month in which] You cease to be in an Eligible Class for Dependent Coverage;
5. The last day of the period for which premium was paid, if a premium is not paid when due;
6. The [date][last day of the month] We receive written notice from You or the Policyholder telling Us to terminate Coverage on any Dependent or the date requested in that notice, whichever is later;
7. The [date] the Policy is changed to end the insurance for Your Eligible Class;
8. [The [date] that the Dependent enters full-time active duty in the armed forces of any country or international authority];
9. [For Your Dependent Spouse [the [last day of the month following][date of][Your][His] **60<sup>th</sup>, 65<sup>th</sup>, 70<sup>th</sup>, 75<sup>th</sup>** birthday];
10. [The [date][last day of the month in which] You retire;]
11. The date of Your death, [unless Benefits are extended under the “**Will Benefits be extended beyond the termination date for any reason?**” provision noted below].]

*[Handicapped Dependent Children:* Insurance will continue for a handicapped Child who has attained either limiting Age shown above, if such Child is unwed and mentally or physically incapable of earning their own living; and dependent on You for support and maintenance and was covered on the day immediately prior to attaining the limiting Age. Proof of incapacity must be furnished to Us within **[30, 31, 45, 60, 90]** days of attainment of the limiting Age.]

*[Notice Required When Your Coverage Terminates:* We must be informed within **[30, 31, 45, 60, 90]** days of the date Your Coverage terminates for any reason. Failure to provide timely notice will not continue Your insurance past the time it would have otherwise ended as provided above. In the event Premiums have been paid to Us on Your behalf after Your Coverage should have terminated, We will refund the Premium for the period for which Premiums were paid in error up to a maximum of [1, 2, 3] Policy months [or to the last Policy Anniversary, whichever is less]. If We are not notified that Your Coverage is terminated and We pay any Benefits for Your Covered Expenses incurred after the date Your Coverage terminated, [the full amount of those Benefits will be considered an overpayment which must be repaid to Us][or You will be responsible for payment of all Premiums due through the Policy month in which Benefits were paid].]

**[What happens to Your insurance when You retire?**

As a retiree, You are eligible for insurance under the terms of the Policy if You were Actively at Work and covered for insurance on the day immediately preceding the date of Your retirement and You have retired in accordance with the Policyholder’s retirement plan.]

**[Will Benefits be extended beyond the termination date for any reason?**

If Your insurance ends while a Covered Person is in the process of having dental work completed under this Policy, there will be an additional **[30, 31, 45, 60, 90, 120, 180]** days for completion if:

1. the dental expense is incurred while insured under this benefit; and
2. the dental procedure is completed within **[30, 31, 45, 60, 90, 120, 180]** days after Coverage terminates.

[If, for any reason other than death, You cease to be insured under this Policy, Benefits for Orthodontia Services will be paid to the date Your Coverage terminates. The final payment will be determined on a pro rata basis.] In the event of Your death, Covered expenses, [including orthodontic expenses] for Your Covered Dependents will continue [at no charge] until the earliest of:

1. the [date][last day of the month] the Covered Dependent ceases to be an Eligible Dependent; or
2. the date Your Covered Dependent becomes insured under another group dental plan; or
3. the date the Policy terminates; or
4. [the first of the month following] one month from the date of Your death.

If a Dependent Child no longer meets the definition of a Dependent, Benefits for Orthodontia Services will continue to be paid, according to the terms of this Policy, as long as:

1. the active orthodontic appliance was first placed while the Dependent Child was covered; and
2. the Dependent Child continues to receive orthodontic treatment; and
3. Your Coverage under this Policy continues.]]

**[What happens if You return to [Active Work][eligible status]?**

*[After release from active duty:* If Your insurance or Your Eligible Dependent’s insurance ends due to Your being called or ordered to full-time active duty in the armed forces of any country or international authority, such insurance will be reinstated without any Eligibility Waiting Period when You return to Active Work.]

*[After [termination of employment][or][loss of eligibility]: If You [return to Active Work] [or] [meet the definition of Eligible Person] [within the same Plan Year][but no more than][within] [30,31,45 60, 90, 120,180] days of the date Your Coverage terminated][within the same Plan Year], You may [become an Insured Person][re-enroll for insurance under this Policy]. [We will waive the Eligibility Waiting Period and give You and Your Covered Dependents credit for any portion of the [Deductible] [and] [Benefit Waiting Period] satisfied prior to termination.]]]*

## [TAKEOVER OF EXISTING COVERAGE

### **How are Benefits paid differently if this is a Takeover Benefit plan?**

The following provisions are applicable if this dental plan is replacing an existing group dental plan in force (referred to as "Prior Plan") at the time of application. These are called "Takeover Benefits." The Schedule of Benefits shows if Takeover Benefits apply.

*Benefit Waiting Period Credit:* When We immediately take over an entire dental group from another insurance company, those Covered Persons of the Prior Plan on the day immediately prior to the takeover Effective Date will receive Benefit Waiting Period credit if they are eligible for Coverage on the Policy Effective Date of Our plan [and were covered under the Prior Plan continuously for a [6, 12, 18, 24 ] month period]. The Benefit Waiting Period credit does not apply to new Insured Persons, Eligible Dependent add-ons, Late Entrants, or re-enrollees.

#### *[Deductible Credits*

1. [For Calendar Year Plans: Deductible credits will be granted for the amount of Deductible satisfied under the Prior Plan during the current Calendar Year. ]
2. [For Policy Year Plans: The Deductible will begin anew on the Policy's takeover Effective Date, which marks the start of a new Policy Year. ]]

#### *[Plan Year Benefit Maximum*

1. [For Calendar Year plans: All paid Benefits applied to the Plan Year Benefit Maximum under the Prior Plan will also be applied to Plan Year Benefit Maximum under this Certificate during the current Calendar Year.]
2. [For Policy Year plans: The Plan Year Benefit Maximum will begin anew on the policy's takeover Effective Date, which marks the start of a new Policy Year.]]

[If You had Coverage for Orthodontia Services for Your covered Dependent Children under the Prior Plan and You have Coverage for Orthodontia Services under this Certificate, We will not pay Benefits for expenses for Orthodontia Services unless:

1. You submit proof that the Maximum Lifetime Benefit for Orthodontic Services for this Certificate was not exceeded under the Prior Plan;
2. treatment for Orthodontia Services was started and bands or appliances were inserted while insured under the Prior Plan; and
3. treatment for Orthodontia Services is continued for Your Covered Dependent under this Certificate.]

### **[What is the Lifetime Maximum under this Takeover Benefit plan?**

If You submit the required proof, the Maximum Lifetime Benefit for treatment for Orthodontia Services, it will be the lesser of this Certificate's Maximum Lifetime Benefit for Orthodontic Services or the Prior Plan's Orthodontic Maximum Lifetime Benefit. The Maximum Lifetime Benefit for Orthodontia Services payable under this Certificate will be reduced by the amount paid or payable under the Prior Plan.]

### **[Does the Prior Carrier have any responsibility for treatment costs?**

The prior carrier is responsible for costs for procedures begun prior to the Effective Date of this Coverage.]

### **[What if a Covered Person has had prior extractions?**

If:

1. treatment is dentally necessary due to an extraction which occurred before the Effective Date of this Coverage while a Covered Person was covered under the Prior Plan; and
2. treatment would have been covered under the Policyholder's Prior Plan; then

We will apply the expenses to this plan as long as they are Covered Procedures under both this Certificate and the Prior Plan.]

### **[How is Coverage for treatment in progress handled?**

If a Covered Person was covered under the Prior Plan on the day before this Certificate replaced the Prior Plan, the Covered Person may be eligible for Benefits for treatment already in progress on the Effective Date of this Certificate. However, the expenses must be Covered Procedures under both this Certificate and the Prior Plan. This is subject to the following:

*Extension of Benefits under Prior Plan.* We will not pay Benefits for treatment if:

1. the Prior Plan has an Extension of Benefits provision;

2. the treatment expenses were incurred under the Prior Plan; and
3. the treatment was completed during the extension of Benefits.

We will consider only the percentage of treatment completed beyond the extension period to determine any Benefits payable under this Certificate.]]

## COVERAGE PROVISIONS

### What Benefits are provided to Covered Persons?

Upon receipt of Proof of Loss that a Covered Person has incurred a Covered Procedure as shown in the Schedule of Covered Procedures, We will determine if Benefits are payable.

Before we determine Benefits, the Covered Person must satisfy any Benefit Waiting Periods and the Deductible, if applicable. We then pay the Percentage of Covered Expense, subject to the Plan Year Benefit Maximum, for Covered Procedures. The Covered Procedure must be for:

1. necessary dental treatments to a Covered Person while his or her Coverage under the Policy is in force; and
2. treatment, which in Our opinion has a reasonably favorable prognosis for the patient.

The procedure must be performed by a Provider.

Additionally, the benefit payable is subject to the following:

1. The Covered Procedure must start and be completed while the Covered Person's Coverage is in force, [except as provided in the "Takeover of Existing Coverage" section of this Certificate].
2. Each Covered Procedure may be subject to specific Frequency Limitations, as shown on the Schedule of Covered Procedures.
3. Other limitations and Exclusions that may affect Coverage are shown in the "Exclusions" section of this Certificate.

A Covered Person may choose a Provider of his or her choice, and may choose the Services of a Provider who is either a Participating Provider or a Non-Participating Provider. Benefits under this Certificate are determined and payable in either case. If a Participating Provider is chosen, the Covered Person will generally incur less out-of-pocket cost unless the Policyholder has selected an In-Network only plan [or if treatment is for Emergency Treatment]. If a Covered Person must receive Emergency Treatment and an In-Network or Participating Provider is not available to immediately treat the condition and a Non-Participating Provider is available to do the Emergency Treatment, We will pay Benefits as if the Emergency Treatment is provided by a Participating Provider.]

### [How does a Deductible affect a Covered Person's Benefits?

The Deductible is applied chronologically according to the dates on which the Covered Procedures on a Claim were processed by Us. The amount of the Deductible is shown in the Deductible section of the Schedule of Benefits.]

### [How does a Benefit Waiting Period affect a Covered Person's Benefits?

If a Covered Procedure is started before the Benefit Waiting Period for that procedure ends, that procedure is not covered under the Policy. If a Covered Person's Coverage under the Policy ends and then the Person later becomes insured again, that Covered Person's Effective Date is the most recent Effective Date unless stated otherwise in the Policy. The Benefit Waiting Periods for Covered Procedures are listed in the Schedule of Covered Procedures.] [If You are a late enrollee, an additional 6 month Benefit Waiting Period will apply for Procedure Classes [B, C, D].]

### [Do You need a referral to see a Provider other than those indicated as Preferred Treatment Locations?

You must first seek services from a Preferred Treatment Location (PTL). If the PTLs cannot provide the service needed, You must obtain an initial referral that verifies that the services were not available at the PTL. You are then free to seek services without penalty with a Provider outside of the PTL. Expenses incurred for treatment rendered outside of a PTL for which no referral is obtained will be excluded from Coverage.

A referral for outside care is necessary except under the following Conditions:

1. Dental Emergency;
2. When the PTL is closed [for 4 or more continuous days] due to official holidays or breaks;
3. Dental care received when the Insured Person is more than [25-50] miles from campus; or
4. Dental care obtained when the Insured is no longer able to use the PTL due to change in Student status.

[A written referral from the PTL is required for any follow-up care, with a Provider other than the PTL, after Emergency services.]

[Each written referral is valid for [30, 31, 45, 60, 90, 120, 180] days unless a greater time period is indicated on the referral form.]

[A PTL referral does not constitute a guarantee of Benefits when treatment is provided outside the PTL.]

[Dependents are not eligible to use the PTL, and therefore, are exempt from the PTL referral requirement.]

**[If Benefits are not paid at 100%, how does the Percentage of Covered Expense affect Benefits?**

The Percentage of Covered Expense is the percentage of the Covered Expense that We will pay for a Covered Procedure. The percentage applicable to a Covered Person may vary by Covered Procedure and the length of time the Covered Person has been continuously covered for dental insurance. The Percentage of Covered Expense for a Covered Procedure is shown in the Schedule of Benefits.]

**How are Covered Expenses determined?**

The Covered Expense is based on the Maximum Reimbursement for Your plan. For Your plan, the Maximum Reimbursement is based on [CMAC][MAC][SAF][Billed Charges from a Preferred Treatment Location] and is shown in the Schedule of Benefits.

**Is there a Plan Year Maximum Benefit?**

The Plan Year Benefit Maximum is the maximum benefit payable by the Policy for all Covered Procedures completed in a Plan Year. This maximum will apply even if a Covered Person's Coverage is interrupted or if a Covered Person has been covered both as an Insured Person and as a Covered Dependent during a Plan Year. The Plan Year Benefit Maximum is listed in the Schedule of Benefits.

**For purposes of Benefit payments, when does a procedure start?**

For benefit determination purposes, the following will define the date on which certain Covered Procedures will be deemed started for:

1. Full Dentures or Partial Dentures, on the date the first impression is taken;
2. Fixed Partial Dentures (including Maryland Bridges), Crowns, Inlays, Onlays and other laboratory prepared restorations, on the date the teeth are first drilled down to receive the restoration;
3. Root Canal Therapy, on the date the pulp chamber is first opened;
4. Periodontal Surgery, on the date the surgery is actually performed; and
5. all other treatment, on the date the Service is performed.

**[Note:** If Orthodontia Services are covered, see the Schedule of Covered Procedures in the Schedule of Benefits for Start Dates.]

**For purposes of Benefit payments, when is a procedure completed?**

For benefit determination purposes, the following will define the date on which certain Covered Procedures will be deemed completed for:

1. Root Canal Therapy, on the date the canals are permanently filled;
2. Fixed Partial Dentures (including Maryland Bridges), Crowns, Inlays, Onlays, and other laboratory prepared restorations, on the date the restoration is permanently cemented in place;
3. Dentures and Partial Dentures, on the date that the final completed appliance is first inserted in the mouth (However, no denture or partial denture will be considered completed unless and until it is accepted by the patient.); and
4. all other treatment, on the date the procedure is started.

**[Note:** If Orthodontia Services are covered, see the Schedule of Covered Procedures in the Schedule of Benefits for Completion Dates.]

**When does a Covered Person have to obtain a Pre-estimate for the cost of the Procedure?**

Whenever the charge for any treatment is expected to exceed **[\$100-\$1,000]**, We suggest that the Treatment Plan be submitted to Us by the Provider for review before treatment begins. The Treatment Plan should be accompanied by supporting pre-operative X-rays and any other appropriate diagnostic materials that We or Our dental consultants request.

We will notify the Covered Person's attending Provider of the estimated Benefits payable based upon the Treatment Plan. In determining the amount of Benefits payable, consideration will be given to alternate procedures that may accomplish a professionally satisfactory result. We will pay a benefit toward the cost of the more expensive procedure or material, but payment will be limited to the Benefits payable for Covered Expenses for the least costly Service. We will not pay the excess amount.

**Are alternative Benefits acceptable or required?**

There is often more than one Service that can be used to treat a dental problem or disease. In determining the Benefits payable on a Claim, different materials and methods of treatment will be considered. The amount payable

will be limited to the Covered Expense for the least costly Service, which meets broadly accepted standards of dental care as determined by Us. The Covered Person and his or her Provider may decide on a more costly procedure or material than We have determined to be satisfactory for the treatment of the condition. We will pay a benefit toward the cost of the more expensive procedure or material, but payment will be limited to the Benefits Payable for Covered Expenses for the least costly Service. We will not pay the excess amount.

**What if multiple dental Services are performed at the same time?**

When certain complicated dental Services are performed and other less extensive Services are performed at the same time, they will be considered component parts of the primary Service. For benefit purposes under the Policy, these less extensive Services are considered to be integral components of the primary Service. Even if the Provider bills separately for the primary Service and each of its component parts, the total Benefit payable for all related charges will be limited to the Benefits payable for Covered Expenses for the primary Service.

## [PORTABILITY OF INSURANCE

### May You continue insurance after termination of eligibility?

Portability of insurance is the continuation of [some or all of] [the Policy's] Coverage after termination of Your employment or eligibility under Your Eligible Class while the Policy is in force. The premium for the Portable coverage will be determined by the Policy type, Your risk classification, [Your location], and Our published rates in effect. [Premium rates will increase [annually on Your date of birth].] You must pay the Premium for the Portable coverage directly to Us. You must apply for, and be eligible for, this coverage pursuant to the following terms of this provision.

[Portable coverage is not available for Covered Dependent's Coverage.][Portable coverage is not available for Covered Dependent Child(ren)]

### Who may become insured?

The Eligible Class or Eligible Classes of persons who may be insured under this provision are all of those who satisfy all of the following conditions.

1. [[You] were insured by Us [for at least [3,6,12,18,24] months].]
2. [Your] [Covered Person's] insurance provided by the other terms of the Policy terminated due to [termination of Your employment][or] termination of [Your] Eligible Class of Coverage prior to termination date of the Policy.
3. [[You] are under [60, 65, 70, 75] years of age.]
4. [You have not attained [Your] Retirement Date.]
5. [Your [Covered Dependent Spouse][Dependents] will also be allowed to apply for Portable coverage so long as You elect Portable coverage and the Dependent(s) insured under the Policy are [under [60, 65, 70, 75] years of age, and are] otherwise eligible under the Eligible Dependent Definition.]

### How and when insurance will continue?

[You] must elect by Written application to continue coverage under [this provision][the Group Portable Insurance Trust Policy] within the [30, 31, 45, 60, 90] day period immediately following the date on which [Your] insurance terminated.

If [Your] premium and application are received by Us within this period, Portable coverage will take effect on the [31<sup>st</sup>, 32<sup>nd</sup>, 46<sup>th</sup>, 61<sup>st</sup>, 91<sup>st</sup>] day immediately following the date of termination.

An application to become insured must be completed on a form approved for that purpose by Us. It must be received by Us at Our [Home Office][Administrative Office] within the [30, 31, 45, 60, 90] day time period.

### How much insurance is Portable Coverage?

The amount of insurance and Benefits applicable to [You] [and Your Covered Dependents] will be the same Benefits that [You] [and Your Covered Dependents] had under the Policy on the date that insurance under the Policy terminated. The amount of insurance and Benefits are shown on the [Certificate][coverage statement] that We will issue to [You].

No amount or type of coverage will be eligible to be continued under this Portability option unless such amount and type of coverage is elected on the initial Written application for Portable coverage. No amount or type of coverage may be included in the Portable coverage if [You] [or Your Dependent] were not insured for the same amount and type of coverage at the time [Your] employment or eligibility under the Policy [would otherwise have] terminated and [You] became eligible for Portable coverage.

### Will there be Premium rate changes for Portable Coverage?

We may change premium rates for Portable coverage at any time for reasons which affect Our risk assumed, including but not limited to the following:

1. Changes occur in the coverage levels.
2. Changes occur in the overall use of Benefits by all Covered Persons.
3. Changes occur in other risk factors.
4. A new law or change in existing law occurs which affects the risk assumed.

The change in premium rates will be made on a class basis according to Our underwriting risk assessments. We will notify [You] [in Writing] at least [30, 31, 45, 60, 90] days before a premium rate is changed.]

### When do Portable Coverage and Portable Coverage Eligibility end?

Any Portable coverage in effect, and all eligibility for new Portable coverage ends on the earliest date shown below:

1. On the last day of the period for which premiums have been paid in accordance with the Grace Period;

2. [On the day before [You] enter full-time active duty in the armed forces of any country or international authority;]
3. On the date on which [You] request, [in Writing,] to have the insurance terminated;
4. [On the date [You] attain Your Retirement Date;]
5. [[3, 12, 18, 24, 36, 48, 60] months from the effective date of the Portable coverage;]
6. [On Your [60<sup>th</sup>, 65<sup>th</sup>, 70<sup>th</sup>, 75<sup>th</sup>] birthday;] or
7. [On the date of the termination of the Policy[the Group Portable Insurance Trust Policy].]

[Any Dependent's Portable coverage in effect, and all eligibility for new Dependent Portable coverage ends on the earliest date shown below:

1. On the last day of the period for which premiums have been paid in accordance with the grace period;
2. [On the day before the Dependent enters full-time active duty in the armed forces of any country or international authority;]
3. On the date on which You ask to have the insurance on Your Dependents terminated;
4. On the date on which the Dependents insurance under the Policy is no longer in force;
5. When the Dependent ceases to be an Eligible Dependent as defined under the [Policy][in the Group Portable Insurance Trust Policy];
6. On termination of Your insurance under the [Policy][the Group Portable Insurance Trust Policy]; or
7. Upon Your death.]

[You] or [Your] legal representative must notify Us [in Writing] within [30,31, 45, 60, 90] days after the date on which an event described above occurs.

Portable coverage that has been terminated cannot be reinstated.

[If You elect Portable coverage and You again become [an Eligible Person] of the Policyholder, Your Portable coverage will end when You become eligible under [the Policyholder's Policy].]

*Definitions for Portability provision:*

**[Group Portable Insurance Trust Policy:** The trust policy under which the Portable coverage is issued. **Provisions of the Portable Insurance Trust Policy may differ from the provisions of Your Policyholder's Policy.]**

**[Grace Period:** With respect to payment of each premium, the [30, 31, 45, 60, 90] days after the date on which it is due. The Portable coverage will remain in force during the Period of grace unless terminated in accordance with the Policy termination provision. In any event, premiums are payable for any period of grace during which the Portable coverage continues in force.]

**Retirement Date:** The date You [or Your Covered Dependent] [begin receiving retirement benefits which You are eligible to receive as a result of past employment, whether or not the retirement benefits were funded in whole or in part by a previous employer. This also includes retirement income from any federal, state, municipal or association plan][attain normal retirement age under the 1983 United States Social Security Act, and any amendments thereto].

**Portable Coverage:** The insurance coverage provided, if applicable, by the [Portability of Insurance provision][Group Portable Insurance Trust Policy].]

## [CONTINUATION OF COVERAGE

### [COBRA (Consolidated Omnibus Budget Reconciliation Act)

*Continuation Coverage under COBRA:* Continuation applies only to employers which are subject to the provisions of COBRA. You should contact the Policyholder's plan administrator to determine if You are eligible to continue Coverage under COBRA or under the "State Law Continuation" provision. We are not obligated to provide continuation Coverage to a Covered Person if the Policyholder or its designated plan administrator fails to perform its duties under federal law. These duties include but are not limited to:

1. notifying the Covered Person in a timely manner of the right to elect continuation Coverage; and
2. notifying Us in a timely manner of the Covered Person's election of continuation Coverage.

We are not the Policyholder's designated plan administrator and do not assume any duties of a plan administrator pursuant to federal law.

If You chose continuation coverage under a Takeover Benefit plan which was replaced by this Policy, Your continued coverage shall terminate on the first to occur of:

1. the date scheduled under the Prior Plan; or
2. in accordance with the terminating events stated below.

*Qualifying Events for COBRA Continuation Coverage:* If Your Coverage terminates due to one of the following qualifying events, You are entitled to continue Coverage. You may elect the same Coverage that You had at the time of the qualifying event. Qualifying Events are:

1. Your termination of employment with the Policyholder or reduction of hours, for any reason other than gross misconduct; or
2. Your death; or
3. a Covered Person's divorce or legal separation; or
4. a Dependent Child's loss of eligibility; or
5. entitlement of the Eligible Person to Medicare benefits; or
6. for You, if retired, and Your Covered Dependents, the filing of Chapter 11 bankruptcy by the Policyholder; or
7. full-time active duty in the armed forces of any country or international authority.

*COBRA notification requirements and election period:* The Covered Person must notify the Policyholder's designated plan administrator within sixty (60) days of his or her divorce, legal separation or loss of eligibility as a Dependent. Continuation must be elected by the later of:

1. 60 days after the qualifying event occurs; or
2. 60 days after You receive notice of the continuation right from the Policyholder's designated plan administrator.

You must pay the initial Premium due to the Policyholder's designated plan administrator within forty-five (45) days after electing continuation. Your monthly Premium under COBRA may exceed the premium rate for the dental plan under the Policy.

*Terminating events for COBRA continuation coverage:* COBRA continuation under the Policy will end on the earliest of the following dates:

1. 18 months from the date continuation began, if Your Coverage ended because employment was terminated or hours were reduced as described above. If You are disabled at any time during the first 60 days of COBRA coverage, beginning on the day after termination of employment or reduction in hours, continuation Coverage may be extended to a maximum of twenty-nine (29) months. You must give notice of Your disability within 60 days after the determination of the disability, and in no event later than the end of the first 18 months, in order to extend Coverage beyond 18 months. If You provide such notice, Your Coverage may be extended up to a maximum of 29 months from the date of such qualifying event or until the first month that begins more than 30 days after the date of any final decision that You are no longer disabled. If You are disabled but have non-disabled family members who are entitled to COBRA continuation coverage, those non-disabled family members are also entitled to the 29 month disability extension. You must provide notice of any final determination that he or she is no longer disabled within 30 days of such determination;
2. 36 months from the date continuation began for a Dependent whose Coverage ended because of Your death, divorce or legal separation from You, loss of eligibility by a Dependent Child or entitlement of the Eligible Person to Medicare benefits, in accordance with Qualifying Events described in items 2-6 above;
3. The date Coverage terminates under the Policy for failure to make timely payment of the Premium;

4. The date coverage is obtained under any other Group health plan. If such coverage has a limitation or exclusion with respect to a Covered Person's pre-existing condition, continuation will end on the date such limitation or exclusion ends. The other Group health coverage shall be primary for all health care except health care which is subject to the pre-existing condition limitation or exclusion. If the other Group health plan's pre-existing condition limitations or exclusions cannot be applied because of the restrictions under the Health Insurance Portability and Accountability Act of 1996, then COBRA continuation will end on the date You became covered under the other Group health plan;
5. The date a Covered Person becomes entitled to Medicare, except that this will not apply if the Coverage was terminated because the Policyholder filed for bankruptcy, in accordance with Qualifying Event in item 6 above;
6. The date the Policy terminates; or
7. The date Coverage would otherwise terminate under the Policy.

If Your Coverage ended because employment was terminated or hours reduced as described in item 1 of Qualifying Events and during the 18 month continuation period a second Qualifying Event occurs, Your Coverage may be extended up to a maximum of 36 months. The 36 month period starts from the date Coverage ended due to the first Qualifying Event. If You are entitled to continuation because the Policyholder filed for bankruptcy, as described in item 6 of the Qualifying Events and You, if retired, dies during the continuation period, the Dependents are entitled to continue Coverage for 36 months from the date of death. Terminating events 2-7 above shall apply during any extended continuation period.

A Dependent whose continuation Coverage terminates because the Eligible Person becomes entitled to Medicare should contact the Policyholder's designated plan administrator for information regarding an extension of continuation Coverage for an additional period of time.]

#### **[State Law Continuation**

*Eligibility for state continuation coverage:* If Your Coverage under the Policy would otherwise terminate due to involuntary termination of employment, You and Your Covered Dependents are entitled to continue Coverage if all the following criteria apply:

1. You were continuously covered under the Policy (or under the Policy and any similar Group plan which was replaced by this Policy) for the entire 3 month period before the termination of employment; and
2. You are entitled to unemployment compensation benefits at the time of the termination of employment; and
3. You are not and do not become covered by or eligible for coverage by Medicare; and
4. You are not and do not become covered under any other Group health plan.

*Notification requirements and election period under state law:* The Policyholder must notify You of the right to continue Coverage at the time the Policyholder notifies You of the termination of employment.

You must file a written election of continuation with the Policyholder and pay the first month's Premium for continued Coverage no later than:

1. [10] days after the date Your Coverage would otherwise terminate, if the Policyholder notified You of the right of continuation prior to such date; or
2. [10] days after the Policyholder notifies You of the right of continuation, if the notice is given after the date on which Your Coverage would otherwise terminate; or
3. [31] days after the date his or her Coverage would otherwise terminate, if the Policyholder fails to tell You of the right of continuation.

*Terminating events for state continuation coverage:* Continuation Coverage under the Policy will end on the earliest of the following dates:

1. The date You cease to be eligible for continuation as described in this provision;
2. 6 months from the date continuation began;
3. The date Coverage terminates under the Policy for Your failure to make timely payment of a required Premium;
4. The date the Policy terminates; or
5. the date Coverage would otherwise terminate under the Policy.]]

## CLAIM PROVISIONS

### Submitting Claims and Receiving Reimbursement

*How to submit a claim:* Written notice of claim must be given to Us within [10-365] days after the date of loss. [The Claimant or You may use standard American Dental Association (ADA) approved Claim forms supplied by Your Provider or You may request forms from Us. Upon receipt by Us of the request for claims forms, We will send Claim forms to the Claimant or You. If such forms are not sent to You or the Claimant within [10-365] days, You or the Claimant will meet the Proof of Loss requirements below if We are given written proof of the nature and extent of the loss including the treatment performed in terms of the ADA Uniform Code on Dental Procedures and Nomenclature or by narrative description.] We reserve the right to request x-rays, narratives and other diagnostic information, as we see fit, to determine Benefits.

*When to submit a claim:* Proof of Loss must be provided within [30,31,45,60,90,120,180] days from the date of loss to file written Proof of Loss. We will not deny or reduce any Claim filed after [30,31,45,60,90,120,180] days from the date of loss if:

1. it was not reasonably possible to file the Claim within that [30,31,45,60,90,120,180] day period.
2. the Claim is filed as soon as it is reasonably possible.

In any event, Proof of Loss must be given to Us [in a reasonable time.] [within [1,2,3] year after it is due, unless You are legally incapable of doing so.]

*What if additional information is required?* If the Proof of Loss provided does not contain all necessary information or is not on an appropriate Claim Form, forms for filing Proof of Loss will be sent to the Claimant along with a request for the missing information.

*When will the Claim be paid?* After receiving written Proof of Loss and Premium payment, We will pay all Benefits then due for dental Claims directly to [You][or][Your Provider]. We will pay all Claims or any portion of any Claims within [10-365] days, or as required by Your state, after receipt of the Claim. If a Claim or a portion of a Claim is contested by Us, You shall be notified in writing, that the Claim is contested or denied, within [10-365] days after receipt of the Claim by us. The notice that a Claim is contested shall identify the contested portion of the Claim and the reasons for contesting the Claim. Upon receipt of the additional information requested from You, We shall pay or deny the contested Claim or portion of the contested Claim, within [10-365] days. [We shall not pay or deny any Claim later than [10-365] days after receiving the Claim.] We will, upon request, provide to You an estimate of the amount We will pay for a particular dental Service.

All payments made to or by Us will be made in United States dollars.

*What if there is an overpayment of Benefits?* We reserve the right to deduct from any Benefits properly payable under this Policy the amount of any payment that has been made:

1. in error; or
2. pursuant to a misstatement contained in a Proof of Loss; or
3. pursuant to fraud or misrepresentation made to obtain coverage under this Policy within [1,2,3] years after the date such Coverage commences; or
4. with respect to an ineligible person; or
5. pursuant to a Claim for which benefits are recoverable under any Policy or act of law providing coverage for occupational injury or disease to the extent that such benefits are recovered.

Such deduction may be against any future Claim for Benefits under the Policy made by an Insured Person if Claim payments previously were made with respect to an Insured Person.

### [Coordination of Benefits (COB)]

*What if a Covered Person has more than one plan covering similar procedures?* When a Covered Person has dental coverage under more than one Plan, as defined below, the benefits payable between the Plans will be coordinated.

*Benefit Coordination:* Benefits will be adjusted so that the total payment under all Plans is no more than 100 percent of the Insured's Allowable Expense. In no event will total benefits paid exceed the total payable in the absence of COB.

If a Covered Person's Benefits paid under this Plan are reduced due to COB, each benefit will be reduced proportionately. Only the amount of any benefit actually paid will be charged against any applicable Plan Year Benefit Maximum.

*Order of Benefit Determination:*

1. When this is the Primary Plan, We will pay Benefits as if there were no other Plans.
2. When a person is covered by a Plan without a COB provision, the Plan without the provision will be the Primary Plan.
3. When a person is covered by more than one Plan with a COB provision, the order of benefit payment is as follows:
  - a. Non-Dependent/Dependent. A Plan that covers a person other than as a Dependent will pay before a Plan that covers that person as a Dependent.
  - b. Dependent Child/Parents Not Separated or Divorced. For a Dependent Child, the Plan of the parent whose birthday occurs first in the Calendar Year will pay benefits first. If both parents have the same birthday, the Plan that has covered the Dependent Child for the longer period will pay first.
  - c. Dependent Child/Separated or Divorced Parents. If two or more Plans cover a person as a Dependent of separated or divorced parents, benefits for the Child are determined in the following order:
    - i. The Plan of the parent who has responsibility for providing insurance as determined by a court order;
    - ii. The Plan of the parent with custody of the Child;
    - iii. The Plan of the spouse of the parent with custody; and
    - iv. The Plan of the parent without custody of the Child.
  - d. Dependent Child/Joint Custody: If the joint custody court decree does not specifically state which parent is responsible for the Child's medical expenses, the rules as shown for Dependent Child/Parents Not Separated or Divorced shall apply.
  - e. Active/Inactive Employee. The Plan which covers the person as an employee who is neither laid off nor retired (or as that employee's Dependent) is Primary over the Plan which covers that person as a laid off or retired employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored.
  - f. Longer/Shorter Length of Coverage. When an order of payment is not established by the above, the Plan that has covered the person for the longer period of time will pay first.

*Right to Receive and Release Needed Information:* We may release to, or obtain from, any other insurance company, organization or person information necessary for COB. This will not require the consent of, or notice to You or any Claimant. You are required to give Us information necessary for COB.

*Right to Make Payments To Another Plan:* COB may result in payments made by another Plan that should have been made by Us. We have the right to pay such other Plan all amounts it paid which would otherwise have been paid by Us. Amounts so paid will be treated as benefits paid under this Plan. We will be discharged from liability to the extent of such payments.

*Right to Recovery:* COB may result in overpayments by Us. We have the right to recover any excess amounts paid from any person, insurance company or other organization to whom, or for whom, payments were made.

*Definitions Related to Coordination of Benefits*

**Allowable Expense:** An expense that is considered a covered charge, at least in part, by one or more of the Plans. When a Plan provides benefits by services, reasonable cash value of each service will be treated as both an Allowable Expense and a benefit paid.

**Coordination of Benefits:** Taking other Plans into account when We pay benefits.

**Plan:** Any plan, including this one that provides benefits or services for dental expenses on either a group or individual basis. "Plan" includes group and blanket insurance and self-insured and prepaid plans. It includes government plans, plans required or provided by statute (except Medicaid), and no fault insurance (when allowed by law). "Plan" shall be treated separately for that part of a plan that reserves the right to coordinate with benefits or services of other plans and that part which does not.

**Primary Plan:** The Plan that, according to the rules for the Order of Benefit Determination, pays benefits before all other Plans.

**Year:** The [Calendar Year] [Plan Year], or any part of it, during which a person claiming benefits is covered under this Plan.]

## COMPLAINT AND APPEAL PROCEDURES

### What if You have questions about your Benefits or Claim payments?

If You have any questions about Your Benefits, a specific Claim payment, or denial, You should contact Us in writing or by telephone within 30 days.

### What if You don't agree with a Claim denial?

If We send You a written statement denying Your Claim in whole or in part, You may submit a written appeal to Us that outlines Your concerns and Your efforts to resolve the matter. The appeal must be filed within [30,31,45,60,90,120,180] days of the receipt of denial. A written decision with respect to the appeal shall be sent to You within [30,31,45,60,90,120,180] days after its receipt, unless special circumstances exist which require additional time, in which case a written decision with respect to the appeal will be sent to You as soon as possible.

*Please send to:*

[TPA Address]

If You are not satisfied by the appeal response or for any reason, You may write to the State of [Ohio Department of Insurance.] Describe the circumstances and Your complaint.

*Please send to:*

[State of Ohio Department of Insurance  
2100 Stella Court  
Columbus, Ohio 43266-0566]

## EXCLUSIONS

No Benefits are payable under the Policy for the Services listed below. In addition, the Services listed below will not be recognized toward the satisfaction of any Deductible:

1. Any Services which are not included in the Schedule of Covered Procedures;
2. Any Service started or appliance installed before the Effective Date or after the Termination Date, except in those instances noted in this Certificate;
3. Any Service, which may not reasonably be expected to successfully correct the patient's dental condition for a period of at least [1-5] years, as determined by Us;
4. Any procedure We determine is not necessary, does not offer a favorable prognosis, does not have uniform professional endorsement or is experimental in nature;
5. Crowns, inlays, onlays, cast restorations, or other laboratory prepared restorations on teeth, which may be satisfactorily restored with an amalgam or composite resin filling;
6. [Any treatment which is elective or primarily cosmetic in nature and not generally recognized as a generally accepted dental practice by the American Dental Association, as well as any replacement of prior cosmetic restorations unless such procedure is listed in the Schedule of Covered Procedures;]
7. Appliances, Services or procedures relating to:
  - a. the change or maintenance of vertical dimension;
  - b. restoration of occlusion (unless otherwise noted in the Schedule of Covered Procedures—only for occlusal guards);
  - c. splinting;
  - d. correction of attrition, abrasion, erosion or abfraction;
  - e. bite registration; or
  - f. bite analysis;
8. Replacement of bridges [unless the bridge is older than the age allowed in the Schedule of Covered Procedures and cannot be made serviceable];
9. Replacement of full or partial dentures unless the prosthetic appliance is older than the age allowed in the Schedule of Covered Procedures and cannot be made serviceable;
10. Replacement of crowns, inlays or onlays unless the prior restoration is older than the age allowed in the Schedule of Covered Procedures and cannot be made serviceable;
11. [For Orthodontia Services [unless otherwise listed as a Covered Procedure in the Schedule of Covered Procedures];]
12. [Services provided for any type of temporomandibular joint (TMJ) dysfunctions, muscular, skeletal deficiencies involving TMJ or related structures, myofascial pain unless such procedure is listed as a Covered Procedure in the Schedule of Covered Procedures;]
13. [Charges for implants of any type, and all related procedures, removal of implants, precision or semi-precision attachments, denture duplication, overdentures and any associated surgery, or other customized Services or attachments unless such procedures are listed as Covered Procedures in the Schedule of Covered Procedures;]
14. Athletic mouth guards; myofunctional therapy; treatment for malignancies, cysts and neoplasms; failure to keep scheduled appointment; charges for completion of Claim forms, infection control; precision or semi-precision attachments; denture duplication; oral hygiene instruction; separate charges for acid etch; charges for travel time; transportation costs; professional advice; treatment of jaw fractures; orthognathic surgery; exams required by a third party other than Us, personal supplies (e.g., water pik, toothbrush, floss holder, etc.); or replacement of lost or stolen appliances;
15. Prescription drugs, premedication, pharmaceuticals[, or analgesia];
16. Dental disease, defect or injury caused by a declared or undeclared war or any act of war or terrorism or taking part in an insurrection or riot; the commission or attempted commission of a crime; an intentionally self-inflicted injury or attempted suicide while sane or insane;
17. Dental treatment not approved by the American Dental Association or which is clearly experimental in nature;
18. Any charge for a Service for which benefits are available under Worker's Compensation or an Occupational Disease Act or Law, even if You did not purchase the coverage that is available to You;
19. Any charge for a Service performed outside of the United States other than for Emergency Treatment. Benefits for Emergency Treatment performed outside of the United States are limited to a maximum of **[\$50-\$500]** per Plan Year;
20. The initial placement of a removable full denture or a removable partial denture unless it includes the replacement of a Natural Tooth extracted while the Person is insured under the Policy;
21. The initial placement of a fixed partial denture including a Maryland Bridge, unless it includes the replacement of a Natural Tooth extracted while the Person is insured under the Policy, provided that tooth was not an abutment to an existing partial denture. Frequency Limitations for replacement of Dentures and bridges are stated in the

Schedule of Covered Procedures. Benefits are payable only for the replacement of those teeth which were extracted while the Person was insured under the Policy;

22. The replacement of teeth beyond the normal complement of 32;
23. The replacement of an existing removable partial denture with a fixed partial denture unless upgrading to a fixed partial denture is essential to the correction of the Covered Person's dental condition;
24. [Local anesthetic, including light anesthetic, as a separate fee];
25. Any Treatment Plan which involves full-mouth reconstruction by the removal and reestablishment of occlusal contacts of 10 or more teeth with restorations, crowns, onlays, inlays, fixed partial dentures, dentures, or any combination of these Services;
26. Services with respect to congenital (hereditary) or developmental (before birth) malformations, except during the [15,31,45,60] day period immediately following the birth of Your Child, including but not limited to; cleft palate, maxillary and mandibular (upper and lower) malformations, enamel hypoplasia (lack of development), fluorosis, and anodontia;
27. [Dental care paid for, required, or provided by or under the laws of a national, state, local or provincial government, or treatment furnished within a hospital or other facility owned or operated by a national or state government unless the Insured Person has a legal obligation to pay;]
28. [Dental services performed in a hospital and related hospital fees;]
29. [Services covered under an existing medical plan;]
30. [The portion of an expense which is in excess of the reasonable charge;]
31. [Fees associated with a cancelled or missed appointment;]
32. [General anesthesia and I.V. sedation[, unless deemed medically necessary as determined by a professional consultant. "Medically necessary" means that the general anesthesia and I.V. sedation is determined by Us to meet all of the following:
  - a. Required to meet the health care needs of the Claimant; and
  - b. Consistent (in scope, duration, intensity and frequency of treatment) with scientifically based guidelines of national dental or research organizations or governmental agencies accepted by Us; and
  - c. Consistent with the diagnosis of the covered dental procedure; and
  - d. Required for reasons other than the comfort or convenience of the Claimant; and
  - e. Of demonstrated medical value and medical effectiveness.]]

**[Missing Teeth Limitation:** We will not pay benefits for replacement of teeth missing on a Covered Person's Effective Date of insurance under this Certificate for the purpose of the initial placement of a full denture, partial denture or fixed bridge. In addition, such replacement will not be recognized toward the satisfaction of any Deductible. However, expenses for the replacement of teeth missing on the Effective Date will be considered for payment as follows:

1. The initial placement of full or partial dentures will be considered a Covered Procedure if the placement includes the initial replacement of a Natural Tooth extracted while the Covered Person is covered under the Group Policy;
2. The initial placement of a fixed bridge will be considered a Covered Procedure if the placement includes the initial replacement of a Natural Tooth extracted while a Covered Person is covered under the policy. However, the following restrictions will apply:
  - a. Benefits will only be paid for the replacement of the teeth extracted while a Covered Person is covered under the Group Policy [or under the prior extraction provision in the "**Takeover of Existing Coverage**" section];
  - b. Benefits will not be paid for the replacement of other teeth which were missing on the Covered Person's Effective Date.
  - c. Missing teeth limitation will be waived after a Covered Person has been covered under the plan for [1-5] continuous years unless it is a replacement of an existing unserviceable prosthesis.]

## GENERAL PROVISIONS

### Assignment

You may assign the Benefits of the Policy to the Provider rendering dental Service. You may not assign the Policy in any other way or to any other person. We must be notified in Writing of the assignment. The assignment will not be effective until we receive the Written notice. We assume no responsibility for the validity of any assignment.

### Changes to Policy

The Policy may be amended at any time by written agreement between the Policyholder and Us, without the consent of or notice to any other individual. Any amendment to the Policy must be [in Writing] and be attached to it. The amendment must bear the signature or a reproduction of the signature of Our President, a Vice President, or Secretary.

[If an employee who is otherwise eligible for insurance is not Actively at Work on the Effective Date of the amendment, the effective date with respect to that employee will be on the date that he or she is again Actively at Work. However, if the amendment reduces the amount of insurance to which the employee is entitled, the effective date will be the effective date of the amendment.]

### [Contestability of Coverage][Incontestability]

We will not use misrepresentations made by You in a written application to contest the validity of the insurance with respect to which such statement was made, after such insurance has been in force prior to the contest for a period of two years during Your lifetime, unless the misrepresentations are fraudulent. This section does not prevent Us from using at any time a defense based on:

1. non-payment of Premium; *or*
2. any other provision of the Policy; *or*
3. any other defense that is allowed by law.

If You apply to add additional Covered Persons, the incontestable period with respect to newly added Covered Persons is for two years from such Covered Person's effective date. If You apply for increased Benefits under the Policy, We will not use misrepresentations made by You in a written application for such increase to contest the validity of the increased insurance with respect to which such statement was made, after such increase has been in force prior to the contest for a period of two years from the effective date of the increase.

### Errors

You must be properly insured under the Policy. An error or omission by the Policyholder or by Us will not cause You to become Insured. An error or omission by the Policyholder or by Us will not cancel insurance that should continue nor continue insurance that should end. The requirements of the Policy must be properly met for any change in the amount of Your insurance to take effect. We have the right to full recovery of any overpayments made. Such reimbursement will be required regardless of whether the overpayment occurred due to an error by Us, or by You, or Your representative or beneficiary, or the Policyholder.

### Legal Actions

No legal action may be brought against Us to recover Policy Benefits until at least [30, 31, 45, 60, 90] days after the required written Notice of Loss is submitted to Us. No such action may be brought more than [1-10] years after the time written Proof of Loss is required by the Policy to be given.

### Misrepresentation

Any statement You make in an application to become insured is a representation and not a warranty. No representation made by You in an application to become insured will be used to reduce or deny Your Claim or contest the validity of Your insurance unless:

1. Your insurance would not have been approved except for Your misrepresentation; *and*
2. Your misrepresentation is contained in a written instrument [Signed] by You; *and*

We give You or Your representative a copy of the written instrument that contains Your

### Misstatement of Age or Fact

If a Covered Person's age or any other fact was misstated, We will use the correct facts to determine whether he or she is insured and if so, for what amount and duration. We will adjust Premium rates to the Covered Person's correct age. We may make this change back to the date Coverage became effective based on the misstated information.

### Notice to Policyholder

Written notice given by Us to an authorized representative of the Policyholder shall be deemed notice to all affected Covered Persons in the administration of the Policy, including termination of the Policy and termination of individual Coverage under the Policy.

**Workers' Compensation Not Affected**

The Policy does not replace or change any requirement for coverage under workers' compensation insurance.



**Nationwide<sup>®</sup>**  
*On Your Side*

Underwritten by:

**NATIONAL CASUALTY COMPANY**  
Home Office: Columbus, Ohio

## SCHEDULE OF BENEFITS

This Certificate Schedule of Benefits shows highlights of the coverage available under the Group Policy. Final interpretation of all provisions and coverages will be governed by the Group Policy on file with Nationwide Life Insurance Company at its administrative office and with the Policyholder.

**[Policyholder:** [Group Name]]

**[Policy Effective Date:** [January 1, 2008]]

**[Policy Number:** [111]]

**[Policyholder Address:** [Address]]

**[Associated Companies** [Company name(s)]

**[Insured Person:** [name]]

**[Certificate Effective Date:** [January 1, 2007]]

**[Covered Dependents** [named spouse, children, domestic partner]]

**[Covered Dependents Effective Date:** [January 1, 2007]]

**[Initial Term:** [12 Months]]

**[Eligible Classes:** [As defined by the Policyholder – insert eligibility requirements here]]

**[Eligibility Waiting Period:** [[0, 30,60, 90, 180 days][0-3 months] from the first day of being Actively at Work] [[0, 30,60, 90, 180 days][0-3 months] from the Policyholder Effective Date if the person is a member in good standing on such date or [0, 30,60, 90, 180 days][0-3 months] following the date a person first becomes a member in good standing with the Policyholder] [during an open enrollment period agreed to by the policyholder and Us]]

**[Frequency of Premium Payment:** [Weekly, Bi-weekly, Monthly, Quarterly, Semi-annually or Annually]]

**[Method of Premium Payment:** [Remitted by Policyholder to Us or Our Agent] [and/or] [Remitted by Insured Person to Us or Our Agent]]

**[Premium Due Date:** [1<sup>st</sup> thru 31st]]

**[Plan Year** [Policy Year][Calendar Year]]

**Plan Type:** [Indemnity: No Participating Provider Program network] or [Preferred Treatment Location(s)] [and/or a] [Participating Provider Program: [In and Out-of-Network Benefits][In-Network Benefit only]] or [Scheduled Plan]

**[Preferred Treatment Location(s):** [Include Name(s) of Preferred Treatment Locations here] [For any services rendered outside of the Preferred Treatment Location(s), payment [will be considered at the Out-of-Network benefit level] [or] [will not be Covered].]

**[Participating Provider Network:** [Include Name of Network Here]]

**Procedure Classes:**

- [A Preventative]
- [B Basic]
- [C Major]
- [D Orthodontia]

**[Deductible:**

[Preferred Treatment Location(s): [\$0.00 - \$100.00] Individual Deductible. Maximum Deductible per Family: [[3] times the Individual Deductible, unlimited]. [Applies to Procedure Classes: [A, B, C]]]

[In-Network: [\$0.00 - \$100.00] Individual Deductible. Maximum Deductible per Family: [[3] times the Individual Deductible, unlimited]. [Applies to Procedure Classes: [A, B, C]]]

[Out-of-Network: [\$0.00 - \$100.00] Individual Deductible. Maximum Deductible per Family: [[3] times the Individual Deductible, unlimited]. [Applies to Procedure Classes: [A, B, C]]]

[Indemnity: No Participating Provider Network: [\$0.00 - \$100.00] Individual Deductible. Maximum Deductible per Family: [[3] times the Individual Deductible, unlimited]. [Applies to Procedure Classes: [A, B, C]]]

**[Takeover Benefits Apply?**

[yes, no]

**[Plan Year Benefit Maximum:**

[Combined In-Network and Out-of-Network Maximum][In-Network][Indemnity]:

|  |  |  |
|--|--|--|
| <p>[Year 1][Each Plan Year]<br/>[\$500-\$2000]</p>                       | $\left( \begin{array}{l} \text{Year 2} \\ \text{[$500-$2000]} \end{array} \right)$ | $\left( \begin{array}{l} \text{Year 3 \& Forward} \\ \text{[$500-$2000]} \end{array} \right)$  |
| <p>[Out-of- Network:<br/>[Year 1][Each Plan Year]<br/>[\$500-\$2000]</p> | $\left( \begin{array}{l} \text{Year 2} \\ \text{[$500-$2000]} \end{array} \right)$ | $\left( \begin{array}{l} \text{Year 3 \& Forward} \\ \text{[$500-$2000]]} \end{array} \right)$ |

**[Orthodontia Services Benefits:**

[Benefits for Orthodontia Services apply to Insured Dependent Children Only][Apply to All Covered Persons]]

**[Cosmetic Benefits:**

[Cosmetic Benefits Apply to Insured Persons Only] [Apply to All Covered Persons]]

**[Percentages of Covered Expenses:**

| <i>[Plan Year 1][Each Plan Year:</i> |                                   |                        |                  |                                  |                          |
|--------------------------------------|-----------------------------------|------------------------|------------------|----------------------------------|--------------------------|
| Procedure Class                      | [Preferred Treatment Location(s)] | [Covered % In-Network] | [Out-of-Network] | Subject to Plan Year Max Benefit | Maximum Lifetime Benefit |
| [A]                                  | [80%-100%]                        | [80%-100%]             | [80%-100%]       | [Yes]                            | [None]                   |
| [B]                                  | [50%-100%]                        | [50%-100%]             | [50%-100%]       | [Yes]                            | [None]                   |
| [C]                                  | [40%-80%]                         | [40%-80%]              | [40%-80%]        | [Yes]                            | [None]                   |
| [D]                                  | [0%]                              | [0%]                   | [0%]             | [No]                             | [\$XXX]                  |
| <i>Plan Year 2:</i>                  |                                   |                        |                  |                                  |                          |
| Procedure Class                      | [Preferred Treatment Location(s)] | [Covered % In-Network] | [Out-of-Network] | Subject to Plan Year Max Benefit | Maximum Lifetime Benefit |
| [A]                                  | [80%-100%]                        | [80%-100%]             | [80%-100%]       | [Yes]                            | [None]                   |
| [B]                                  | [50%-100%]                        | [50%-100%]             | [50%-100%]       | [Yes]                            | [None]                   |
| [C]                                  | [40%-80%]                         | [40%-80%]              | [40%-80%]        | [Yes]                            | [None]                   |
| [D]                                  | [0%]                              | [0%]                   | [0%]             | [No]                             | [\$XXX]                  |
| <i>Plan Year 3 and Forward:</i>      |                                   |                        |                  |                                  |                          |
| Procedure Class                      | [Preferred Treatment Location(s)] | [Covered % In-Network] | [Out-of-Network] | Subject to Plan Year Max Benefit | Maximum Lifetime Benefit |
| [A]                                  | [80%-100%]                        | [80%-100%]             | [80%-100%]       | [Yes]                            | [None]                   |
| [B]                                  | [50%-100%]                        | [50%-100%]             | [50%-100%]       | [Yes]                            | [None]                   |
| [C]                                  | [40%-80%]                         | [40%-80%]              | [40%-80%]        | [Yes]                            | [None]                   |
| [D]                                  | [0%]                              | [0%]                   | [0%]             | [No]                             | [\$XXX]                  |

## SCHEDULE OF COVERED PROCEDURES

**What is Covered?** The following is a complete list of Covered Procedures, their assigned Procedure Class, Waiting Period, and applicable Frequency Limitations. We will not pay benefits for expenses incurred for any Procedure not listed in this Schedule of Covered Procedures.

| Procedure Class           | Waiting Period                  |
|---------------------------|---------------------------------|
| [A Preventive/Diagnostic] | [0, 3, 6, 12, 18, or 24] Months |
| [B Basic]                 | [0, 3, 6, 12, 18, or 24] Months |
| [C Major]                 | [0, 3, 6, 12, 18, or 24] Months |
| [D Orthodontia]           | [0, 3, 6, 12, 18, or 24] Months |
| [NC Not Covered]          | [N/A]                           |

### Type of Maximum Reimbursement

|                                   |  |
|-----------------------------------|--|
| [Preferred Treatment Location(s)] | [Billed Charge(s) at the Preferred Treatment Location]<br>[MAC - Participating Provider Maximum Allowable Charge]<br>[CMAC - Customary Maximum Allowable Charge] |
| [ Indemnity ]                     | [CMAC - Customary Maximum Allowable Charge]  |
| [ In-Network ]                    | [MAC - Participating Provider Maximum Allowable Charge]<br>[CMAC - Customary Maximum Allowable Charge]   |
| [ Out-of-Network ]                | [MAC - Participating Provider Maximum Allowable Charge]<br>[CMAC - Customary Maximum Allowable Charge]   |

### Frequency Limitations

|   |   |
|---|---|
| [a. Maximum of [1] procedure per [12] months]   | [1. Limited to Dependent Children under age [12]] |
| [b. Maximum of [1] procedure per [24] months]   | [2. Limited to Dependent Children under age [14]] |
| [c. Maximum of [1] procedure per [36] months]   | [3. Limited to Dependent Children under age [16]] |
| [d. Maximum of [1] procedure per [4] year period ]  | [4. Limited to Dependent Children under age [19]] |
| [e. Maximum of [1] procedure per [5] year period ]  | [5. Limited to Participants age [17]+]            |
| [f. Maximum of [1] procedure per [7] year period ]  | [6. Limited to Participants age [19]+]            |
| [g. Maximum of [1] procedure per [10] year period ]   | [7. Limited to Participants age [25]+]            |
| [h. Maximum of [1] procedure per lifetime]  |   |
| [i. Maximum of [2] procedures per [12] months]  |   |
| [j. Maximum of [2] procedures per [24] months]  |   |
| [k. Maximum of [2] procedures per [36] months]  |   |
| [l. Applications made to permanent molar teeth only.]                                       |   |
| [m. Benefits are based on the benefit for the corresponding non-cosmetic restoration.]      |   |
| [n. Only in conjunction with listed complex oral surgery procedures and subject to review.] |   |
| [o. Premature loss of primary tooth.]   |   |
| [p. Replacement of existing only if in place for [24] months.]                              |   |

## COVERED PROCEDURES

| Diagnostic and Preventive                            | Procedure Class | Frequency Limitation | Waiting Period [Months] |
|--|-----------------|----------------------|-------------------------|
| Bitewing - Single, Two, Three, or Four Films         | [A]             | [a]                  | [0]                     |
| Emergency Palliative Treatment                       | [B]             | [a]                  | [0]                     |
| Film(s) - Single, Additional, or Intra-Oral Occlusal | [A]             | [a]                  | [0]                     |
| Full Mouth X-Ray or Panoramic Film                   | [B]             | [e]                  | [0]                     |
| Oral Exam - Comprehensive or Periodic                | [A]             | [i]                  | [0]                     |
| Problem Focused Exam                                 | [B]             | [a]                  | [0]                     |

|                                 |     |           |     |
|---------------------------------|-----|-----------|-----|
| Prophylaxis                     | [A] | [i]       | [0] |
| Sealant                         | [A] | [h, l, 3] | [0] |
| Space Maintainer                | [A] | [o, 3]    | [0] |
| Topical Application of Fluoride | [A] | [a, 3]    | [0] |

### Fillings

|                               |     |     |     |
|-------------------------------|-----|-----|-----|
| Amalgam Restorations          | [B] | [p] | [0] |
| Anterior Restorations         | [B] | [p] | [0] |
| Posterior Restorations        | [B] | [p] | [0] |
| Sedative Fillings (per Tooth) | [B] | [b] | [0] |

### Oral Surgery

|  |     |     |      |
|--|-----|-----|------|
| Alveolectomy - With or Without Extraction (per Quadrant) | [C] |     | [12] |
| Coronal Remnants   | [C] |     | [12] |
| Extraction - Erupted Tooth or Exposed Root               | [B] |     | [0]  |
| General Anesthesia / Intravenous Sedation                | [C] | [n] | [12] |
| Impacted - Complete Bony, Partial Bony, or Soft Tissue   | [C] |     | [12] |
| Incision and Drainage of Abscess - Intraoral             | [C] |     | [12] |
| Surgical Extraction                                      | [C] |     | [12] |
| Surgical Removal of Root                                 | [C] |     | [12] |

### Periodontics (Non-Surgical)

|   |     |     |      |
|---|-----|-----|------|
| Periodontal Debridement (Full Mouth)    | [C] | [h] | [12] |
| Periodontal Maintenance Procedure       | [C] | [i] | [12] |
| Scaling and Root Planing (per Quadrant) | [C] | [b] | [12] |

### Periodontics (Surgical)

|                                      |     |     |      |
|--------------------------------------|-----|-----|------|
| Gingival Flap Surgery (per Quadrant) | [C] | [c] | [12] |
| Gingivectomy (per Quadrant)          | [C] | [c] | [12] |
| Osseous Surgery (per Quadrant)       | [C] | [c] | [12] |
| Soft Tissue Grafts (per Tooth)       | [C] | [c] | [12] |
| Subepithelial Graft (per Tooth)      | [C] | [c] | [12] |

### Endodontics

|  |     |     |      |
|--|-----|-----|------|
| Apicoectomy - Anterior, Bicuspid, or Molar (per Tooth) | [C] | [h] | [12] |
| Retrograde Filling (per Tooth)                         | [C] | [h] | [12] |
| Root Amputation (per Tooth)                            | [C] | [h] | [12] |
| Root Canal - Anterior, Bicuspid, or Molar (per Tooth)  | [C] | [b] | [12] |
| Vital Pulpotomy (Primary Teeth Only)                   | [C] | [2] | [12] |

### Miscellaneous

|                |      |  |      |
|----------------|------|--|------|
| Occlusal Guard | [NC] |  | [12] |
|----------------|------|--|------|

### Bridge

|   |     |        |      |
|---|-----|--------|------|
| Abutment Crown - Cast Metal (per Tooth)         | [C] | [f]    | [12] |
| Abutment Crown - Porcelain (per Tooth)          | [C] | [f, n] | [12] |
| Abutment Crown - Porcelain to Metal (per Tooth) | [C] | [f, n] | [12] |
| Abutment Crown - Resin to Metal (per Tooth)     | [C] | [f, n] | [12] |

|  |     |        |      |
|--|-----|--------|------|
| Pontic -Cast Metal (per Tooth)   | [C] | [f]    | [12] |
| Pontic - Porcelain to Metal (per Tooth)  | [C] | [f, n] | [12] |
| Pontic - Resin to Metal (per Tooth)  | [C] | [f, n] | [12] |
| Prefabricated - Post and Core (In Addition to Fixed Partial Denture Retainer)(per Tooth) | [C] | [f]    | [12] |

### Crown

|  |     |        |      |
|--|-----|--------|------|
| Cast or Prefabricated - Post and Core (In Addition to Crown)(per Tooth)  | [C] | [f]    | [12] |
| Core Build-up - With or Without Retainer (Including any Pins)(per Tooth) | [C] | [f]    | [12] |
| Crown - Full Cast (per Tooth)  | [C] | [f]    | [12] |
| Crown - Porcelain (per Tooth)  | [C] | [f, n] | [12] |
| Crown - Prefabricated Stainless Steel (per Tooth)                        | [C] | [f]    | [12] |
| Crown - Resin (per Tooth)  | [C] | [f, n] | [12] |
| Inlay or Onlay (per Tooth)   | [C] | [f, n] | [12] |
| Veneers - Excluding Cosmetic (restorative Only)(per Tooth)               | [C] | [f, n] | [12] |

### Crown and Bridge Repair

|  |     |  |     |
|--|-----|--|-----|
| Recementation - Bridge, Crown or Onlay | [B] |  | [0] |
| Repair - Bridge or Crown               | [B] |  | [0] |

### Dentures

|   |     |     |      |
|---|-----|-----|------|
| Complete Denture (per Arch)                     | [C] | [e] | [12] |
| Immediate Denture (per Arch)                    | [C] | [e] | [12] |
| Partial Cast Metal Base (per Arch)              | [C] | [e] | [12] |
| Partial Resin Base (per Arch)                   | [C] | [e] | [12] |
| Removable Unilateral Partial Denture (per Arch) | [C] | [e] | [12] |

### Denture Repair

|  |     |     |      |
|--|-----|-----|------|
| Add Clasp to Existing Partial Denture                | [B] | [a] | [0]  |
| Add Tooth to Existing Partial Denture                | [B] | [a] | [0]  |
| Denture Adjustment - Complete or Partial (per Arch)  | [C] | [i] | [12] |
| Rebase Denture - Complete or Partial (per Arch)      | [B] | [c] | [0]  |
| Reline Denture - Complete or Partial (per Arch)      | [B] | [c] | [0]  |
| Reline Denture - Complete or Partial (Lab)(per Arch) | [B] | [c] | [0]  |
| Repair Broken Clasp                                  | [B] | [a] | [0]  |
| Repair Denture Base                                  | [B] | [a] | [0]  |
| Repair Partial Denture                               | [B] | [a] | [0]  |
| Repair Partial Framework                             | [B] | [a] | [0]  |
| Repair Teeth (per Tooth)                             | [B] | [a] | [0]  |
| Replace Teeth (per Tooth)                            | [B] | [a] | [0]  |
| Tissue Conditioning (per Arch)                       | [B] | [j] | [0]  |

### Other

|          |      |  |      |
|----------|------|--|------|
| Cosmetic | [NC] |  | [12] |
| Implants | [NC] |  | [12] |
| TMJ      | [NC] |  | [12] |

**Orthodontia**

|   |     |     |      |
|---|-----|-----|------|
| Examination - Initial                       | [D] | [4] | [24] |
| Placement Braces or Appliances - Initial    | [D] | [4] | [24] |
| Treatment Braces or Appliances - Continuing | [D] | [4] | [24] |

**[\* Orthodontia Services**

If covered, We will pay benefits for the Orthodontia Services listed above when the date started for the Orthodontic Service occurs while the person is insured under this Certificate. No payment will be made for treatment for Orthodontic Services if the appliances or bands are inserted prior to becoming insured except as provided in the Takeover of Existing Coverage provision. We consider treatment for Orthodontia Services to be started on the date the bands or appliances are inserted. Any other treatment for Orthodontia Services that can be completed on the same day it is rendered is considered to be started and completed on the date the treatment for Orthodontia Services is rendered.

We will pay the Percentage of Covered Expenses shown in the Schedule of Benefits. The Maximum Lifetime Benefit payable to each Covered Person under this Policy for Orthodontia Services is shown in the Schedule of Benefits. Those Covered Persons who are eligible for Orthodontia coverage are also shown in the Schedule of Benefits. The Maximum Lifetime Benefit will apply even if coverage is interrupted.

We will make a payment for covered Orthodontia Services related to the initial treatment for Orthodontia Services which consists of diagnosis, evaluation, pre-care and insertion of bands or appliances. After the payment for the initial Orthodontic treatment, benefits for covered Orthodontia Services will be paid in equal monthly installments over the course of the remaining Orthodontic treatment. The benefit payment schedule for the initial treatment for Orthodontia Services and monthly installments will be determined as follows:

1. We will determine the lesser of the [MAC] [CMAC] and the Provider's fee and multiply that amount by the Percentage of Covered Expenses shown in the Schedule of Benefits.
2. The lesser of the amount from number 1 or the Maximum Lifetime Benefit for Orthodontia Services shown in the Schedule of Benefits will be the maximum benefit payable. An initial amount of 25% of the Maximum Lifetime Benefit payable will be paid for the initial treatment for Orthodontia Services. This amount will be payable as of the date appliances or bands are inserted.
3. The remaining 75% of the Maximum Lifetime Benefit payable will be divided by the number of quarters that treatment for Orthodontia Services will continue to determine the amount which will be payable for each subsequent quarter of such treatment. The subsequent monthly payments will be made only if Your Dependent remains insured under this Certificate and provides proof to Us that c treatment for Orthodontia Services continues. If such treatment continues after the Maximum Lifetime Benefit payable has been paid, no further benefits will be paid.]



**NATIONAL  
CASUALTY  
COMPANY**

**[National Casualty Specialty WorkPlace Benefits]  
[POLICYHOLDER][ASSOCIATION][EMPLOYER]APPLICATION**

Application is hereby made for the benefits set forth herein.  
The information given below shall be the basis of the agreement with the Plan Sponsor.

**Administrative Information**

|   |   |   |     |            |
|---|---|---|-----|------------|
| [Legal][School][Company][Association] Name  |   |   |     |            |
| [DBA][Policyholder] Name  |   |   |     |            |
| Location Address  | City  | State                                     | Zip | County     |
| Mailing Address (if different from above)   | City  | State                                     | Zip | County     |
| Phone<br>( )  | Administrative Contact                            |   |     |            |
| Fax<br>( )  | Title   |   |     |            |
| Email Address   | [Business Start Date]                             | [Employer's Tax Identification Number]    |     |            |
| Requested Effective (MM/DD/YYYY)  | [Please attach a copy of the Association By-Laws] |   |     |            |
| [Describe the Nature of Business]   |   | [Describe the purpose of the Association] |     | [SIC Code] |
| Will any of the selected plans be a takeover for an existing [group] plan? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, please specify plan _____ Effective date of prior plan _____<br>Prior Carrier Name _____ Termination date of prior plan _____  |   |   |     |            |
| List names and address of all affiliates, branches or subsidiaries on a separate sheet of paper and submit with this application.<br><b>Billing Arrangements: Are there multiple units/ locations to be billed separately?</b><br><input type="checkbox"/> No <input type="checkbox"/> Yes - Number of units _____ <input type="checkbox"/> Bill to Individuals Units <input type="checkbox"/> Bill to Plan Sponsor |   |   |     |            |

**Eligibility Requirements**

|   |                                   |
|---|-----------------------------------|
| In order to apply for this coverage, your company must have a minimum of [51] employees.<br>The minimum work week for full time employees to be eligible for benefits is [25] hours. Eligible Employees are full-time year-round employees working a minimum of [ ] hours per week.<br>[Employees of Employee Leasing Firms or Professional Employee Organizations are not eligible employees.] |                                   |
| [Number of Eligible Employees _____]  | [Number of Total Employees _____] |
| Waiting Period <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", Number of Days <input type="checkbox"/> 0 <input type="checkbox"/> 30 <input type="checkbox"/> 60 <input type="checkbox"/> 90 <input type="checkbox"/> Other _____  |                                   |
| [New hires will be effective on the first of the month following the waiting period.]   |                                   |

## Eligibility Requirements continued...

1. [All students registered for [six [or more][undergraduate] credit hours [or [three][or more][graduate] credit hours][and students participating in a co-op program or practice teaching] are eligible and may enroll in the plan.]
2. [[Distance Learning Courses][Courses taken as audit][Courses taken as Pass/ Non-Pass][Courses taken Grad NonDegree][Home Study][Correspondence][TV] courses do not fulfill the Eligibility requirements that the Insured person actively attend class. If the Company discovers the Eligibility requirements have not been met, its only obligation is to refund premium.]
3. [Eligible students who do not enroll may also insure their Eligible Dependents as defined in the policy.]

## General Conditions

In applying for the Benefits set forth herein, the undersigned understands and agrees that:

1. [Payment of the first premium by the policyholder after delivery of the Policy by us shall constitute acceptance of the terms and conditions contained in the Policy so issued.]
2. [All necessary administrative information concerning all Covered Persons shall be subject to the provisions of the Policy and shall be furnished to us by the Policyholder.]
3. [This Application is subject to the approval of National Casualty Company at its Home Office and that nothing contained herein shall be binding upon said Company until this Application has been so approved.]
4. [All benefits will be in accordance with the benefits proposed and agreed upon between National Casualty Company and the Policyholder as set forth in the Policy, subject to the Policyholder's approval.]
5. [Benefits are not provided unless otherwise provided in the Policy; (a) in case of bodily injury or sickness arising out of or in the course of any employment for wage or profit; or (b) for any bodily injury or sickness for which the person on whom the claim is presented has or had a right to compensation under Workers' compensation or similar occupational disease law.]

### **[Policyholder (herein referred to as "We") responsibilities under this policy**

We agree (1) to maintain the records necessary to administer the Policy(s); (2) to report additions, changes, terminations and other information necessary to the administration of the Policy(s) to the insurer within [31] days after the Effective Date of such additions, changes and terminations; (3) that if We do not notify the insurer of any insured ineligibility or termination within [31] days, We shall forfeit any premium refund/credit that would otherwise have been due; (4) to make all such records, including payroll records, tax returns, and personnel files and other documentation as determined by the insurer available upon request to the insurer or its authorized representative; (5) to notify the insurer of claims within [20] days after they are incurred; (6) to pay all premiums in accordance with the terms of this Policy; and (7) to notify all Employees of any termination or rescission of coverage which affects them and refund the appropriate premium.]

By the signature below of its duly authorized representative, the proposed Policyholder hereby applies for the National Casualty Company Policy and the proposed Policyholder understands and agrees that it shall be subject to the provisions set forth herein.

It is understood that all of the answers We have provided are representations and not warranties.

**BEFORE SIGNING THE APPLICATION, PLEASE READ THE FRAUD WARNING(S) APPLICABLE TO YOUR STATE(S) ON THE NEXT PAGE.**

## State Fraud Notices

**(California)** For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**(Florida)** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**(Kentucky)** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**(Louisiana)** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**(Missouri)** An insurance company or its agent or representative may not ask an applicant or policyholder to divulge in a written application or otherwise whether an insurer has canceled or refused to renew or issue to the applicant or policyholder a policy of insurance. If a question(s) appears in this application, you should not renew it.

**(Pennsylvania)** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**(Puerto Rico)** Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggregated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a maximum of two (2) years.

**(Washington)** Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law."

**(All Other States)** Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and/or civil penalties.

**(New York)** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand (5,000) dollars and the stated value of the claim for each such violation.

## Please Sign and Date

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,

*City and State*

*Date*

*Month*

*Year*

By: \_\_\_\_\_

*Signature of [Employer]*

*[Association Representative]*

*[School Official]*

*Printed name of [Employer]*

*[Association Representative]*

*[School Official]*

*Job Title*

**[Employer's Signature witnessed by (must be 18 or older):**

\_\_\_\_\_

*Signature of Witness*

\_\_\_\_\_

*Printed name of Witness*

\_\_\_\_\_

*Date ]*

**[Signature of Agent / Producer:**

\_\_\_\_\_

*Signature of Agent / Producer*

\_\_\_\_\_

*Printed Name of Agent / Producer*

\_\_\_\_\_

*Date ]*

## Producer Information

|  |                      |               |
|--|----------------------|---------------|
| Company / Brokerage Name                                   |                      |               |
| Company Address (if different than above) City, State, Zip |                      |               |
| Name of Agent Representing the Group                       |                      |               |
| Phone<br>(     )     -                                     | Fax<br>(     )     - | Email Address |
| Producer Number  |                      |               |

Send Completed Application to:

**[** National Casualty Specialty WorkPlace Benefits **]** **[** PO Box 1199, Newark, OH 43058 -1199 **]**



# Multiflex<sup>SM</sup> [ABC University] Dental Insurance [Enrollment Form] [Application]

The enrollment form application and 1<sup>st</sup> Month's premium and fees through Electronic Funds Transfer Authorization, Check or Credit Card Authorization, are required to put your coverage in force.

## Insured Coverage Information (please print clearly or type)

|                          |   |   |
|--------------------------|---|---|
| Full Name                | <input type="checkbox"/> Non-Funded Graduate <input type="checkbox"/> Funded Graduate | Birth Date (MM/DD/YYYY) / /   |
| Address (City/State/Zip) | <input type="checkbox"/> Undergraduate Student <input type="checkbox"/> Post Doc      | Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced/ Separated |
| Home Phone ( ) -         | Sex <input type="checkbox"/> Male <input type="checkbox"/> Female                     | Social Security #   |

## Check Type of Coverage and Plan Selected

Type of Coverage  Insured Only  Insured Plus One  Insured + Family (Insured plus 2 or more)

Plan Selected  \$1,000  \$1,500  \$2,000  Other \_\_\_\_\_

Plan 1  Plan 3  Orthodontia \$1,000

Plan 2  Other  Orthodontia \$1,500

Requested Effective Date (MM/DD/YYYY) (Policy issued the first of the month only) / [ 01 ] /

## Calculate Monthly Dues

|   |           |
|---|-----------|
| Monthly Premium                                   | \$        |
| (Refer to premium charts to find monthly premium) |           |
| Monthly Admin. Fee                                | \$ 5.00   |
| Monthly NSBA Fee*                                 | + \$ 1.00 |
| <b>Monthly Total Due</b>                          | \$        |

## Coordination of Benefits

1. Does your spouse/ domestic partner have a dental plan?  Yes  No  
If answer is "Yes", are dependents enrolled under spouses plan?  Yes  No

2. All dependent children above age 18 are full-time students?  Yes  No  
If not, who?

\* The (NSBA) monthly membership fee is \$1.00. This fee will appear on your monthly invoice. Participation is mandatory. As a value added feature of Multiflex Dental, you will automatically become a member of the National Small Business Association (NSBA). You can learn more about the (non-insurance) benefits and services by visiting [www.nsba.net](http://www.nsba.net)

## Dependent Coverage Information

 For additional dependants, please attach a separate sheet of paper including the following information:

| Relation                 | Name | Social Security Number<br>XXX-XX-XXXX | Date of Birth<br>M/D/YYYY | Gender<br>M/F |
|--------------------------|------|---------------------------------------|---------------------------|---------------|
| Spouse/ Domestic Partner |      | - -                                   | / /                       |               |
| Child                    |      | - -                                   | / /                       |               |
| Child                    |      | - -                                   | / /                       |               |
| Child                    |      | - -                                   | / /                       |               |
| Child                    |      | - -                                   | / /                       |               |

## Payment Method (Choose one) — You will receive a monthly invoice regardless of payment method.

**Electronic Fund Transfer**  
I want to pay by  Electronic Fund Transfer (EFT). Please complete and sign Electronic Fund Transfer (EFT) form on page 2.

**Check or Money Order**  
I want to pay by  Check or Money Order. Please bill me direct. Make Checks payable to: **Multiflex Dental**

**Credit Card**  
Charge my Credit Card  Visa  MasterCard  
Credit Card # Exp. Date (MM/YYYY) /  
DEDUCTION AUTHORIZATION: I hereby authorize the insurance premiums to be deducted monthly from my credit card and remitted to Multiflex Dental. This authority is to remain in effect until I cancel it by written notification to Multiflex Dental at least 31 days in advance of the intended termination date of my coverage. (Any excess premiums which may accrue after termination of my coverage will be refunded to me.)  
Name as it appears on Card  
Card billing address  
Signature Date (MM/DD/YYYY) / /

## Please Sign and Date

**Fraud Notice (Individual State Fraud Notices are on page 2 of this application)**  
(NY) Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**SIGNATURE AND DATE**  
By my signature below, I hereby apply for coverage with **MULTIFLEX Dental** insurance under Group Dental Insurance Policy. I also certify that I have read and understand the applicable Fraud Notices. I certify that I am an admitted student as of the date of this application.

SIGNATURE DATE (MM/DD/YYYY)

**MAIL SIGNED FORM TO:**  
**Gilsbar, PO Box 998, Covington, LA 70434 OR FAX BOTH SIDES OF THIS FORM TO: (985) 871-1855**

## State Fraud Notices (NY State Fraud Notice is on page 1 of this [enrollment form][application].)

(California) For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

(Florida) Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

(Kentucky) Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

(Louisiana) It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

(Missouri) An insurance company or its agent or representative may not ask an applicant or policyholder to divulge in a written application or otherwise whether an insurer has canceled or refused to renew or issue to the applicant or policyholder a policy of insurance. If a question(s) appears in this application, you should not renew it.

(Pennsylvania) Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

(Puerto Rico) Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggregated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a maximum of two (2) years.

(Washington) Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law."

(All Other States) Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and/or civil penalties.

### MULTIFLEX DENTAL ELECTRONIC FUNDS TRANSFER AUTHORIZATION

Save time and postage by using our Electronic Funds Transfer (EFT) Service for your monthly premium and fees payment.

#### How Does EFT Work?

The EFT service allows you to automatically pay your insurance premiums and fees from a bank or money account of your choice. There is no fee charged by [Merchants Benefit Administration] for this service. We will continue to send you a monthly statement as a reminder to make sure you have funds available in your account to cover the payment. We will issue instructions to your bank to forward payment on the due date of each month.

If there are insufficient funds in your account on the payment due date, your payment will be considered unpaid and delinquent. [Multiflex Dental] will send you a late notice should this occur. There will be a \$15.00 fee associated with an insufficient funds notification.

If you choose to discontinue the EFT service, you must notify [Multiflex Dental] in writing at least 30 days before the next payment due date.

To initiate the EFT service, complete and sign the form below.

#### AUTHORIZATION AGREEMENT FOR ELECTRONIC FUND TRANSFER

NAME ON BANK ACCOUNT

NAME OF BANK

BANK ACCOUNT NUMBER

BANK ROUTING NUMBER

*You should attach or fax a voided check or savings deposit slip.*

TYPE OF ACCOUNT  SAVINGS  CHECKING

I hereby authorize [Multiflex Dental] to initiate EFT debit entries for the payment of insurance premiums and fees from the bank listed above. The debit entry amount will be the total of the invoice for insurance premiums and fees due each month. This authorization will remain in effect until [Multiflex Dental] receives written instructions from me to terminate the service.

ACCOUNT HOLDER'S SIGNATURE

DATE (MM/DD/YYYY)

/ /

#### Producer Information (please print clearly or type)

|                    |                 |                       |
|--------------------|-----------------|-----------------------|
| Producer Signature | Producer Number | For Internal Use Only |
|--------------------|-----------------|-----------------------|

#### Enrollment Form [Application] Questions?

Please call us at 1-800-445-7227, Option 3, Monday—Friday, 8:00AM—4:00PM(PST).



**Section I – Employee Data**

PLEASE PRINT OR TYPE

|  |                |                       |  |                          |  |
|--|----------------|-----------------------|--|--------------------------|--|
| Employee Last Name, Suffix (e.g., Sr, Jr)  | First Name     | MI                    | E-mail Address   | Home Phone               |  |
| Residence Address  | City           | County                | State  | Zip Code                 | Business Phone   |
| Mailing Address if different than above:   |                |                       |  |                          |  |
| Social Security Number   | Date of Birth  | Gender (M/F)          | Height   | Weight                   | Tobacco Use  |
| ____-____-____   | ____-____-____ | _____                 | ____' ____"  | ____ lbs                 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Employer Name  | Job Title      | Hours Worked Per Week | Earnings Reported on   | Annual Earnings (Salary) | Eligible Class   |
| _____  | _____          | _____                 | <input type="checkbox"/> W2 <input type="checkbox"/> 1099<br><input type="checkbox"/> Other, Explain _____ | _____                    | _____  |
| <input type="checkbox"/> Active Employee – List Full-Time Hire Date ____-____-____   |                |                       |  |                          |  |
| <input type="checkbox"/> Retired Employee – List Date of Retirement ____-____-____ (Coverage available only if offered by your Employer) |                |                       |  |                          |  |
| <input type="checkbox"/> COBRA Coverage – List Qualifying Event Date ____-____-____ & Description _____                                  |                |                       |  |                          |  |

**Section II – Election or Refusal of Coverages**

Please check a box for each coverage. [Note: some coverages may not be offered by your employer.]

| [Elect]                  | [Refuse]                 | Product  | Benefit Options, if applicable  |
|--------------------------|--------------------------|--|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Accident Ca\$hBack                               | [List] Plan Name: _____   |
| <input type="checkbox"/> | <input type="checkbox"/> | Hospital Ca\$hBack                               | [List] Plan Name: _____   |
| <input type="checkbox"/> | <input type="checkbox"/> | Accident & Hospital Ca\$hBack (combination plan) |   |
| <input type="checkbox"/> | <input type="checkbox"/> | Dental   | [List] Plan Name: _____   |
| <input type="checkbox"/> | <input type="checkbox"/> | Basic Term Life                                  | Benefit Amount: _____   |
| <input type="checkbox"/> | <input type="checkbox"/> | Basic Dependent Term Life                        | Spouse / Domestic Partner: Benefit Amount: _____<br>Child(ren): Benefit Amount: _____                     |
| <input type="checkbox"/> | <input type="checkbox"/> | Basic AD&D [*]                                   | Benefit Amount: _____   |
| <input type="checkbox"/> | <input type="checkbox"/> | Voluntary Term Life                              | [__ x Annual Earnings] [or] [Specify] Benefit Amount: _____   |
| <input type="checkbox"/> | <input type="checkbox"/> | Voluntary Dependent Term Life                    | Spouse / Domestic Partner: [Specify] Benefit Amount: _____<br>Child(ren): [Specify] Benefit Amount: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | Voluntary AD&D                                   | [__ x Annual Earnings] [or] [Specify] Benefit Amount: _____   |
| <input type="checkbox"/> | <input type="checkbox"/> | Accidental Death                                 | [__ x Annual Earnings] [or] [Specify] Benefit Amount: _____   |

\* Includes Dependent AD&D, if Dependent coverage is offered by your employer

IF YOU ARE REFUSING ALL COVERAGES, PLEASE READ THE IMPORTANT NOTICES IN SECTION IV, SIGN HERE AND STOP.

IF YOU ARE ELECTING ANY COVERAGE, PLEASE PROCEED TO SECTION III.

I certify that I have read the Late Enrollee Important Notice in Section IV of this Enrollment Form. I understand that if I wish to enroll for benefits at a later date, I may be considered a Late Enrollee and may only be permitted to enroll during the group's annual enrollment period. I also understand that if I wish to enroll for Life [any other] coverage at a later date, I must provide evidence of insurability.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## Section III – Enrollment Information

### Beneficiaries

Complete this section only when  Basic  and/or  Voluntary  Life  or  AD&D  or  Accidental Death benefits are  offered  selected above.

Unless otherwise specified herein, if two or more beneficiaries are named as primary or as contingent, the proceeds shall be paid in equal shares to the named beneficiaries surviving the insured. If specifying a %, totals must equal 100%. To name additional beneficiaries, please use a separate sheet.

|            | Last Name, First Name, MI | Relationship | Social Security Number | % |
|------------|---------------------------|--------------|------------------------|---|
| Primary    |                           |              |                        |   |
| Primary    |                           |              |                        |   |
| Contingent |                           |              |                        |   |
| Contingent |                           |              |                        |   |

### Eligible Dependents to be Covered

If your employer is offering dependent coverage, list all your dependents to be covered. (Use separate sheet if necessary.)

| Relation | Name: Last, Suffix (e.g. Sr., Jr.) First, MI | Social Security Number | Date of Birth (M-D-YYYY) | Gender (M/F) | Height | Weight | Tobacco Use   |
|----------|--|------------------------|--------------------------|--------------|--------|--------|---|
| Spouse * |  | - -                    | - -                      |              | ' "    | lbs    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| Child    |  | - -                    | - -                      |              | ' "    | lbs    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| Child    |  | - -                    | - -                      |              | ' "    | lbs    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| Child    |  | - -                    | - -                      |              | ' "    | lbs    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| Child    |  | - -                    | - -                      |              | ' "    | lbs    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

\*For purposes of this Enrollment Form, Spouse includes a Domestic Partner or civil union partner.

### Prior Coverage

Do you  or any of the dependents listed above currently have other  group insurance coverage?  No  Yes

Coverage Type(s)  Health  Dental  Life

Name of person(s) covered:

## Section IV – Please Read the Following Important Notices

**Late Enrollees** If you refuse coverage for yourself and/or your dependents for any reason, you may be considered a late enrollee and will only be permitted to enroll during the group's next annual enrollment period or within 31 days of a change in family status, subject to the pre-existing conditions limitation. Also understand that if you wish to enroll for any coverage at a later date, you must provide evidence of insurability.

**Pre-existing** The  hospital coverage for which you are enrolling has a pre-existing conditions limitation of 12 months.

**Health Information Practices** I understand that under the Federal Regulations and state law, I have a right to see and correct personal information that National Casualty collects about me, and that I may obtain a description of my rights under these laws and of National Casualty's information practices by writing to National Casualty at the following address: National Casualty Company, Attention: Compliance Department, 5525 Parkcenter Circle, Dublin, Ohio 43017.

**Confirmation** I agree that the information set forth on this enrollment form is correctly recorded, complete and true to the best of my knowledge and belief, and that it forms the basis of my insurance. I further agree that the Certificate together with this Enrollment Form, the  Group Policy, and Policyholder's Application, and any amendments or riders will completely describe the benefits and conditions of the insurance agreement. National Casualty Company (hereafter referred to as "Company") will rely and act upon the answers and information I provide on this Enrollment Form. The Company reserves the right to retroactively adjust the premium rate for the group at any time in the event that material misrepresentation of information has occurred. My insurance coverage will not become effective until this Enrollment Form is received and approved by the Company,  any applicable premium is paid, and in no event prior to the effective date of the Group Policy issued to  my employer  the Policyholder.

## Section V – Please Read, Sign and Date Below

**(California)** For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**(Florida)** Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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**(New York)** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

\_\_\_\_\_  
Name of Employee (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Mail completed Enrollment Form to:

[National Casualty Specialty [WorkPlace] Benefits, PO Box 1199, Newark OH 43058-1199]

# National Casualty Company

Home Office: Columbus, Ohio

## COSMETIC BENEFIT INSURANCE RIDER

Attached to and made part of this Policyholder's [Group][Voluntary][Association] Dental Policy and each Certificate of Insurance issued under such policy. It is hereby agreed that the Policy and Certificate are amended by adding the Cosmetic Benefits provision as defined below:

**Effective Date:** This rider is effective on [Month, Day, Year].

### What benefits are provided?

**[1. Porcelain Onlays, Crowns, Fixed Partial Denture Retainers and Pontics (when a Fixed Partial Denture is a covered service) and Composite Resin Fillings for Posterior teeth:**

The following procedures will be covered under the Schedule of Benefit, subject to the Benefit Maximum, Percentage of Covered Expenses, [Deductibles] and Benefit Waiting Periods, [where applicable]:

| Description  | Procedure Class | Frequency Limitation | Waiting Period [Months] | Maximum Reimbursement         |                                   |
|--|-----------------|----------------------|-------------------------|-------------------------------|-----------------------------------|
|  |                 |                      |                         | In-Network [CMAC, MAC or SAF] | Out-of-Network [CMAC, MAC or SAF] |
| [Resin-Based Composite - one, two, three or more surfaces]     | [A,B,C]         | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Inlay - Porcelain/Ceramic - one, two, three or more surfaces] | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Onlay - Porcelain/Ceramic - one, two, three or more surfaces] | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Crown - Porcelain/Ceramic Substrate]                          | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Crown - Porcelain Fused to High Noble Metal]                  | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Crown - Porcelain Fused to Predominantly Base Metal]          | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Crown - Porcelain Fused to Noble Metal]                       | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Pontic - Porcelain Fused to High Noble Metal]                 | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Pontic - Porcelain Fused to Predominantly Base Metal]         | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Pontic - Porcelain Fused to Noble Metal]                      | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Pontic - Porcelain/Ceramic]                                   | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Inlay - Porcelain/Ceramic, two or three or more surfaces]     | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Onlay - Porcelain/Ceramic, two or three or more surfaces]     | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Crown - Porcelain/Ceramic]                                    | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Crown - Porcelain Fused to High Noble Metal]                  | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Crown - Porcelain Fused to Predominantly Base Metal]          | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |

[Crown - Porcelain Fused to Noble Metal]

[C,B]

[a-p, 1-7]

[0-36]

[\$0 - \$10,000]

[\$0 - \$10,000]

]

**[2. Tooth Bleaching benefit:**

The following procedures will be covered in addition to the Benefit Maximum on the Schedule of Benefits, subject to the following:

| Description                      | Procedure Class | Frequency Limitation | Waiting Period [Months] | Maximum Reimbursement         |                                   |
|----------------------------------|-----------------|----------------------|-------------------------|-------------------------------|-----------------------------------|
|                                  |                 |                      |                         | In-Network [CMAC, MAC or SAF] | Out-of-Network [CMAC, MAC or SAF] |
| [External Bleaching - per arch]  | [A,B,C]         | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [External Bleaching - per tooth] | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |
| [Internal Bleaching - per tooth] | [C,B]           | [a-p, 1-7]           | [0-36]                  | [\$0 - \$10,000]              | [\$0 - \$10,000]                  |

**Plan Year Benefit Maximum:** [\$100-\$1,000]

**Maximum Lifetime Benefit:** [\$100-\$10,000]

**Deductible:** In-network: [\$0-\$250 per person] Out-of-network: [\$0-\$500 per person]

**Percentage of Covered Expense:** In-network: [50%-100%] Out-of-Network: [50%-100%]

**Benefit Waiting Periods:** [0-36] months. [Subject to takeover benefits.]

**Limitations:** [[1-4] time(s) per tooth or per arch in any [3-60] month period.][Available only to Covered Persons over age [16-25].]

President

# National Casualty Company

Home Office: Columbus, Ohio

## MAXIMUM ROLL FORWARD INSURANCE RIDER

Attached to and made part of this Policyholder's [Group][Voluntary][Association] Dental Policy and each Certificate of Insurance issued under such policy. It is hereby agreed that the Policy and Certificate are amended by adding the Maximum Roll Forward Benefit provision as defined below:

**Effective Date:** This rider is effective on [Month, Day, Year].

**Policyholder Status:**

[This is a new group with no prior Maximum Roll Forward Benefit provision in place.]

[This is an in-force group renewing coverage and adding this rider. Roll Forward Amounts will be accumulated based on the claim activity from the first complete Plan Year this Rider was in-force.]

[This is a Takeover group. Roll Forward Amounts will be accumulated based on the prior Plan Year's claim activity, subject to availability of applicable data from the prior insurance carrier.]

**May You roll forward insurance benefits under this program?**

Yes, a Covered Person may be eligible to carryover a portion of his or her unused Benefit Maximum as follows:

If a Covered Person submits Qualifying Claims for Covered Procedures during a Plan Year and, in that Plan Year, receives benefits that are in excess of any deductible or co-pay fees, and that, in total, do not exceed the Threshold Limit, the Covered Person will be credited a Roll Forward Amount for that Plan Year.

Roll Forward Amounts will be accrued and stored in the Covered Person's Roll Forward Account. If a Covered Person reaches his or her Benefit Maximum, We will pay a benefit from the Covered Person's Roll Forward Account up to the amount stored in the Covered Person's Roll Forward Account. The accrued Roll Forward Amounts stored in the Roll Forward Account may not be greater than the Roll Forward Account Limit.

A Covered Person's Roll Forward Account will be eliminated, and the accrued Roll Forward Amounts lost, if the Covered Person has a break in coverage of any length of time, for any reason.

The Threshold Limit, Roll Forward Amounts, and Carryover Account Limits for this Policy/Certificate are:

- Threshold Limit: [\$100-\$1,500]
- Roll Forward Amount: [\$100-\$1,000]
- Roll Forward Account Limit: [\$100-\$2,000]

Eligibility for a Roll Forward Amount will be established or reestablished at the time the first Qualifying Claim in a Plan Year is received for Covered Procedures incurred during that Plan Year.

In order to properly calculate Maximum Roll Forward Benefits, claims should be submitted timely in accordance with the Proof of Loss provision found within the Claims Provision. You have the right to request review of prior Maximum Roll Forward Benefit calculations. The request for review must be within [12, 18, 24, 36]-months from the date the Maximum Roll Forward Benefit was established.

**Other Specifications:**

**[Calendar Year Plans:** If this plan's dental coverage first becomes effective in October, November or December, this Rider will not apply until January 1 of the first full calendar year. And, if the Effective Date

of a Covered Person's dental coverage is in October, November or December, this Rider will not apply to the Covered Person until January 1 of the next calendar year. In either case:

1. only claims incurred on or after January 1 will count toward the Threshold Limit; and
2. Roll Forward Amounts will not be applied to a Covered Person's Roll Forward Account until the calendar year that starts one year from the date the Rider first applies.]

**[Policy Year Plans:** If the Effective Date of a Covered Person's dental coverage is within the three months prior to the start of this plan's next Policy Year, this benefit Rider will not apply to the Covered Person until the next Policy Year, and:

1. only claims incurred on or after the start of the next Policy Year will count toward the Threshold Limit; and
2. Roll Forward Amounts will not be applied to a Covered Person's Roll Forward Account until the Policy Year that starts one year from the date the Rider first applies.]

[If charges for Procedure Class C Services are not payable for a Covered Person due to a Benefit Waiting Period for certain Covered Procedures, this Rider will not apply to the Covered Person until the end of such Benefit Waiting Period. And, if the Benefit Waiting Period ends within the three months prior to the start of this plan's next Plan Year, this Rider will not apply to the Covered Person until the next Plan Year, and:

1. only claims incurred on or after the start of the next Plan Year will count toward the Threshold Limit; and
2. Roll Forward Amounts will not be applied to a Covered Person's Roll Forward Account until the Plan Year that starts one year from the date the Rider first applies.]

[If the Percentage of Covered Expense increase each Plan Year for certain Covered Procedures, this Rider will not apply to the Insured until all Percentages of Covered Expense reach the ultimate level. And, if the Percentages of Covered Expense reach the ultimate level within the three months prior to the start of this plan's next Plan Year, this Rider will not apply to the Covered Person until the next Plan Year, and:

1. only claims incurred on or after the start of the next Plan Year will count toward the Threshold Limit; and
2. Roll Forward Amounts will not be applied to a Covered Person's Roll Forward Account until the Plan Year that starts one year from the date the Rider first applies.]

#### **Definitions:**

**Plan Year:** The [Calendar Year] [or] [Policy Year], according to the type of plan applicable under the Policy/Certificate to which this Rider is attached.

**Roll Forward Account:** The amount of a Covered Person's accrued Roll Forward Amounts.

**Roll Forward Account Limit:** The maximum amount of cumulative Roll Forward Amounts that a Covered Person can store in his or her Roll Forward Account.

**Roll Forward Amount:** The dollar amount, which will be added to a Covered Person's Roll Forward Account when he or she receives benefits in a Plan Year that do not exceed the Threshold Limit.

**Qualifying Claim:** A claim under Procedure Class(es) [A], [B] [and] [C], but not Class D].

**Threshold Limit:** The maximum amount of benefits that a Covered Person can receive during a Plan Year and still be entitled to receive the Maximum Roll Forward Amount.

President

**NATIONAL CASUALTY COMPANY**  
**One Nationwide Plaza**  
**Columbus, Ohio 43215-2220**

**Wellness and/or Health Care Services Endorsement**

**General Information Regarding this Endorsement**

This Insured's Wellness and/or Health Care Services Endorsement ("Endorsement") revises the terms and conditions of the policy to which it is attached. To the extent the terms of the policy and this Endorsement are inconsistent, the terms of this Endorsement shall control. Non-defined terms shall have the meaning given to them in the policy.

There is no additional charge or required Premium for programs or services offered pursuant to this Endorsement.

**Purpose**

The purpose of this Endorsement is to inform the Policy Owner that, from time to time, we may offer the Insured access to certain health and/or wellness programs and services.

**Programs and Services**

The programs and services may include, but are not limited to, access to service provider referral networks, benefit consultation services and/or wellness programs. Such programs and/or services will be offered on all eligible policies on a uniform and not unfairly discriminatory basis.

We may arrange for third party service providers to administer such program or service.

All terms and conditions regarding the program or service, if any, are determined by the third party service provider. We are not liable for negligent acts or omissions of such third party service providers. Participation in such program or service is voluntary.

**Availability**

Programs and services provided under this Endorsement are subject to availability and may be modified, suspended, or terminated providing you with written notice.



President



|                                 |  |                               |                                 |
|---------------------------------|--|-------------------------------|---------------------------------|
| <i>SERFF Tracking Number:</i>   | <i>NWLC-125991652</i>                          | <i>State:</i>                 | <i>Arkansas</i>                 |
| <i>Filing Company:</i>          | <i>National Casualty Company</i>               | <i>State Tracking Number:</i> | <i>41384</i>                    |
| <i>Company Tracking Number:</i> | <i>NSHDTL-NC-2000</i>                          |                               |                                 |
| <i>TOI:</i>                     | <i>H10G Group Health - Dental</i>              | <i>Sub-TOI:</i>               | <i>H10G.000 Health - Dental</i> |
| <i>Product Name:</i>            | <i>Dental - Employer, Association, Student</i> |                               |                                 |
| <i>Project Name/Number:</i>     | <i>NSHDTL-NC-2000/NSHDTL-NC-2000</i>           |                               |                                 |

## **Rate Information**

Rate data does NOT apply to filing.

|                                 |  |                               |                                 |
|---------------------------------|--|-------------------------------|---------------------------------|
| <i>SERFF Tracking Number:</i>   | <i>NWLC-125991652</i>                          | <i>State:</i>                 | <i>Arkansas</i>                 |
| <i>Filing Company:</i>          | <i>National Casualty Company</i>               | <i>State Tracking Number:</i> | <i>41384</i>                    |
| <i>Company Tracking Number:</i> | <i>NSHDTL-NC-2000</i>                          |                               |                                 |
| <i>TOI:</i>                     | <i>H10G Group Health - Dental</i>              | <i>Sub-TOI:</i>               | <i>H10G.000 Health - Dental</i> |
| <i>Product Name:</i>            | <i>Dental - Employer, Association, Student</i> |                               |                                 |
| <i>Project Name/Number:</i>     | <i>NSHDTL-NC-2000/NSHDTL-NC-2000</i>           |                               |                                 |

## Supporting Document Schedules

|                         |  |                       |                 |            |
|-------------------------|--|-----------------------|-----------------|------------|
| <b>Satisfied -Name:</b> | Flesch Certification   | <b>Review Status:</b> | Approved-Closed | 03/12/2009 |
| <b>Comments:</b>        |  |                       |                 |            |
| <b>Attachment:</b>      | CERTIFICATE OF READABILITY - NC.pdf                            |                       |                 |            |
| <b>Satisfied -Name:</b> | Application  | <b>Review Status:</b> | Approved-Closed | 03/12/2009 |
| <b>Comments:</b>        | See Forms Schedule tab.  |                       |                 |            |
| <b>Satisfied -Name:</b> | Memorandum   | <b>Review Status:</b> | Approved-Closed | 03/12/2009 |
| <b>Comments:</b>        |  |                       |                 |            |
| <b>Attachment:</b>      | Actuarial Memo - National Casualty.pdf                         |                       |                 |            |
| <b>Satisfied -Name:</b> | Statement of Variability                                       | <b>Review Status:</b> | Approved-Closed | 03/12/2009 |
| <b>Comments:</b>        |  |                       |                 |            |
| <b>Attachment:</b>      | NC EOv.pdf   |                       |                 |            |
| <b>Satisfied -Name:</b> | By Laws  | <b>Review Status:</b> | Approved-Closed | 03/12/2009 |
| <b>Comments:</b>        |  |                       |                 |            |
| <b>Attachments:</b>     | Consumers Direct Association of America.pdf<br>NSBA Bylaws.pdf |                       |                 |            |
| <b>Satisfied -Name:</b> | Letter of Authorization  | <b>Review Status:</b> | Approved-Closed | 03/12/2009 |

*SERFF Tracking Number:*      *NWLC-125991652*                      *State:*                      *Arkansas*  
*Filing Company:*              *National Casualty Company*                      *State Tracking Number:*      *41384*  
*Company Tracking Number:*      *NSHDTL-NC-2000*  
*TOI:*                      *H10G Group Health - Dental*                      *Sub-TOI:*                      *H10G.000 Health - Dental*  
*Product Name:*              *Dental - Employer, Association, Student*  
*Project Name/Number:*      *NSHDTL-NC-2000/NSHDTL-NC-2000*

**Comments:**

**Attachment:**

Authorization letter.pdf

SERFF Tracking Number: NWLC-125991652 State: Arkansas  
Filing Company: National Casualty Company State Tracking Number: 41384  
Company Tracking Number: NSHDTL-NC-2000  
TOI: H10G Group Health - Dental Sub-TOI: H10G.000 Health - Dental  
Product Name: Dental - Employer, Association, Student  
Project Name/Number: NSHDTL-NC-2000/NSHDTL-NC-2000

**Satisfied -Name:** Consumers Direct Association of America  
**Review Status:** Approved-Closed  
03/12/2009

**Comments:**

Consumers Direct Objection Responses  
Consumers Direct AR Member List  
Consumers Direct Financials (confidential)  
Consumers Direct Brochure  
Consumers Direct By Laws - attached under Supporting Documentation, By Laws component

**Attachments:**

Consumers Direct Objection Responses.pdf  
Consumers Direct AR Member List.pdf  
Consumers Direct Financials.pdf  
Consumer's Direct Brochure.pdf

**Satisfied -Name:** National Small Business Association  
**Review Status:** Approved-Closed  
03/12/2009

**Comments:**

NSBA Objection Responses  
NSBA Basic Membership Brochure  
NSBA Info Sent to New Members 1  
NSBA Info Sent to New Members 2  
NSBA Multiflex Member Benefits  
NSBA By Laws - attached under Supporting Documentation, By Laws component

**Attachments:**

NSBA Objection Responses.pdf  
NSBA Basic Membership Brochure.pdf  
NSBA Info Sent to New Members 1.pdf  
NSBA Info Sent to New Members 2.pdf  
NSBA Multiflex Member Benefits.pdf

# CERTIFICATE OF READABILITY

| FORM NAME                              | FORM NUMBER                           | FLESCH SCORE |
|--|---------------------------------------|--------------|
| Policy                                 | NSHDTL-NC-2000                        | 68           |
| Certificate                            | NSHDTL-NC-2500                        | 65           |
| Schedule of Benefits                   | NSHDTL 2500-SCHED                     | 66           |
| Application                            | NSHDTL-NC-2300                        | N/A          |
| Enrollment Form – Association/Students | NSHDTL-NC-2800                        | 57           |
| Enrollment Form – Employee             | NSHWPB-NC-2800                        | 60           |
| Rider                                  | NSHDTL-NC-2400 – Cosmetic Benefit     | 69           |
| Rider                                  | NSHDTL-NC-2400 Max Roll Forward Rider | 67           |
| Rider                                  | NSHDTL-NC-2400 - Wellness             | 58           |

The text was Flesch scored online by Blue Centauri.

I certify that to the best of my knowledge and belief, the above referenced forms meet or exceed the readability, legibility, and format requirements of any applicable laws and regulations.



Tom DeNoma  
National Casualty Company

**National Casualty Company**  
**Actuarial Memorandum**  
Policy Number: NSHDTL-NC-2000

**Scope and Purpose**

The purpose of this actuarial memorandum is to describe the benefits and assumptions for the attached Group Dental Insurance Policy and Riders, and to certify that this Form is in compliance with applicable laws and regulations. This is a new filing. This memorandum is not intended to be used for any other purpose.

National Casualty Company has engaged Actuarial Worksite Marketing Services (AWMS), an actuarial consulting firm, to develop premium rates for its association group, and employer markets.

**Benefit Description**

This Form is designed to provide Dental Insurance benefits to employees/members/students and their dependents. There is an initial contract period of 12 months. The premiums may be paid by the employee, student, member, employer, association or combination. Benefits include reimbursement of Covered Expenses incurred from Covered Procedures (found in the Schedule of Covered Procedures of the Certificate), subject to any Deductible, Insurance Percentages (i.e. coinsurance), Co-Pay, and Maximum Annual Benefit. In addition, some procedures may have a waiting period, age limits and/or frequency limits as described in the Schedule of Covered Procedures of the Certificate.

The Maximum Reimbursement, Percentage of Covered Expense, and Deductible amounts may vary depending on whether or not a Participating or Nonparticipating Provider performs the Covered Procedure, as described in the Certificate.

The following riders may be attached to this Policy:

A Maximum Roll Forward Insurance Rider which allows for a portion of the unused Maximum Annual Benefit to be carried over into subsequent benefit years as defined in the rider.

A Cosmetic Benefit Rider which includes benefits for porcelain crowns, posterior composite restorations, and teeth bleaching.

**Renewability Clause**

This is an Annually Renewable Form for an annually rated group policy.

**Applicability**

The insurer anticipates new business issues only under this Form.

## Morbidity

The utilization and demographic assumptions used in developing the premium rates are based on a proprietary database provided by Actuarial Worksite Marketing Services, Inc., an actuarial consulting company. In addition, confidential network and non-network reimbursement data are used for the basis of reimbursing Covered Expenses by significant geographic area. The resulting rate basis is used to price the dental product nationally and covers the plan designs and features expected to be encountered on the large majority of cases. On occasion, an underwriter or actuary may need to interpolate a manual rate to meet a special need of a policyholder. The benefits and premiums underlying this data are similar to the benefits and premiums for this Form.

## Expenses

Expense assumptions underlying the premium rates are based on the Company's anticipated costs from agreements with the business entities that will be marketing, distributing and administering the product. They are level across all policy years. Total expenses on this policy form will not exceed 40%.

|                         | <b>Association</b> | <b>WorkPlace</b> | <b>Education</b> |
|-------------------------|--------------------|------------------|------------------|
| Commissions             | 16%                | 10%              | 16%              |
| Premium Tax             | 2.5%               | 2.5%             | 2.5%             |
| Admin                   | 11.5%              | 10.5%            | 11.5%            |
| Risk & Profit           | 5%                 | 5%               | 5%               |
| Nationwide Direct       | 4%                 | 10%              | 4%               |
| Nationwide Non-direct   | 1%                 | 2%               | 1%               |
| <b>Total Expenses</b>   | <b>40%</b>         | <b>40%</b>       | <b>40%</b>       |
| <b>Total Loss Ratio</b> | <b>60%</b>         | <b>60%</b>       | <b>60%</b>       |

## Marketing Method

This product is marketed to Employer Groups/Associations and Educational Institutions to whom the policy will be issued. This product will be distributed by the use of brokers/agents and/or consultants.

## Underwriting

There will be no individual underwriting of this policy. It is guarantee issued.

## Premium Classes

This Form has no discrete premium classes as such; however, certain factors are considered in pricing. These factors are: plan design, contribution percentage, group size, prior coverage, geographic location, industry, and average age and gender of the employees/members/students. The rating adjustments for each of these factors were determined by a proprietary inter-company database provided by Actuarial Worksite Marketing Services, Inc.

**Issue Age Range**

This Form can be issued to all ages. Initial premiums are based on the issue ages of the entire group, educational institution or association, and premiums are the same for all employees/members/students within it.

**Average Annual Premium**

The anticipated average annual premium per composite certificate is approximately \$891.48. This is based on a standard plan design with a \$50 deductible (3 per family unit), a \$1,000 annual maximum, waiting period for Class A services waived, 6 month waiting period for Class B and 18 month waiting period for Class C & D services, 100/80/60/60 Percentage of Covered Expense (i.e. coinsurance) for Class A/B/C/D services, assumed average age of 40-44 and a 50%/50% male/female split. Other plan designs and rating combinations are possible with the rating methodology established.

**Premium Modalization Rules**

This Form can be billed weekly, bi-weekly, monthly, quarterly, semiannually, or annually. Weekly premiums are 1/52 of annual premiums, bi-weekly premiums are 1/26 of annual premiums, and monthly premiums are 1/12 of annual premiums. Quarterly premiums are ¼ of annual premiums. Semiannual premiums are ½ of annual premiums. There is no adjustment for interest for different premium modes.

**Claim Liability and Reserve**

An incurred but not reported claim reserve will be held for this Form. This reserve will be estimated based on the previous claims lag data (claims by incurral month and by paid month).

**Trend Assumption**

In-Network Trend: The current annual trend factor is 3.5%.  
Out-of-Network Trend: The current annual trend factor is 5.2%.

**Anticipated Loss Ratio**

The Anticipated Loss Ratio for this Form is no less than 60.0% at every duration.

**Contingency and Risk Margins**

This Form includes a contingency and risk margin of 5% of premium.

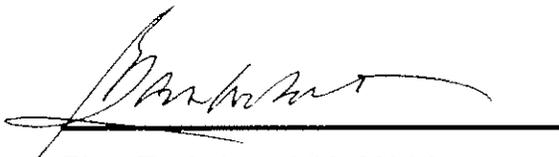
**Proposed Effective Date**

This Form will become effective immediately upon approval by the Department of insurance.

**Actuarial Certification**

National Casualty Company relied on external data of our business partners and work done by our external consultants in preparation for this filing.

I believe that the benefits under this policy are reasonable in relation to the premiums charged and in my opinion the premiums are not excessive, inadequate or unfairly discriminatory. To the best of my knowledge and judgment, this rate filing is in compliance with the applicable state insurance laws and regulations.



Efren Tanhehco, ASA, MAAA  
Senior Associate Actuary  
National Casualty Company

12-18-08

Date

STATEMENT OF VARIABILITY  
NATIONAL CASUALTY COMPANY  
GROUP/VOLUNTARY/ASSOCIATION/STUDENT DENTAL POLICY  
**POLICY FORM NSHDTL-NC-2000**

All wording that is bracketed will either be in or out. No new wording will be added.

- The policy can be issued to group individuals, voluntary members, association members and undergraduate, graduate or international students.
- Policyholder Name -- Actual name of policyholder will be substituted.
- Effective Date -- Actual effective date will be substituted.
- Policy Number -- Actual policy number will be substituted.
- Policyholder Address – Actual policyholder address will be substituted.
- Associated Companies – Actual company names will be substituted.
- First Policy Anniversary – Actual first policy anniversary date will be substituted.
- Subsequent Policy Anniversary – Actual subsequent policy anniversary date will be substituted.
- State or Other Jurisdiction of Issue – Actual state or other jurisdiction of issue will be substituted.
- General Provisions. All bracketed items will either be in or out. No changes in verbiage will occur.
- Page 2 – Entire Contract – This will either be in or out depending on the certificate holder.
- Page 2 – Incontestability – This will be in or out depending on the policy.
- Page 3 – Takeover Plan Verification – This will be in or out depending if the policy is taking over existing coverage.
- Premium Provisions. All bracketed items will either be in or out. No changes in verbiage will occur.
- Page 3 – Payment of Premiums – Either employer or association language will be in or out depending on if the policy is issued to an employer or

association.

- Page 3 – Premium Calculation – This will be either in or out.
- Page 3 - Premium Rate Guarantees – This will either be in or out
- Page 4 – Policyholder Grace Period – Policyholder – Bracketed material will either be in or out.
- Termination of Insurance. All bracketed items will either be in or out. No changes in verbiage will occur.

### **NSHDTL-NC-2400 MAXIMUM ROLL FORWARD INSURANCE RIDER**

All wording that is bracketed will either be in or out. No new wording will be added.

- Effective Date -- Actual effective date will be substituted.
- Policyholder Status – Bracketed material will either be in or out depending on the group.
- Calendar Year Plans – Bracketed material will either be in or out depending on if coverage becomes effective on January 1<sup>st</sup>.
- Policy Year Plans – Bracketed material will either be in or out depending if the policy becomes effective within 3 months prior to the start of the plan's next Policy Year.
- Plan Year – Bracketed material will either be in or out depending on if the plan is a calendar year or policy year plan.
- Qualifying Claim – Bracketed material will either be in or out. A claim will either be A, B or C and not D, E or F.

### **NSHDTL-NC-2400 COSMETIC BENEFIT INSURANCE RIDER**

All wording that is bracketed will either be in or out. No new wording will be added.

- Effective Date -- Actual effective date will be substituted.
- What benefits are Provided – Bracketed material is either in or out depending on what the policyholder chooses.
- ADA Code – This is a standard code, if it changes, the information will be supplemented.
- Description – Bracketed material is either in or out depending on the benefits chosen.

- Procedure Class – Bracketed material is either in or out and will change depending on if the procedure is preventative/diagnostic, basic, major orthodontia.
- Frequency Limitation – Bracketed material is either in or out and the policyholder can select from bracketed options labeled “a” through “p”.
- Waiting Period – Bracketed material is either in or out. The waiting period will be from 0 to 12 months depending on the policyholders selection.
- Tooth Bleaching Benefit – Bracketed material is either in or out depending on if the policyholder chooses this benefit.

### **SCHEDULE OF BENEFITS**

All wording that is bracketed will either be in or out. No new wording will be added.

- Policyholder Name -- Actual name of policyholder will be substituted.
- Effective Date -- Actual effective date will be substituted.
- Policy Number -- Actual policy number will be substituted.
- Policyholder Address – Actual policyholder address will be substituted.
- Associated Companies – Actual company names will be substituted.
- Insured Person – Actual insured name will be substituted.
- Certificate Effective Date – Actual effective date will be substituted.
- Covered Dependents – Actual covered dependent names will be substituted, if applicable.
- Covered Dependents Effective Date – Actual effective date of covered dependents will be substituted, if applicable.
- Initial Term – Actual term date will be substituted.
- Eligible Classes – Actual eligible class information will be substituted.
- Eligibility Waiting Period – Actual waiting period will be substituted.
- Frequency of Premium Payment – Actual frequency of premium payment will be substituted.

- Method of Premium Payment – Actual premium payment method will be substituted.
- Premium Due Date – Actual Premium due date will be substituted.
- Plan Year – Actual plan year type will be substituted.
- Plan Type – Actual plan type will be substituted.
- Preferred Treatment Location – Actual preferred treatment location will be substituted.
- Participating Provider Network – Actual participating provider network name will be substituted.
- Procedure Classes – Actual procedure class will be substituted.
- Deductible – Actual deductibles will be substituted.
- Takeover Benefits Apply – Will be yes or no depending on if the benefits apply to the policy.
- Plan Year Benefit Maximum – Actual plan year benefit maximums will be substituted.
- Orthodontia Service Benefits – Actual benefits will be substituted depending on if orthodontia service benefit is chosen.
- Cosmetic Benefits – Actual benefits will be substituted depending on if cosmetic benefits are chosen.
- Percentages of Covered Expenses

Plan year or Each Plan Year – One or the other will be chosen. If Each Plan Year is selected, Plan Year 2 and Plan Year 3 and Forward will be removed.

Procedure Class - Bracketed material is either in or out and will change depending on if the procedure is A, B, C, or D.

Preferred Treatment Location –

Covered Percentage In Network – Only applies if a network is used.

Out-of-Network – Only applies if a network is used.

Subject to Plan Year Max Benefit – Either yes or no.

- Schedule of Covered Procedures

Procedure Class - Bracketed material is either in or out and will change depending on if the procedure is A, B, C, or D.

Type of Maximum Reimbursement – Bracketed material is either in or out and will change depending on where the procedure takes place (i.e. – at a preferred treatment location, indemnity, in-network or out-of-network).

Frequency Limitations - Bracketed material is either in or out and the policyholder can select from bracketed options labeled “a” through “p” and “1” through “7”.

- Covered Procedures

Procedure Class - Bracketed material is either in or out and will change depending on if the procedure is A, B, C, or D.

Frequency Limitations - Bracketed material is either in or out and the policyholder can select from bracketed options labeled “a” through “p” and “1” through “7”.

Waiting Period - Bracketed material is either in or out. The waiting period will be from 0 to 12 months depending on the policyholders selection.

Periodontics (Non-Surgical) – Bracketed material is either in or out depending on what the policyholder chooses.

Periodontics (Surgical) – Bracketed material is either in or out depending on what the policyholder chooses.

Endodontics - Bracketed material is either in or out depending on what the policyholder chooses.

Miscellaneous - Bracketed material is either in or out depending on what the policyholder chooses.

Bridge - Bracketed material is either in or out depending on what the policyholder chooses.

Crown - Bracketed material is either in or out depending on what the policyholder chooses.

Crown and Bridge Repair - Bracketed material is either in or out depending on what the policyholder chooses.

Dentures - Bracketed material is either in or out depending on what the policyholder chooses.

Denture Repair - Bracketed material is either in or out depending on what the

policyholder chooses.

Other - Bracketed material is either in or out depending on what the policyholder chooses.

Orthodontia - Bracketed material is either in or out depending on what the policyholder chooses.

- Orthodontia Services - Bracketed material is either in or out depending on what the policyholder chooses.

### **NSHDTL-NC-2800 ENROLLMENT FORM/APPLICATION**

All wording that is bracketed will either be in or out. No new wording will be added.

- The enrollment form/application will be filled out for group individuals, voluntary members, association members and undergraduate, graduate or international students.
- The words or sentences in brackets are in or out. It depends on what the group is and what benefits they choose. This applies to the whole enrollment form/application.
- Calculate Monthly Dues – Bracketed material is either in or out. This section only applies to Associations. The Monthly Administration Fee may vary from \$1 to \$25. The monthly NSBA fee may vary from \$1 to \$25.
- Payment Method – Bracketed material is either in or out. This section will not apply to student dental.
- Deduction Authorization – Multiflex Dental may vary as payment may be made to another entity. Also, written notice of cancellation will be made 31, 45 or 60 days in advance of the intended termination date.
- Merchants Benefit Administration – This may vary as we may use another administrator to service our plan.
- Electronic Funds Transfer Authorization – Bracketed Material is either in or out. Insufficient Funds Notification Fee ranges from \$15 to \$50 in \$5 increments.

## **NSHDTL-NC-2300 EMPLOYER APPLICATION**

All wording that is bracketed will either be in or out. No new wording will be added.

- Eligibility Requirements – Bracketed material is either in or out. One section is for employer groups, the other section is for schools. Depending on which group the application is for, one or the other will be removed. In the employer section, the employee range is 2 to 51. The minimum working hours range is 10 to 35 hours.
- General Conditions – Bracketed material is either in or out.
- Policyholder Responsibilities – Bracketed material is either in or out. Additions, changes, terminations and other information necessary to administer the policy will be made within 31, 45 or 60 days. Notification of insured ineligibility or termination will be made within 31, 45 or 60 days. Claims notification will be made in 20, 30, 60 or 90 days.

## **NSHDTL-NC-2500 CERTIFICATE OF COVERAGE**

All wording that is bracketed will either be in or out. No new wording will be added.

Numerical ranges are given throughout.

Portability of Insurance is bracketed. It will be in or out depending on if it is chosen by the policyholder.

Continuation of Coverage is bracketed. It will be in or out depending of this type of coverage is chosen by the policyholder.

Complaint and Appeal Procedures – Insurance department contact information could change.

## **NSHWPB-NC-2800 EMPLOYEE ENROLLMENT FORM**

All wording that is bracketed will either be in or out. No new wording will be added.

**BYLAWS  
OF  
CONSUMERS DIRECT ASSOCIATION OF AMERICA**

**ARTICLE 1.  
PURPOSES AND POWERS**

**1.01 Purposes.** The corporation is organized for any lawful purpose or purposes as set forth in its Articles of Incorporation, including, but not limited to, being operated for charitable, educational or scientific purposes including, for such purposes, (a) the fostering and promoting of education and research concerning the advantages and availability of suitable discounted medical, medically related, non-medical and other benefit and service programs in respect of its members; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the benefits, medical issues and other related matters; (c) the location and determination of suitable and appropriate benefits, medical and other related products and services needed and desired by members at efficient and reasonable costs; and (d) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation.

**1.02 Powers.** The corporation shall possess all powers which a corporation may have that is organized under the Texas Non-Profit Corporation Act (the "Act"), as the same from time to time may be amended.

**ARTICLE 2.  
PRINCIPAL OFFICE; REGISTERED OFFICE AND AGENT**

**2.01 Principal Office.** The principal office of the corporation in Texas shall be located at such place as the board of directors from time to time may designate by duly adopted resolution. In addition, the corporation may maintain other offices either within or without Texas as its business requires.

**2.02 Registered Office.** The corporation shall have and continuously maintain in Texas a registered office which may be, but need not be, the same as its principal office. The address of the registered office will be identical with the office of the registered agent of the corporation. Such office will be continuously maintained within Texas for the duration of the corporation. The board of directors may from time to time change the address of its registered office by duly adopted resolution and submission of the appropriate forms to the Office of the Secretary of State.

**2.03 Registered Agent.** The corporation shall have and continuously maintain in Texas a registered agent, which agent may be an individual resident in Texas whose business office is identical with such registered office, or a domestic corporation, whether for profit or not for profit, or a foreign corporation for profit or not for profit, authorized to transact business or to conduct its affairs in Texas which has a business office identical with such registered office.

**2.04 Change of Registered Office or Agent.** The corporation may change its registered office or change its registered agent, or both, upon filing in the office of the Secretary of State a statement

setting forth such change. The change shall be authorized by the board of directors or by an officer so authorized by the board of directors. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

**2.05 Resignation of Registered Agent.** Any registered agent may resign; however, the corporation will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of the registered office, as sent to the Office of the Secretary of State, such copy to be delivered or sent to the corporation registered or certified mail, addressed to the Principal Office of the corporation and directed to the attention of the secretary of the corporation. A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Office of the Secretary of State; and such statement of resignation, or discontinuance of the registered office, shall be effective on the earlier of the filing by the corporation of an amendment to its annual registration statement designating a new registered agent, or registered office if discontinued, or the thirty-first (31<sup>st</sup>) day after the date on which the statement is filed.

### **ARTICLE 3. MEMBERS**

**3.01 Qualification.** The corporation shall have one or more classes of members. Membership in the corporation shall be open to any person or entity of any kind that subscribes to the purposes of the corporation. An active member's immediate family, being his or her spouse and children, may also qualify or be eligible for membership benefits. The term "children" means the active member's unmarried children from birth to age 19 who are primarily dependent on the member for support and maintenance or who are at least age 19 but less age 25 who regularly attend an institution of learning and are primarily dependent upon the active member for support and maintenance. If insurance is provided to an active member or his immediate family as an association benefit, then the definitions in the policy shall control.

**3.02 Application and Admission.** Application for membership shall be made in writing and shall contain such information as the corporation may require. Each application shall be accompanied by an application or enrollment fee and monthly dues in an amount determined by the board of directors. A refund policy shall also be determined by the board of directors in accordance with these bylaws and any applicable law.

**3.03 Classes of Members.** The designation of such class or classes of members shall be (1) individuals, (2) independent contractors, (3) self-employed individuals, (4) employers, (5) employees, (6) employee groups, (7) franchisees, (8) affiliated non-profit corporations and their members, and (9) affinity marketing groups or sponsoring organizations and their members and/or employees. The manner of election or appointment and the qualifications and rights of the members of each class are set forth herein and may be changed at any time by the board of directors by an amendment to the bylaws. Divisions within each class or classes and benefit package levels for each member may be determined by the board of directors.

**3.04 Active Member.** Any member who is not in default in the payment of dues for a period of one (1) month or more from the beginning of the period for which such dues become payable shall be an active member and shall be entitled to all of the rights, privileges and benefits provided to such members as so determined by the board of directors.

**3.05 Certificates or Cards Evidencing Membership.** The board of directors by duly adopted resolution may, but is not required, to provide for the issuance of certificates or cards evidencing

membership in the corporation. Such certificates or cards may be signed by the president, vice-president or executive director and by the secretary or an assistant secretary. The name and address of each member and the date of issuance of the certificate or card shall be entered in the records of the corporation. If any certificate or card shall become lost, mutilated or destroyed, a new certificate or card may be issued upon such terms, provisions and conditions as the board of directors may determine.

**3.06 Voting Rights.** Each member of each class shall have voting rights and shall be entitled to one vote unless limited by the board of directors in accordance with the provisions of these bylaws.

**3.07 Default and Termination of Membership.** Membership in the corporation terminates upon the death of a member. A member shall also be automatically dropped from 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, unless the board of directors, in its discretion, extends the time for payment of dues. Furthermore, the board of directors may expel or suspend a member pursuant to a procedure, duly adopted by the board of directors, that is fair and reasonable and carried out in good faith. The expulsion or suspension of a member, or termination of a membership, does not relieve the member from obligations the member may have to the corporation for dues, fees or charges for goods or services.

**3.08 Resignation.** Any member personally or through his duly authorized attorney-in-fact may resign by filing a written resignation with the secretary of the corporation 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 corporation.

**3.09 Reinstatement.** Upon written request signed by a former member and filed with the corporation, the board of directors may reinstate such former member to membership in the corporation upon such terms as the board of directors may deem appropriate.

**3.10 Transfer of Membership.** Membership in this corporation is not transferable or assignable.

**3.11 Dues.** The board of directors shall from time to time determine the enrollment or application fee, if any, and the amount of dues payable to the corporation by its members. The board of directors may waive any enrollment fees or dues for members, particularly for those who are part of a group where a sponsor of the group pays a stated fee on behalf of all group members.

**3.12 Payment of Dues.** Dues shall be payable monthly or annually, in advance, or in such other manner as the board of directors may so determine.

**3.13 Liability of Members.** The members shall not have ownership rights in the corporation and shall not be personally liable for the debts, liabilities or obligations of the corporation.

#### **ARTICLE 4. MEETINGS OF MEMBERS**

**4.01 Annual Meeting.** An annual meeting of the members of the corporation or their duly chosen representatives shall be held for the purpose of electing directors of the corporation. The time for the annual meeting shall be 5:00 p.m. and the date and place for such annual meeting shall be the same as that of the annual meeting of the board of directors. No further notice of annual meetings shall be required, although notice may be given. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation. In the event the board of directors fails to call

the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by registered mail. If the annual meeting is not called before the 61<sup>st</sup> day after the date of demand, a member may compel the holding of such annual meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts of equity are available to the member to compel the holding of the meeting.

**4.02 Special Meetings.** Special meetings of the members of the corporation may be called by the president, the secretary, the board of directors or by members having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting.

**4.03 Notice of Meetings.** The corporation shall provide written notice of the place, date, and time of a meeting of members of the corporation and, if the meeting is a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not later than the 10<sup>th</sup> day and not earlier than the 60<sup>th</sup> day before the date of the meeting. Notice may be delivered personally, by mail or by facsimile or electronic message. "Mailed" is considered to be delivered on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the membership records. "Transmitted by facsimile or electronic message" is considered to be delivered when the facsimile or electronic message is successfully transmitted. If there are more than 1,000 members at the time a meeting is scheduled or called, notice may be given by publication in any newspaper of general circulation in the community in which the principal office of the corporation is located. The board of directors may determine that notice of an annual or regular meeting is not required.

**4.04 Quorum.** The members of the corporation holding one tenth (1/10) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. In addition, if a quorum is present at any meeting of the members, upon the affirmative vote of at least ten (10) members present and entitled to vote thereat, the meeting shall be adjourned for a period of thirty (30) days, without notice other than announcement at the meeting and at such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

**4.05 Voting Of Members.** Each member shall be entitled to one (1) vote on each matter submitted to a vote except to the extent that the voting rights of members of any class or classes are limited, enlarged, or denied by the articles or the bylaws.

**4.06 Action by Members Without a Meeting.** Any action which may be taken at a meeting of the members of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote. Such consent shall have the same force and effect as a unanimous vote.

**4.07 Proxies by Members.** A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact. A member can revoke his proxy in writing at anytime by sending notice of such revocation to the corporation. Any person who becomes a member shall execute an appropriate written proxy if such person desires to have any director or officer of the corporation

receive notice of and vote and act on said member's behalf in regard to any such meetings of the members. A proxy is not effective for voting purposes unless the original of the proxy is filed with the secretary of the corporation at least ten (10) days before the meeting at which it is to be used.

## **ARTICLE 5. BOARD OF DIRECTORS**

**5.01 Management by Board of Directors.** Management of the affairs of the corporation shall be vested in its board of directors.

**5.02 Number, Tenure and Election.** The board of directors shall consist of three (3) or more directors, but no more than nine (9) directors, and may be changed from time to time by resolution of the board of directors. Each director shall hold office for a term of twelve (12) months and shall be eligible for reelection. Directors shall be elected by a majority of the votes cast by the members, or the members' proxies, entitled to vote in the election of directors at a meeting at which a quorum is present. The election of directors may be conducted by mail, by facsimile transmission, or by any combination of the two. Each director will hold office for the term for which elected and until a successor has been elected and qualified or until his earlier death, resignation or removal.

**5.03 Change in Numbers.** The number of directors may be increased or decreased from time to time by amendment to these bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. Any directorship required to be filled by reason of an increase in the number of directors shall be filled by the directors of the corporation.

**5.03 Qualifications of Directors.** The qualification for becoming and remaining a director of the corporation are as follows:

- (a) directors must be residents of any state in the United States or the District of Columbia;
- (b) directors must be members of the corporation;
- (c) proposed directors must be nominated by existing directors; and
- (d) directors must attend at least seventy-five (75%) percent of the annual and special meetings of the board of directors.

**5.04 Annual Meetings.** A regular annual meeting of the board of directors shall be held at 6:00 p.m. on the third Friday in January each year. Should any such day in any year constitute a legal holiday, then the meeting will be held the next regular business day. The meeting may be held with or without notice. The board of directors may change the place, date and time of any regular annual meeting at any time.

**5.05 Special Meetings.** Special meetings of the board of directors may be called by or at the request of the president or any two (2) members of the board of directors.

**5.06 Notice of Special Meetings.** Written notice of any special meeting of the board of directors shall be given at least three (3) days prior to the date of the meeting. The purpose of any special meeting of the board of directors shall be specified in the notice of such meeting.

**5.07 Place of Meeting.** The place of any meeting of the board of directors shall be at the

principal office of the corporation, or, if additional space be required, at a suitable location nearby. Said meeting may also be held at any other place or places as the board of directors may designate.

**5.08 Quorum.** A quorum for the transaction of business by the board of directors shall be a majority of the board of directors; provided, that in no event will a quorum consist of less than fifty-one percent (51%) of the entire board. Directors present by proxy may not be counted toward a quorum. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors unless a greater number is required by law, the articles or the bylaws.

**5.09 Form of Notice.** Notice may be delivered personally, by mail or by facsimile or electronic message. "Mailed" is considered to be delivered on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the membership records. "Transmitted by facsimile or electronic message" is considered to be delivered when the facsimile or electronic message is successfully transmitted.

**5.10 Meetings by Communications Equipment.** Directors may participate in and hold a meeting by means of telephone conference or similar communications equipment in which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**5.11 Vacancies.** Vacancies created by the death, resignation or removal of a director may be filled by the affirmative vote of a majority of the remaining 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 no directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by the board of directors by election at an annual meeting or special meeting called for that purpose, or in any other manner provided by law, the articles or these bylaws.

**5.12 Resignation.** Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified therein, or immediately if no time is specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**5.13 Compensation.** Directors of the corporation may, by resolution duly adopted by the board of directors, be reimbursed for their reasonable expenses (i.e. travel, meals, lodging and entertainment) for attendance at each annual, regular or special meeting of the board, or receive a fixed sum for attendance at each meeting of the board of directors, or receive a stated fee as a director. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore upon approval by the board of directors.

**5.14 Minutes.** The board of directors shall keep regular minutes of its proceedings. The minutes shall be placed in the Corporate Record Book of the corporation.

## **ARTICLE 6. OFFICERS**

**6.01 Officers.** The officers of the corporation shall be a president and a secretary and may

include an executive vice-president as well as one or more vice-presidents (the number to be determined by the board of directors), a treasurer, or combination thereof, and such other officers, including an executive director, as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint such 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 such duties in the management of the corporation as prescribed from time to time by the board of directors or as may be provided in these bylaws. Any two or more offices may be held by the same person, except for the offices of president and secretary.

**6.02 Officers to be Active Members.** Any person serving as an officer of the corporation must be a member of the corporation.

**6.03 Election and Term of Office.** The officers of the corporation shall be elected by the board of directors at the annual meeting of the board of directors for a term of twelve (12) months. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

**6.04 Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors at any meeting for the unexpired portion of the term. New offices may also be created and filled by the board of directors at any such meeting. An assistant or assistants to the elected officers may be made available as necessary upon authorization by the board of directors.

**6.05 President.** The president will be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the business affairs of the corporation. The president will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the board of directors. The board of directors shall delegate to the president the necessary authority and responsibility for the administration of the affairs of the corporation subject only to such bylaws as may be adopted and such orders as may be issued by the board of directors relating to the operation of the corporation and long range planning. The president shall be an ex-officio member of each directorial committee of the board of directors without a vote except the executive committee on which he shall serve with a vote, or, except as otherwise provided for in these bylaws or through a resolution of the board of directors. The president shall present a report at each annual meeting of the board of directors covering the operations of the corporation during the preceding fiscal year.

**6.06 Executive Vice-President.** In the absence of the president, or in the event of his inability or refusal to act, the executive vice president, if one has been appointed, 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 executive vice president shall be the chief administrative and operating officer. He shall serve as secretary to the board of directors and cause to be prepared notices and minutes of meetings of the board. The executive vice president shall be a member of the board of directors and all committees. With the assistance of committee chairmen, he shall be responsible for the administration of all activities in accordance with the policies and regulations of the board of directors. The executive vice president shall be responsible for hiring, discharging, directing and supervising all employees.

**6.07 Vice-President.** In the absence of the president and executive vice president or in the event of their inability or refusal to act, the vice presidents, if any, in the order of their seniority, unless otherwise determined by the board of directors, shall, perform the duties of the president, and when so acting, shall have all the power of and be subject to all the restrictions upon the president. A 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.

**6.08 Treasurer.** The treasurer or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for monies received by the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected by the board of directors. The treasurer or assistant treasurer shall prepare and present quarterly a detailed financial statement of the financial affairs of the corporation. All of the duties, responsibilities and obligations of the treasurer or assistant treasurer may be assigned to a qualified third person or entity by written agreement; however, under such circumstances, the treasurer or assistant treasurer shall retain ultimate responsibility for such functions.

**6.09 Secretary.** The secretary or assistant secretary of the corporation shall keep the minutes of the meetings of the members, the board of directors and any committees in one or more books provided for that purpose, oversee 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 corporation, oversee that the seal of the corporation, if required, is affixed to all documents of the corporation, keep a register of the mailing 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.

**6.10 Executive Director.** An executive director of the corporation may be appointed at such time as the board of directors so designates. The executive director of the corporation may be the chief administrative and operating officer of the corporation and shall be selected by and report to the board of directors, which shall determine the term of his appointment as well as his duties and functions. The executive director of the corporation shall carry out the purposes of the corporation within the framework of the Articles of Incorporation, these by-laws, corporate policies and procedures, and the general and specific assignments given to him by the board of directors. The functions of the executive director shall include, but not be limited to, the following:

- a. selection, employment, and supervision of any employees of the corporation as authorized by the president and the board of directors. All staff employed by the corporation must meet required personnel standards as set forth in the personnel policies of the corporation;
- b. coordination and implementation of planning activities according to an approved work program;
- c. attendance at all meetings of the board of directors and the Executive Committee, except as otherwise determined by the President;
- d. representing the board of directors in dealing with the public and with all governmental agencies, if required; and
- e. such other duties and responsibilities as may from time to time be delegated to him by the president or the board of directors.

**6.11 Removal of Officers.** Any officer elected or appointed to office may be removed by those persons authorized under these bylaws to elect or appoint such officers whenever in their judgment the best interests of this corporation would be served. Such removal will be without prejudice to the contractual rights, if any, of the officer so removed. Any election or appointment of an officer shall not

of itself create contract rights.

**6.12 Resignation of Officer.** Any officer may resign by giving written notice to the president or the board of directors. The resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

**6.13 Compensation.** The compensation of officers of the corporation, if any, shall be determined from time to time by the board of directors.

## **ARTICLE 7. COMMITTEES**

**7.01 Establishment of Committees.** The board of directors, by resolution duly adopted by a 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 corporation. The designation of such committees and the delegation of authority thereto shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it or him by law.

**7.02 Executive Committee.** The board of directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the board of directors and who each shall serve in such capacity for one (1) year, unless the board shall determine otherwise. The executive committee shall have the authority, those, duties, and exercise those powers as such are determined from time to time by the board by resolution duly adopted and not inconsistent with these bylaws. The executive committee shall have the authority of the board between its meetings, except for that business of the corporation as can only be addressed by a majority of the board of directors at a meeting of said board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.

**7.03 Benefits Review Committee.** The board of directors, by resolution duly adopted by a majority of the directors in office, may also designate a benefits review committee consisting of the president of the corporation and at least two (2) other persons who are selected by the board of directors. The benefits review committee shall have the responsibility for locating and reviewing potential benefit programs for the members of the corporation, and recommending such programs to the board of directors for its review, approval and adoption, if it believes it to be in the best interests of the members of the corporation to do so. A majority of all the members of the benefits review committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers, and members of the benefits review committee, to fill vacancies, and to discharge any such member of the benefits review committee.

**7.04 Other Committees.** Other committees not having and exercising the authority of the board of directors in the management of the corporation may be designated and appointed by a resolution duly adopted by the board of directors or by the president if authorized by a resolution duly adopted by the board of directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in his or their judgment the best interests of the corporation will be served by such removal. At

least one member of each committee shall be a director of the corporation. A majority of all members of such a committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers and members of such a committee, to fill vacancies and to discharge any member of such a committee.

**7.05 Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the board of directors, unless the committee shall be sooner terminated, or unless such member is removed from such committee or resigns. A member of any committee shall be eligible for re-appointment.

**7.06 Chairman.** One member of each committee shall be designated the chairman of such committee by the board of directors unless otherwise set forth in these bylaws.

**7.07 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.

**7.08 Quorum.** Unless provided in the resolution duly adopted by the board of directors designating a committee, a majority of the entire 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.

## **ARTICLE 8. CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**8.01 Contracts.** The board of directors may authorize the officers or agents of the corporation to enter into contracts or to execute and deliver documents in the name of and on behalf of the corporation. 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 management, operational, administrative, marketing, providing of member benefits and other services and functions necessary for the corporation to achieve its purpose.

**8.02 Checks, Drafts and Other Orders for Payment.** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by duly adopted resolution of the board of directors. However, such responsibility may be assigned to a qualified third person or entity by written agreement.

**8.03 Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

**8.04 Gifts.** The board of directors may accept on behalf of the corporation any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the corporation.

**8.05 Loans.** The corporation 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 corporation is reasonably able to repay.

**ARTICLE 9.**  
**POWER TO INDEMNIFY; INSURANCE**

**9.01 Definitions.**

**A. Director.** "Director" means any person who is or was a director of the corporation and any person who, while a director of the corporation, is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

**B. Official Capacity.** "Official Capacity" means:

1. when used with respect to a director, the office of director of the corporation, and

2. when used with respect to a person other than a director, the elective or appointive office in the corporation held by the officer or the employment or agency relationship undertaken by the employee or agent in behalf of the corporation, but

3. in both subsection 1 and 2 does not include service for any other foreign or domestic corporation, or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

**C. Proceeding; Expenses.** "Proceeding" means any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding. "Expenses" includes court costs and attorneys' fees.

**9.02 Power to Indemnify.** The corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director only if it is determined in accordance with Section 9.04 that the person:

1. conducted himself in good faith;

2. reasonably believed (a) in the case of conduct in his official capacity as a director of the corporation, that his conduct was in the corporation's best interests, and (b) in all other cases, that his conduct was at least not opposed to the corporation's best interests, and

3. in the case of any criminal proceedings, had no reasonable cause to believe that his conduct was unlawful.

The termination of a proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent is not of itself determinative that the person did not meet the requirements set forth above. A person shall be deemed to have been found liable in respect of any claim, issue or matter only after the person shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom.

**9.03. Limitations.** Except to the extent permitted by Section 9.04 of this Article, a director

may not be indemnified under Section 9.02 of this Article in respect of a proceeding:

1. in which the person is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the person's official capacity; or
2. in which the person is found liable to the corporation.

**9.04 Indemnification.** A person may be indemnified under Section 9.02 of this article against judgments, penalties (including excise and similar taxes), fines, settlements, and reasonable expenses actually incurred by the person in connection with the proceeding; but if the person is found liable to the corporation or is found liable on the basis that personal benefit was improperly received by the person, the indemnification (a) is limited to reasonable expenses actually incurred by the person in connection with the proceeding and (b) shall not be made in respect of any proceeding in which the person shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation.

**9.05 Determination of Indemnification.** A determination of indemnification under Section 9.02 (unless ordered by a court of competent jurisdiction) must be made:

1. by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;
2. If such a quorum cannot be obtained, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;
3. by special legal counsel selected by the board of directors or a committee of the board by vote as set forth in Subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or
4. by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.

**9.06 Successful Defense.** The corporation shall indemnify a director against reasonable expenses incurred by him in connection with a proceeding in which he is a named defendant or respondent because he is or was a director if he has been wholly successful, on the merits or otherwise, in the defense of the proceeding.

**9.07 Advancement of Reasonable Expenses.** Reasonable expenses incurred by a director who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the corporation, in advance of the final disposition of the proceeding and without the determination specified in Section 9.05, after the corporation receives a written affirmation by the director of his good faith that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director against expenses incurred by him in connection with that proceeding is prohibited under this article. The written undertaking must be an unlimited general obligation of the director but need not be secured. It may be accepted without reference to financial ability to make repayment.

**9.08 Payment as Witness.** The corporation shall pay or reimburse expenses incurred by a director, including an employee, in connection with his appearance as a witness or other participation in a proceeding by or against the corporation at a time when he is not a named defendant or respondent in the proceeding.

**9.09 Power to Indemnify Employees or Agents of the Corporation.** The corporation shall indemnify and advance expenses to an employee or agent of the corporation who is not a director, as defined herein, to the same extent that it may indemnify and advance expenses to directors. A determination of indemnification is not required to be made in accordance with Section 9.05 of this article.

**9.10 Insurance.** The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him against that liability under this article. Without limiting the power of the corporation to procure or maintain any kind of other arrangement, the corporation may, for the benefit of persons indemnified by the corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the corporation; or (d) establish a letter of credit, guaranty, or surety arrangement.

**9.11 Exclusions.** No indemnification by the corporation shall apply to any claim arising out of bodily injury to, or sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof; any claim arising out of breach of fiduciary duty, responsibility or obligation in connection with an employee benefit or pension plan; any cross-claim or counterclaim brought by one director against another director; any claim arising out of failure to effect or maintain any insurance or bond; any claim arising out of acts of a knowingly discriminatory nature; any act committed by a director prior to the director taking office; any claim arising out of a violation of the responsibilities, obligations or duties imposed by the Federal Election Campaign Act, Chapters 94 and 95 of the Internal Revenue Code of 1986, as amended, or similar statutory law of the United States or any state or other jurisdiction therein.

**9.12 Notice.** The director shall, as a condition precedent to indemnification hereunder, give written notice to the corporation as soon as practicable of any claim made against the director. The director shall promptly forward to the corporation any demand, notice or summons received by the director. Notice given by or on behalf of the director to any authorized representative of the corporation, with particulars sufficient to identify the director, shall be deemed notice to the corporation.

**9.13 Jurisdiction.** The indemnification hereunder only applies to acts committed by and suits brought against a director in the United States of America, its territories or possessions, or Canada.

**9.14 Cooperation.** The director shall cooperate with the corporation and, upon the corporation's request, assist in making settlements and in the conduct of suits, including arbitration proceedings. The director shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtain the attendance of witnesses. The director shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses in any such proceedings.

**9.15 Liability.** No action shall lie against the corporation unless, as a condition precedent thereto, the director shall have fully complied with all the terms, provisions and conditions of this entire article nor until the amount of the director's obligation to pay shall have been finally determined either by judgment against the director after actual trial, arbitration determination, or by written agreement of the director and the claimant subject to the prior written consent of the corporation. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover against the corporation. No person or organization shall have the right to join the corporation as a party to any action against the director to determine the director's liability, nor shall the corporation be interpleaded by the director or his legal representative.

**9.16 Subrogation.** In the event of any payment under this article, the corporation shall be subrogated to all the director's rights of recovery therefore against any person or organization, and the director shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. Any amount recovered in excess of the corporation's total payment shall be restored to the director, less the cost to the corporation of recovery. This indemnification as proved shall apply only as excess over any valid and collectible insurance the director may have.

**9.17 Effect of Amendment.** No amendment, modification or repeal of the articles on indemnification and insurance hereof shall in any manner terminate, reduce or impair the right of any past, present or future director of the corporation, nor the obligation of the corporation to indemnify such directors, under and in accordance with the provisions of these articles as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

**9.18 Surety Bond.** Such officers and agents of the corporation as the president, board of directors or the executive committee may designate from time to time, may be bonded for the faithful performance of their duties to the corporation and for the restoration to the corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the corporation, in such amounts and by such surety companies as the president, board of directors or the executive committee may determine. The premiums on such surety bonds shall be paid by the corporation and the bonds so furnished shall be in the custody of the secretary of the corporation.

## **ARTICLE 10. PROHIBITED ACTS**

**10.01 Dividends Prohibited.** A dividend may not be paid to, and no part of the income of the corporation may be distributed to, the corporation's members, directors or officers.

**10.02 Authorized Benefits and Distributions.** The corporation may pay compensation in a reasonable amount to the members, directors or officers for services rendered and may confer benefits on its members in conformity with the corporation's purposes.

**10.03 Loans To Directors Prohibited.** No loans shall be made by the corporation to its directors.

**ARTICLE 11.**  
**DISSOLUTION AND DISTRIBUTION OF ASSETS**

**11.01 Voluntary Dissolution.** The corporation may dissolve and commence to wind up its affairs. The board of directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at an annual or special meeting of members having voting rights. A resolution to dissolve the corporation shall be adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast. Upon the adoption of such resolution by the members, the corporation shall cease to conduct its affairs except in so far as may be necessary for the winding up thereof, shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of and claimant against the corporation and shall proceed to collect its assets and apply and distribute them as provided in these bylaws or as allowed by law.

**11.02 Application and Distribution of Assets.** If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the corporation's valid and legally enforceable liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements. The remaining assets of the corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or which are described in Section 170(c)(1) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such manner as, in the judgment of the court, will best accomplish the general purposes for which the corporation was organized.

**ARTICLE 12.**  
**GENERAL PROVISIONS**

**12.01 Fiscal Year.** The fiscal year of the corporation shall begin the first day of January and end on the last day of December in each year.

**12.02 Seal.** The corporate seal shall be in such form as may be prescribed by the board of directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

**12.03 Books and Records.** The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors and committees having any authority of the board of directors and shall keep at its principal office a record of the names and addresses of its members entitled to vote. A member of the corporation, on written demand stating the purpose of the demand, has the right to examine and copy, in person or by agent, accountant or attorney, at any reasonable time during normal business hours, for any proper purpose, the books and records of the corporation relevant to that purpose, at the expense of the member. However, since membership information of the corporation is a valuable and proprietary asset of the corporation, such information may not be given or sold to, or be copied by, any member or his agent or attorney. The corporation may be audited annually by certified public accountants selected by the board of directors.

**12.04 Amendment of Articles of Incorporation.** A proposed amendment to the articles of incorporation of the corporation shall be adopted at a special or annual meeting of members called for such purpose, upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy are entitled to cast.

**12.05 Amendment of Bylaws.** The bylaws may be altered, amended or repealed or new bylaws may be adopted upon receiving a vote of a majority of the board of directors present in person or by proxy at a special or annual meeting at which a quorum is present.

**12.06 Waiver of Notice.** Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting. Attendance at a meeting constitutes a waiver of notice of such meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

**12.07 Action Without a Meeting.** An action required to be taken or that may be taken at a meeting of the corporation's directors or a committee may be taken without a meeting if a written consent, stating the action to be taken, is signed and dated by all of the directors or committee members. Such consent shall have the same force and effect as a unanimous vote.

**12.08 Interested Directors, Officers, Members.** A contract or transaction between the corporation and one or more of its directors, officers or members or between a corporation and any corporation, partnership, association or other organization in which one or more of its directors, officer or members are directors, officers or members, or have a financial interest is not void or voidable solely for that reason, solely because the director, officer or member is present at or participates in the meeting of the board, committee or members that authorizes the contract or transaction, if the material facts as to the relationship or interest are disclosed or are known to the board, committee or members and the board, committee or members in good faith and with ordinary care authorizes the contract or transaction by the affirmative vote of a majority of the disinterested parties or the contract or transaction is fair to the corporation. Common or interested directors or members may not be counted in determining the presence of a quorum at a meeting of the board, committee or members that authorizes the contract or transaction. The minutes of all actions taken on such matters shall clearly reflect that these requirements have been fully set forth.

**12.09 Governing Law.** These bylaws shall be construed under and in accordance with the laws of the State of Texas.

**12.10 Construction.** The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.

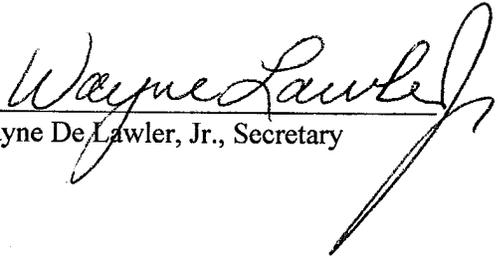
**12.11 Counterparts.** These bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

**12.12 Procedures.** Parliamentary procedures for all meetings shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these bylaws or by resolution of the board of directors.

**CERTIFICATE OF SECRETARY**

The undersigned, being the duly elected Secretary of the Corporation, certifies that the foregoing amended bylaws were duly adopted, approved, authorized and ratified by the board of directors of the corporation and the same do now constitute the bylaws of the corporation.

Dated and Effective this 19<sup>TH</sup> day of December, 2005.

  
Wayne De Lawler, Jr., Secretary

3

**RECEIVED**

DEC 19 1991

**MEMORANDUM**

**ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION**

To: Arizona Corporation Commission  
From: William L. Lachapelle  
Re: Name Reservation  
"National Small Business Association"  
Date: December 17, 1991

Reservation for the name "National Small Business Association" was made by me.

I now wish to release the name for use in changing the "Precious Metals Consumer Association" to "National Small Business Association."

Signed:

William L. Lachapelle

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DEC 19 1991

ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF

PRECIOUS METALS CONSUMERS ASSOCIATION, INC.

Pursuant to the provisions of Section 10-061, Arizona Revised Statutes, the undersigned Corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is:

National Small Business Association, Inc.

SECOND: The document attached hereto as Exhibit "A" sets forth the amendments to the Articles of Incorporation which were adopted by the Shareholders of the Corporation at their meeting on November 5th, 1991, in the manner prescribed by law.

THIRD: The number of shares of stock outstanding at the time of such adoption was one thousand two hundred (1200) shares; and the number of shares entitled to vote was one thousand two hundred (1200) shares.

FOURTH: The designation and number of shares of each class or series entitled to vote thereon, as a class or series, was as follows:

| CLASS OR SERIES | NUMBER OF SHARES |
|-----------------|------------------|
| Common          | 1,200            |

FIFTH: The number of shares of each class or series entitled to vote thereon as a class or series, voted for or against such amendments, respectively, was:

| CLASS OR SERIES | NUMBER FOR | NUMBER AGAINST |
|-----------------|------------|----------------|
| Common          | 1,200      | 0              |

Dated: November 12, 1991.

PRECIOUS METALS CONSUMERS ASSOCIATION, INC.

BY: *[Signature]*  
(President)

Attest: *Margaret L. McKenna*  
(Secretary)

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DEC 19 1991

EXHIBIT A

AMENDMENT TO THE ARTICLES OF INCORPORATION OF:

ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

PRECIOUS METALS CONSUMERS ASSOCIATION, INC.

1. Article I is amended to read as follows;

NAME: The name of the Corporation shall be the National Small Business Association, Inc., hereinafter referred to as the Corporation.

2. Article III is amended to read as follows:

CORPORATE BUSINESS: The Corporation intends to develop membership in the organization from Small Businesses, i.e., Corporations, Partnerships, and Sole Proprietorships, with from one (1) to five hundred (500) employees and located in the United States of America or it's protectorates; to provide such members and their employees with tangible and intangible benefits and products at a cost savings and acquisition convenience to them; and to design, develop, publish, and distribute a periodical dedicated to informing such members concerning the services, products, and benefits of interest to them and their employees in the conduct of their business.

3. Article V is amended to read as follows:

PRINCIPAL OFFICE: The location of the principal office and post office address of this Corporation shall be 8506 North Timberlane Drive, Scottsdale, AZ 85258.

4. Article VIII is amended to read as follows:

BOARD OF DIRECTORS: The management of this Corporation shall be vested in a Board of Directors which shall consist of not less than three (3) Directors nor more than nine (9) Directors. The terms of Office, manner of election, time and place of meetings, and powers and duties of the Directors, shall be as prescribed in the By-Laws of this Corporation. The persons who are to serve as Directors until the regularly scheduled annual meeting of the shareholders in 1992 and/or until their successors are duly elected and qualified are:

WILLIAM L. LACHAPELLE  
5806 North Timberlane Drive  
Scottsdale, AZ 85258

PAT LACHAPELLE  
5806 North Timberlane Drive  
Scottsdale, AZ 85258

HUGH F. MCKENNA  
4253 East Hano Street  
Phoenix, AZ 85044

NATIONAL SMALL BUSINESS ASSOCIATION, INC.  
(NSBA, INC.)

B Y - L A W S

ARTICLE 1  
NAME AND LOCATION

The name of this Corporation is The National Small Business Association, Inc. The principal office is located at 8506 North Timberlane Drive, Scottsdale, AZ 85258. The Post Office address of the Corporation is P. O. Box 4733, Scottsdale, AZ, 85076. The Corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate or approve, or as the business of the Corporation may require.

ARTICLE 11  
MEETING OF STOCKHOLDERS

Section 1. Annual Meeting. The Annual Meeting of the Stockholders shall be held on the second Friday of February each year, at the hour of 10.00 AM, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday, such meeting shall be held on the succeeding business day. In the event the Annual Meeting is omitted by oversight or otherwise for the date designated herein, the Directors shall cause a meeting to be held as soon thereafter as conveniently may be, and any business transacted or elections held at such meeting shall be as valid as if transacted or held at the Annual Meeting. Such subsequent meeting shall be called in the same manner as provided for the Annual Meeting.

Section 2. Special Meetings. Except as otherwise provided by law, special meetings of the Stockholders, for any purpose or purposes, shall be held whenever called by the President, or by a majority of the Board of Directors, or whenever one or more Stockholders who are entitled to vote and who hold at least twenty-five percent (25%) of the capital stock issued and outstanding, shall make written application therefore to the Secretary stating the time, place, and purpose of such meeting.

Section 3. Place of Meeting. Meetings of the Stockholders shall be held either at the principal office of the Corporation or at a place designated by a majority of the Board of Directors in the notice of such meeting.

Section 4. Notice of Meeting. Notice of all Stockholders' meetings stating the time and place thereof, and the objectives for which such meetings are called, shall be given by the President or Secretary, or by any one or more Stockholders entitled to call a special meeting of the Stockholders, by mail,

not less than twenty (20) days prior to the date of the meeting, to each Stockholder of record at his address as it appears on the Stock Books of the Corporation, unless he shall have filed with the Secretary of the Corporation a written request that notice intended for him be mailed to some other address designated in such request. The person giving such notice shall make an affidavit in relation thereto.

Any meeting for which all Stockholders shall at any time waive or have waived notice in writing shall be a legal meeting for the transaction of business, notwithstanding that notice had not been given as hereinbefore provided.

Section 5. Waiver of Notice. Whenever any notice is required to be given by these By-Laws, or the Articles of Incorporation of this Corporation, or any of the Corporation Laws of the State of Arizona, 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 thereto.

Section 6. Quorum of Stockholders. Except as provided herein and as otherwise provided by Law, at any meeting of the Stockholders, a majority in interest of all the Capital Stock issued and outstanding represented by Stockholders of record in person or by proxy, shall constitute a quorum; but a lesser interest may adjourn any meeting, and a meeting may be held as adjourned without further notice; provided, however, that Directors shall not be elected at meetings so adjourned. When a quorum is present at any meeting, a majority in interest of the stock represented thereat shall decide any questions brought before such meeting, unless the question is one upon which by express provision of Law or of the Articles of Incorporation or of these By-Laws, a larger or different vote is required, in which case such express provision shall govern and control the decision on such question.

Section 7. Proxy and Voting. Stockholders of record may vote at any meeting either in person or by proxy in writing, which shall be filed with the Secretary of the meeting before being voted. Such proxies shall entitle the holders thereof to vote in any adjournment of such meeting, but shall not be valid after the expiration of eleven (11) months from the date of the execution unless the Stockholder executing it shall have specified therein the length of time it is to continue in force, which shall be for some limited period. Each Stockholder, except as hereafter provided, shall be entitled to one vote for each share of stock held by him/her. At all elections of Directors of the Corporation, each Stockholder shall be entitled to as many votes as shall equal the number of his/her shares of stock, multiplied by the number of Directors to be elected, and he/she may cast all of such votes for a single Director or he may distribute them among the number to be voted for, or any two or more of them as he may see fit.

ARTICLE 111  
BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

Section 1. Board of Directors. A Board of Directors shall be chosen by ballot at the Annual Meeting of the Stockholders or at any meeting held in place thereof as provided by Law. The number of Directors of this Corporation shall be not less than three (3) nor more than nine (9).

Each Director shall serve until the next Annual Meeting of the Stockholders and until his successor is duly elected and qualified. Directors shall be Stockholders of the Corporation.

Section 2. Powers of Directors. The Board of Directors shall have the entire management of the business of the Corporation. In the management and control of property, business and affairs of the Corporation, the Board of Directors is hereby vested with all the powers possessed by the Corporation itself, so far as this delegation of authority is not inconsistent with Laws of the State of Arizona, with the Articles of Incorporation of this Corporation, or with these By-Laws. The Board of Directors shall have power to determine what constitutes net earnings, profits, and surplus, respectively, what amount shall be reserved for working capital and for any other purpose, and what amount shall be declared as dividends, and such resolution by the Board of Directors shall be final and conclusive.

Section 3. Meetings of Directors. Regular meetings of the Board of Directors shall be held at such places, and at such times as the Board by vote may determine, and if so determined, no notice thereof need be given. Special Meetings of the Board of Directors may be held at any time or place whenever called by the President, the Secretary, or two Directors, notice thereof being given to each Director by the Secretary or an officer calling the meeting, or at any time without formal notice provided all the Directors are present or those not present shall waive or have waived notice thereof. Notice of special meetings, stating the time and place thereof, shall be given by mailing the same to each Director at his residence or business address at least two days before the meeting, or by delivering the same to him personally or telegraphing the same to him at his residence or business address not later than the day before the day on which the meeting is to be held, unless in case of emergency, the Chairman of the Board of Directors or the President shall prescribe a shorter notice be given personally or by telegraphing each Director at his residence or business address. Such special meeting shall be held at such time and place as the notice thereof or waiver shall specify. The Officers of the Corporation shall be elected by the Board of Directors after such Board is elected by the Stockholders, and a meeting may be held without notice for this purpose immediately after the Annual Meeting of the Stockholders and at the same place.

Section 4. Quorum of Directors. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business, and may adjourn any meeting, and the meeting so adjourned may be held as adjourned without further notice. When a quorum is present at any meeting, a majority of the members present thereat shall decide any question brought before such meeting, except as otherwise provided by Law or these By-Laws.

#### ARTICLE IV OFFICERS AND THEIR DUTIES

Section 1. Officers. The Officers of this Corporation shall be elected to such offices as are established and as are determined to be filled by the Board of Directors, and shall include a President, a Secretary, and a Treasurer, and may include a Chairman of the Board, an Executive Vice-President, Vice-Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers. The Chairman of the Board of Directors, if such office is approved and filled, or the President in the event a Chairman of the Board is not elected, when present, shall preside at all meetings of the Board of Directors, shall be the Chief Executive Officer of the Corporation, and shall have such other powers and duties as the Board shall prescribe.

Section 2. Eligibility of Officers. The Chairman of the Board of Directors, if elected, and the President, the Executive Vice-President, if elected, the Secretary, and the Treasurer, must be Stockholders and shall be Directors of the Corporation. The Vice-Presidents, Assistant Secretaries, and Assistant Treasurers, and such other officers as may be elected or appointed need not be Directors of the Corporation. Any person may hold more than one office provided the duties thereof can be consistently performed by the same person, provided, however, that no one person shall, at the same time, hold the office of Chairman of the Board or President and Treasurer.

Section 3. Additional Officers and Agents. The Board of Directors, at its discretion, may appoint one or more Vice-Presidents, Assistant Vice-Presidents, Assistant Secretaries, or Assistant Treasurers, and such other officers or agents as it may deem advisable, and prescribe the duties for such appointments.

Section 4. President. The President shall perform the duties and hold the positions of the Chairman of the Board of Directors when such office is vacant and until it is filled by election, and, when present, preside at all meetings of the Stockholders. The President shall sign all certificates of stock, bonds, deeds, mortgages, extension agreements, modification of mortgage agreements, leases, and contracts of the Corporation. Such Officer shall perform all the duties commonly incident to this office and shall perform such other duties as the Board of Directors shall designate.

Section 5. Executive Vice-President. In the event the Board of Directors elects to establish the office of Executive Vice-President and a person is elected to fill such office, such officer shall perform the duties and have the powers of the President during the absence or disability of the President, and shall have the power to sign all certificates of stock, bonds, deeds, and contracts of the Corporation. Such Officer shall perform such other duties and have such other powers as the Board of Directors shall designate.

Section 6. Secretary. The Secretary shall keep accurate minutes of all meetings of the Stockholders and the Board of Directors, and shall perform all the duties commonly incident to this office. Such Officer shall perform other such duties and have such other powers as the Board of Directors shall designate. The Secretary shall have the power, together with another designated officer to sign certificates of stock of the Corporation. The Secretary, any Assistant Secretary, and any Secretary pro-tempore, shall be sworn to the faithful discharge of their duties.

Section 7. Treasurer. The Treasurer, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, valuable papers, and documents of the Corporation (other than his own bond, if any, which shall be in the custody of the Chairman of the Board of Directors), and shall have and exercise, under the supervision of the Board of Directors, all the powers and duties commonly incident to this office, and as shall be required by the Board of directors. Such Officer shall deposit all funds of the Corporation in such bank or banks, trust company or trust companies, or with such firm or firms, doing a banking business, as the Directors shall designate. The Treasurer may endorse for deposit or collection all checks and notes payable to the Corporation, and together with another officer designated by the Board of Directors, may sign certificates of stock. Such Officer shall keep accurate books of account of the Corporation's transactions which shall be the property of the Corporation, and, together with all its property in his or her possession, shall be subject at all times to the inspection and control of the Board of Directors.

All checks, drafts, notes, or other obligations for the payment of money shall be signed by such officer or officers or agent or agents as the Board of Directors shall be general or special resolution, direct. The Board of Directors may also in its discretion require, by general or special resolution, that checks, drafts, notes, and other obligations for the payment of money shall be countersigned or registered as a condition to their validity by such officer or officers or agent or agents as shall be directed in such resolution.

Section 8. Resignations and Removals. Any Director or Officer of the Corporation may resign at any time by giving written notice to the Corporation, to the Board of Directors, or

to the President of the Corporation. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Directors.

The Stockholders, at any meeting called for the purpose of removing an Officer or Director, by vote of a majority of the stock issued and outstanding, may remove from office any Director or other Officer elected or appointed by the Stockholders or the Board of Directors. The Board of Directors, by vote of not less than a majority of the entire Board, may remove from office any officer or agent elected or appointed by it.

Section 9. Vacancies. If the office of any Director of Officer or agent becomes vacant by reason of death, resignation, removal, disqualification, or otherwise, the Directors may by vote of a majority of a quorum choose a successor or successors who shall hold office for the unexpired term. If there be less than a quorum of the Directors but at least two Directors at the time in office, the Directors, may by a majority vote choose a successor or successors who shall hold office for the unexpired term. Vacancies on the Board of Directors may be filled for the unexpired term by the Stockholders at a meeting called for that purpose, unless such vacancy has been filled by the Directors. Vacancies resulting from an increase in the number of Directors may be filled in the same manner.

## ARTICLE V CERTIFICATES OF STOCK

Section 1. Certificates of Stock. Every Stockholder shall be entitled to a certificate or certificates of the capital stock of the Corporation in such form as may be prescribed by the Board of Directors, duly numbered and sealed with the Corporate Seal of the Corporation, and setting forth the number and kinds of shares. Such certificates shall be signed by the President or the Executive Vice-President, and by the Treasurer, an Assistant Treasurer, the Secretary, or an Assistant Secretary.

Section 2. Transfer of Stock. Shares of stock may be transferred by delivery of the certificate accompanied either by an assignment in writing on the back of the certificate or by a written power of attorney to sell, assign, and transfer the same on the books of the Corporation, signed by the person as appearing by the certificate to be the the owner of the shares represented thereby, together with all necessary Federal and State transfer tax stamps affixed, and shall be transferable on the books of the Corporation upon surrender thereof as assigned or endorsed. The person registered on the books of the Corporation as the owner of any shares of stock shall be entitled to all the rights of ownership with respect to such shares. It shall be the duty of every stockholder to notify the Corporation of his or her post office address.

Section 3. Transfer Books. The transfer books of the stock of the Corporation may be closed for such period, not exceeding fifty (50) days, in anticipation of stockholders' meetings as the Board of Directors may determine. In lieu of closing the transfer books, the Board of Directors may fix a day not more than fifty (50) days prior to the day of holding any meeting of Stockholders as the day which Stockholders entitled to notice of and to vote at such meeting shall be determined; and only Stockholders of record on such day shall be entitled to notice of or to vote at such meeting.

Section 4. Loss of Certificate. In the case of the loss, mutilation, or destruction, of a certificate or stock, a duplicate certificate may be issued upon such terms as the Board of Directors shall prescribe.

ARTICLE VI  
FISCAL YEAR

The Fiscal year of the Corporation shall begin on the first day of January and end on the 31st day of December of each year.

ARTICLE VII  
SEAL

The Official Seal of this Corporation shall consist of a flat faced circular die with the following words and figures cut or engraved thereon:

National Small Business Association, Inc., 1985, State of  
Arizona, Corporate Seal.

ARTICLE VIII  
AMENDMENTS

The By-Laws of the Corporation, regardless of whether made by the Stockholders or by the Board of Directors, may be amended, added to, or repealed by vote of the holders of not less than sixty (60%) percent of the issued and outstanding capital stock of this Corporation, at any meeting of the Stockholders, provided notice of the proposed change is given in the notice of the meeting, or notice thereof is waived in writing.

IN WITNESS WHEREOF, THE STOCKHOLDERS HAVE HEREUNTO AFFIXED THEIR SIGNATURES SIGNIFYING APPROVAL AND ACCEPTANCE OF THE BY-LAWS OF THE CORPORATION, THIS FIFTH (5TH) DAY OF NOVEMBER, 1991..

HUGH F. MCKENNA

MARGARET K. MCKENNA



Shana M. Paladino-Ripp, Sr. Compliance Analyst  
5525 Parkcenter Circle CO-01-30  
Dublin, Ohio 43017  
PH: 614-854-5106 FAX: 614-854-3469  
[paladis1@nationwide.com](mailto:paladis1@nationwide.com)

**Office of Chief Legal Officer**

December 22, 2008

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate, rule, and form filings on behalf of **following companies:**

**Nationwide Life Insurance Company, NAIC # 66869, FEIN – 31-4156830**  
**National Casualty Company, NAIC # 11991, FEIN - 38-0865250**

This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight at the following address:

State Filings Department  
Perr&Knight  
881 Alma Real Drive, Suite 205  
Pacific Palisades, CA 90272  
Phone: (310) 230-9339  
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Very truly yours,

A handwritten signature in black ink that reads "Shana Paladino-Ripp".

Shana M. Paladino-Ripp  
Sr. Compliance Analyst  
614.854.5106  
614.854.3469  
[paladis1@nationwide.com](mailto:paladis1@nationwide.com)

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

1. Name and address of the group.
  - A. Consumers Direct Association of America  
14240 Proton Road  
Dallas, TX 75244
2. Is this group incorporated?
  - A. Yes  
If so, give state of incorporation.  
A. Texas
3. Is there a current office in Arkansas?
  - A. No
4. Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details.
  - A. No
5. Are annual dues charged? If so, specify amount.
  - A. There are no annual dues charged.
6. What are the specific activities of the organization?
  - A. To help consumers be more aware of products and services offered to help them save money
7. What benefits are provided to the members in addition to insurance?
  - A. See attached brochure.
8. What qualifies an individual for membership?
  - A. Must be 18 years of age and living within the United States.
9. How are members recruited? If by mailing list, advise the source of this list.
  - A. Members are recruited through direct sales via employers, consumer pieces and affiliated groups.
10. Attach a copy of the organization by-laws.
  - A. See attached.
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.
  - A. See attached. **This is privileged information and will need to be destroyed after review.**
12. Please attach a copy of the organization's most recent financial statement.

A. See attached.

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

A. No.

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

| pname                 | pstate | pzip       |
|-----------------------|--------|------------|
| ITALO ANDERSON        | AR     | 72036-0000 |
| MARVIN J JONES        | AR     | 71640-0153 |
| BARBARA J SWENSON     | AR     | 72744-8420 |
| ERIC D SCOTT          | AR     | 71765-9728 |
| MILDRED J CAPPS       | AR     | 72042-3700 |
| MIKE KRANZ            | AR     | 72756-1984 |
| DWAYNE PUGH           | AR     | 71646-0000 |
| HELEN PAYNE           | AR     | 71860-0401 |
| RAMONA VOGELSANG      | AR     | 72554-8123 |
| DORIS HOPWOOD         | AR     | 71901-7782 |
| NADINE DIZZELL        | AR     | 71846-0074 |
| JANE ALEXANDER        | AR     | 72085-0234 |
| PHYLLIS PENNINGTON    | AR     | 71958-0341 |
| NORA CATES            | AR     | 71957-0685 |
| DELORES YELVINGTON    | AR     | 72740-7285 |
| DOROTHYJ DOWERY       | AR     | 72209-6367 |
| VONNETTA JONES        | AR     | 72076-3521 |
| JULIE PHELAN          | AR     | 72076-2810 |
| DONNA A WALLACE       | AR     | 72753-0664 |
| BARBARA N WILLIAMS    | AR     | 72543-9004 |
| CANESHA WILLIAMS      | AR     | 72301-4072 |
| RICHARD SMITH         | AR     | 71826-0000 |
| CHRISTOPHER GULLEY    | AR     | 71722-0019 |
| LOUISE H MCCORKLE     | AR     | 72386-9433 |
| STEPHEN HORNICK       | AR     | 72556-8235 |
| RONALD STEWART        | AR     | 72712-5545 |
| DONOVAN BALL          | AR     | 71913-3107 |
| CINDY MISENHEIMER     | AR     | 72762-8064 |
| RON COURTNEY          | AR     | 72730-0827 |
| STEPHEN AUSTIN        | AR     | 72846-8416 |
| MARYJ LONGINOTTI      | AR     | 71901-9283 |
| THOMAS JAMES          | AR     | 72917-1197 |
| ROBERT BROOKS         | AR     | 72821-0000 |
| MICHAEL HELMS         | AR     | 72364-0000 |
| SANDRA STANHOPE       | AR     | 72503-0000 |
| RANDY BECK            | AR     | 72921-0000 |
| JAMES ALONZO BISHOP   | AR     | 72956-0000 |
| KARL ECKHARDT         | AR     | 72766-0000 |
| CARL GERMAN           | AR     | 72845-0000 |
| LELAND HARTMAN        | AR     | 72933-0000 |
| TOM JUSTICE           | AR     | 72830-0000 |
| LARRY MORGAN          | AR     | 72560-0000 |
| RONALD BRYAN MORSE    | AR     | 72935-0000 |
| LARRY MORTON          | AR     | 71857-0000 |
| LESLIE MYRICK         | AR     | 72316-0000 |
| GARY OGDEN            | AR     | 72021-0000 |
| RONALD G SECREST      | AR     | 72110-0000 |
| DUANE DANIEL STUTZMAN | AR     | 72847-0000 |
| ANTHONY TERRY         | AR     | 72032-0000 |
| JAMES EDWARD TUCKER   | AR     | 72801-0000 |

|                        |    |            |
|------------------------|----|------------|
| DENNIS WELCH           | AR | 72744-0000 |
| JOSEPH LEA             | AR | 72034-0000 |
| DEAN MONTGOMERY        | AR | 72023-0000 |
| STEVEN HATHORN         | AR | 72740-0000 |
| VICTORIA ROHNER        | AR | 72601-0000 |
| DONALD MCLAUGHLIN      | AR | 72712-8863 |
| RUTHIE COLE            | AR | 72753-0000 |
| JAMES WEISCHMAN        | AR | 72160-0000 |
| MARVIN IRELAND         | AR | 71603-0000 |
| AFSHIN KARIMI          | AR | 72704-0000 |
| BEN SMITH              | AR | 71854-0000 |
| KENNETH NEIGLER        | AR | 72734-8721 |
| MARCUS TERRY           | AR | 71602-3909 |
| WENDELL WILLIS         | AR | 71601-7336 |
| KEN SHAMBLIN           | AR | 71730-0000 |
| SEAN PORTER            | AR | 72204-4841 |
| LOUIS WILKINSON        | AR | 71654-0000 |
| LONNIE MURPHY          | AR | 72117-0000 |
| SHANNON PALMER         | AR | 72455-0000 |
| SUE ROSS               | AR | 71913-0000 |
| JIM MILLS              | AR | 72086-0000 |
| CHRIS FORTNER          | AR | 71943-0000 |
| LORRAINE PLUTO         | AR | 72908-0000 |
| PATRICIA NEIGHBORS     | AR | 72404-0000 |
| JOSE HERNANDEZ         | AR | 72762-0000 |
| FAYE MCCORMICK         | AR | 71953-0000 |
| JOE LEWIS              | AR | 72209-0000 |
| LAVENDA HOOD           | AR | 72395-0000 |
| SHELIA LAWSON          | AR | 71854-0000 |
| CLAY WHITING           | AR | 72837-0000 |
| WILLIE BAKER           | AR | 72118-0000 |
| ERMA TONEY             | AR | 71640-0000 |
| LINDA DUER             | AR | 72015-0000 |
| LYNN HINES             | AR | 72103-0000 |
| LARRY BROWN            | AR | 72802-0000 |
| CLIFTON R HANEY        | AR | 72801-0000 |
| MARVIN COOK            | AR | 72476-0000 |
| RICHIE CARR            | AR | 72930-0000 |
| LINDON DAY             | AR | 72820-0000 |
| FRANK EDWARD ARMSTRONG | AR | 72830-0000 |
| ROGER JACKSON          | AR | 72830-0000 |
| TOMMY CASTLEBERRY      | AR | 72940-0000 |
| CHRIS BENNETT          | AR | 72949-0000 |
| SCOTT CRANE            | AR | 72561-0000 |
| DENISE ADAMS           | AR | 71935-0000 |
| REX KERR               | AR | 72364-0000 |
| DANNY RONE             | AR | 71740-0000 |
| SHARI FISHER           | AR | 72113-0000 |
| RUTH BRINKLEY          | AR | 71852-2349 |
| FREDA WILLIAMS         | AR | 72204-6614 |
| ENOCH WILSON           | AR | 72501-0000 |

|                   |    |            |
|-------------------|----|------------|
| SHIRLENE SCHENK   | AR | 71653-0000 |
| CALLIE KOCH       | AR | 72855-2299 |
| SHANA PHARR       | AR | 71754-0002 |
| CHELSEY HUSSUNT   | AR | 72023-2636 |
| ANN HARE          | AR | 72010-2010 |
| ROBERT HALL       | AR | 72051-9408 |
| POLLY MOORE       | AR | 72116-6470 |
| DIANNE ESTES      | AR | 72207-2525 |
| EDWARD TRURTT     | AR | 72112-0000 |
| ROXIE MURPHY      | AR | 71603-0000 |
| JANIE FARLEY      | AR | 71953-8228 |
| ALICIA GARCIA     | AR | 72204-7243 |
| EVA SMITH         | AR | 71601-4068 |
| GLORIA PORTER     | AR | 72080-0000 |
| SHERI KUQI        | AR | 72227-4936 |
| LOREN SHANEK      | AR | 71913-0000 |
| JOHN SHACKLEFORD  | AR | 71730-0000 |
| KEVIN C HARPER    | AR | 71603-0000 |
| MARILYN MOSCRIP   | AR | 72120-0000 |
| CECIL BUFFALO     | AR | 71956-0000 |
| LEONARD STEWART   | AR | 72210-0000 |
| CLINT PRICE       | AR | 72110-0000 |
| JACKIE LACY       | AR | 72023-0000 |
| OWEN RINNER       | AR | 72143-0000 |
| ERROL WHITE       | AR | 72116-0000 |
| LANNY TURNEY      | AR | 72802-0000 |
| CHARLES WHITE     | AR | 72206-0000 |
| RODNEY COLE       | AR | 72117-0000 |
| DARREN SMALL      | AR | 72118-0000 |
| RICK MCMAHAN      | AR | 72734-0000 |
| SHIRLEY BLAKLEY   | AR | 71822-0000 |
| SUSAN MARTIN      | AR | 72501-0000 |
| JACK STONE        | AR | 71940-0000 |
| DARREN LONDON     | AR | 72360-0000 |
| SANDRA NUNNELEE   | AR | 72721-0000 |
| CHARLENE MCMULLEN | AR | 72076-0000 |
| LISA WHEELER      | AR | 72315-0000 |
| JULIUS WEBSTER    | AR | 72150-0000 |
| JANE BRUSH        | AR | 72543-0000 |
| AMY VALENTINE     | AR | 72712-0000 |
| BETTY BARGE       | AR | 71753-0000 |
| GERALD HUNTER     | AR | 72206-0000 |
| ROY ALLSOPP III   | AR | 72951-0000 |
| LINDA BREWER      | AR | 72015-0000 |
| MARY TUCKER       | AR | 72076-0000 |
| WILLIAM GIBSON    | AR | 72903-0000 |
| PEGGIE BURNAM     | AR | 72114-0000 |
| JANIE DONISON     | AR | 71972-0000 |
| MARIA CISNEROS    | AR | 72830-0000 |
| DEL CANTRELL      | AR | 72740-0000 |
| ROBBIE HANCOCK    | AR | 71921-0000 |

|                       |    |            |
|-----------------------|----|------------|
| JEFF CLEVENGER        | AR | 72677-0549 |
| JAMES CROSS           | AR | 72947-9111 |
| DOUGLAS BURNETT       | AR | 72762-4051 |
| MARION GIBSON         | AR | 72476-0322 |
| TAMMY SNEED           | AR | 72501-1811 |
| MICHAEL PETERSON      | AR | 72204-0000 |
| HAROLD GREGORY        | AR | 72837-0000 |
| DIANA K HUFF          | AR | 72601-0000 |
| JEFF BLAKE            | AR | 71822-0000 |
| ROSE WHITE            | AR | 71730-0000 |
| JANELLE DILLON WILSON | AR | 72227-0000 |
| TAMESHA SHEARS        | AR | 72333-0000 |
| JONATHAN LONG         | AR | 72117-0000 |
| DIANA LOWMAN          | AR | 72762-0000 |
| LAURA HEARN           | AR | 72143-0000 |
| DELILAH SMITH         | AR | 72206-0000 |
| DOROTHY GRIFFORD      | AR | 71837-0000 |
| RONALD SMITH          | AR | 72026-0000 |
| DAN BAULSON           | AR | 72088-2735 |
| KIMBRA HOUSE          | AR | 72863-9220 |
| FRANCIS CHAMPAGNE     | AR | 72019-9551 |
| SARA ROCHELLE         | AR | 72034-3916 |
| LEROY HAMPTON         | AR | 71611-7473 |
| PEARL BYRD            | AR | 72762-0808 |
| JOHN SANDERLIN        | AR | 72143-9211 |
| LINDA HAWKINS         | AR | 72022-4067 |
| PATTE DOTSON          | AR | 72740-6800 |
| MARZELL JACK          | AR | 71802-2341 |
| DAVID WILLIAMS        | AR | 72031-1232 |
| JOSEPH HUDSON         | AR | 71854-4435 |
| RUTH NELSON           | AR | 72030-8019 |
| KELLY WHITLOCK        | AR | 72736-9587 |
| ALEATA BRIGANCE       | AR | 72756-0000 |
| VIRGINIA HARRIS       | AR | 71753-8207 |
| CAROLYN F HOWELL      | AR | 72019-6231 |
| HERBERT GOSS          | AR | 72209-4535 |
| CHERYL BRADSHAW       | AR | 72853-9254 |
| DEBRA JOHNSON         | AR | 71842-0000 |
| TOMMY DERAMUS         | AR | 71953-0357 |

HOWARD J. SCHULMAN

*A Professional Corporation*

Certified Public Accountant

4500 Westgrove, Suite 300

Addison, TX 75001

972-930-6287

Fax 972-930-6278

howard.schulmancpa@gmail.com

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Consumer Direct Association of America

I have audited the accompanying statement of financial position for the Consumer Direct Association of America as of December 31, 2007 and the related statements of activities and fund balances, and cash flows for the then ended year. These financial statements are the responsibility of the center's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with generally accepted auditing standards. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Consumer Direct Association of America as of December 31, 2007, the results of its activities and changes in fund balances and cash flows for the year then ended in conformity with generally accepted accounting principles in the United States of America.

*Howard J. Schulman, CPA*

September 8, 2008

**CONFIDENTIAL**

**CONSUMERS DIRECT ASSOCIATION OF AMERICA**  
**STATEMENT OF FINANCIAL POSITION**  
**DECEMBER 31, 2007**

**ASSETS**

CURRENT ASSETS:

|                          |               |
|--------------------------|---------------|
| Cash and Cash Equivalent | \$ 40,611     |
| Receivable Member Fees   | <u>65,786</u> |

|                     |                                 |
|---------------------|---------------------------------|
| <b>TOTAL ASSETS</b> | <b><u><u>\$ 106,397</u></u></b> |
|---------------------|---------------------------------|

**LIABILITIES AND FUND BALANCES**

CURRENT LIABILITIES:

|                                     |               |
|-------------------------------------|---------------|
| Accounts Payable                    | \$ 33,054     |
| Accrued Income Taxes                | \$ 384        |
| Due New Benefits for Management Fee | <u>29,459</u> |

|                                  |               |
|----------------------------------|---------------|
| <b>TOTAL CURRENT LIABILITIES</b> | <b>62,897</b> |
|----------------------------------|---------------|

|                          |               |
|--------------------------|---------------|
| FUND BALANCES - Surplus: | <u>43,500</u> |
|--------------------------|---------------|

|  |                                 |
|--|---------------------------------|
| <b>TOTAL LIABILITIES AND FUND BALANCES</b> | <b><u><u>\$ 106,397</u></u></b> |
|--|---------------------------------|

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See Accompanying Notes and Accountant's Report

**CONSUMERS DIRECT ASSOCIATION OF AMERICA**  
**STATEMENT OF ACTIVITIES AND FUND BALANCES**  
**FOR THE YEAR ENDED DECEMBER 31, 2007**

|  |                         |
|--|-------------------------|
| <b>SUPPORT AND REVENUES:</b>                   |                         |
| Member Fees                                    | \$ 965,443              |
| <b>TOTAL REVENUE</b>                           | <u>965,443</u>          |
| <b>COST OF INSURANCE PURCHASED FOR MEMBERS</b> | <u>446,638</u>          |
| <b>GROSS PROFIT</b>                            | <b>518,805</b>          |
| <b>OPERATING EXPENSES</b>                      |                         |
| Management Fees                                | 466,384                 |
| Software                                       | 40,000                  |
| Professional Fees                              | 7,125                   |
| Other  | 546                     |
| <b>TOTAL OPERATING EXPENSES</b>                | <u>514,055</u>          |
| <b>NET OPERATING INCOME</b>                    | <b>4,750</b>            |
| Provision for Income Taxes                     | <u>384</u>              |
| <b>NET OPERATING INCOME</b>                    | <b>4,366</b>            |
| Retained Surplus at January 1, 2007            | 48,614                  |
| Prior Period Adjustment                        | <u>-9,480</u>           |
| <b>RETAINED SURPLUS, December 31, 2007</b>     | <u><u>\$ 43,500</u></u> |

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See Accompanying Notes and Accountant's Report

CONSUMERS DIRECT ASSOCIATION OF AMERICA  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2007

CASH FLOWS FROM OPERATING ACTIVITIES:

|   |                         |
|---|-------------------------|
| Fee Revenue                                   | 969580                  |
| Loan advance from Management Company          | -25,000                 |
| Cash paid to suppliers for current year       | (957,087)               |
| Income Taxes                                  | (9,505)                 |
| <b>Net Cash Provided by Activities</b>        | <u>(22,012)</u>         |
| <br>  |                         |
| Cash and Cash Equivalents, Beginning of Year  | <u>62,622</u>           |
| <br>  |                         |
| <b>Cash and Cash Equivalents, End of Year</b> | <u><u>\$ 40,610</u></u> |

Reconciliation of Change in net assets to net cash used by Operating Activities:

|  |                           |
|--|---------------------------|
| Change in Net Assets   | \$ (5,114)                |
| Adjustment to reconcile change in net assets to net cash provided by operating activities: |                           |
| Decrease Member Fees Receivable  | 4,137                     |
| Decrease in Accounts Payable & Accrued Expenses  | (21,035)                  |
| <br>   |                           |
| <b>Net Cash Provided by Operating Activities</b>   | <u><u>\$ (22,012)</u></u> |

CASH FLOWS PROVIDED (USED) INVESTING ACTIVITIES:

|   |          |
|---|----------|
| None                                    | -        |
| <br>                                    |          |
| Net Cash (Used) by Investing Activities | <u>-</u> |

CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES

|   |                         |
|---|-------------------------|
| Advance from Management Company           |                         |
| <br>                                      |                         |
| Net Cash Provided by Financing Activities | <u>\$ -</u>             |
| <br>                                      |                         |
| NET INCREASE IN CASH                      | \$ (22,012)             |
| <br>                                      |                         |
| Cash at January 1, 2007                   | <u>62,622</u>           |
| <br>                                      |                         |
| <b>CASH AT DECEMBER 31, 2007</b>          | <u><u>\$ 40,610</u></u> |

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See Accompanying Notes and Accountant's Report

**CONSUMER DIRECT ASSOCIATION OF AMERICA**  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2007

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Consumer Direct Association of America (“CDAofA”) is a non-profit organization that assists purchasing insurance for its members and various discount services. CDAofA began operations in May 2006.

Basis of Presentation

The financial statements of CDAofA are presented in accordance with generally accepted accounting principles applicable for not for profit organizations.

Cash & Cash Equivalents Consists of the Following

Cash consists of money in bank accounts and short-term investments having initial maturity of 90 days or less that can easily be converted to cash with little to no loss of principal. At December 31, 2007 cash consisted of \$40,611 in a bank checking account.

Receivable and Revenue Recognition

Revenue is recognized in the period the membership services are provided and due. At December 31, 2007 the company reported \$65,786 as receivables. The receivables were collected January 2008 in full.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - COMMITMENTS

The association has a management agreement with New Benefits. New Benefits provides all necessary operating functions for the CDAofA to achieve its mission. Therefore, the Association has no rental obligation at this time. The management agreement is cancelable by either party with 60 days written notice.

NOTE 3 - CONTINGENCIES

The Association has no pending legal matters or lease obligations.

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**CONSUMER DIRECT ASSOCIATION OF AMERICA**

Notes to Financial Statement Continued

**NOTE 4 – RELATED PARTY TANSACTIONS**

The treasurer, Bruce Bernstein, is an attorney and certified public accountant licensed in the Texas. Mr. Bernstein's firm provides tax preparation, tax planning and consulting as its normal principal business. The firm was compensated for preparing the application forms necessary to get Internal Revenue Service approval for not for profit status and the required federal income tax forms for the first year of operations. The fee charged was reasonable for the services performed.

**NOTE 5 – INCOME TAXES**

The Company accrued taxes income taxes at the anticipated federal income tax rate of 15 percent. There is no deferred income tax asset or liability.

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# GAP PROTECTION PROGRAM

Discount Medical Plan

# Welcome!

We are delighted to welcome you to the premier benefits program! You can enjoy savings on your healthcare needs immediately by using your new membership card, which is enclosed in your new member packet.

For your convenience, we have provided a list of your closest participating locations in the back of this booklet. Our Member Services department is also available during business hours to assist you in locating additional providers in your area when you call the toll-free number located on your membership card, or you may go to the internet at [www.locateproviders.com](http://www.locateproviders.com) at any time of day or night. If your favorite provider is not already on our program, you may nominate him or her to Member Services for additional follow-up.

Please keep in mind that your membership is NOT insurance, so it is simple and easy to use. There are no health restrictions or paperwork. You can use the card immediately and as many times as needed. When you present your card to a participating provider, you will receive a discount at the time of purchase or service.

By the way, we know your family's health is your number one priority. All your legal dependents may use your membership card, or you may order additional cards for family members in their names for a nominal fee by simply calling Member Services.

If for any reason you are not satisfied with this program, please call the number on the back of your card.

In order to maximize your savings, please take a moment to familiarize yourself with the instructions in this booklet. The more informed you are, the more often you will remember to take advantage of the tremendous savings your new membership card offers you, and the more money you will save!

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## Terms and Conditions

1. Member is defined as primary member, spouse, and all legal dependents. All legal dependents are automatically registered and no additional registration is required.
2. At any time, a participating professional may be eliminated from the respective network in which they are associated.
3. Companies providing benefits and discounts in this program are not a licensed insurer, health maintenance organization, or other underwriter of healthcare services. No portion of any provider's fees will be reimbursed or otherwise paid.
4. The discounts contained herein may not be used in conjunction with any other discount plan or program. All listed or quoted prices are current prices from participating providers and subject to change without notice. From time to time, certain providers may offer products and/or services to the general public at prices lower than the discounted prices available through this program. In such event, members will be charged the lowest price.
5. Providers are subject to change without notice and programs may vary in some states. This membership program may be discontinued or modified at anytime. You will receive notice if the plan is discontinued or materially modified.
6. Savings are based upon the provider's normal fees. Actual savings will vary depending upon location and specific services or products purchased.
7. This program is a referral and membership program and does not warrant professional services, nor is it responsible for the quality of care received. This program makes no warranties, express or implied, concerning services or care provided.
8. Companies providing benefits and discounts in this program are not licensed to provide and do not provide medical services or items to individuals. Providers contracted by each network associated with this program are solely responsible for the professional advice and treatment rendered to members and each company disclaims any liability with respect to such matters.
9. Refund Policy and 30-day Money Back Guarantee: If you cancel for any reason within 30 days after receipt of your membership materials, you will receive a full refund of paid membership fees. Non-refundable one-time fees will be disclosed at the time of application. TN and AR residents: A refund of all fees will be issued if membership is canceled within the first 30 days.

*Note: This contract is not covered by any life and health guarantee association.*

## How to Use

### YOUR MEMBERSHIP CARD

1. Read the enclosed description for each benefit.
2. Keep your membership card with you at all times so it will be easily accessible to present at provider locations. You must present your membership card at the time of service to receive a discount.
3. Remember all your legal dependents can use your membership card or you may order additional cards for legal dependents with their names.
4. To locate participating providers in your area, check the list at the end of this booklet. For additional provider locations, call the appropriate number on the back of your card or visit [www.locateproviders.com](http://www.locateproviders.com).
5. Payment in full must be made at the time of service.
6. If you have any questions on how to use your membership, call our Member Services department at the toll-free number listed on your card for prompt, friendly assistance.
7. Our offices are open Monday through Friday, 7 a.m. to 7 p.m. and Saturday, 8 a.m. to 5 p.m. Central Time.



# TelaDoc

800-835-2362

## HIGHLIGHTS

- Telephone medical consult with state licensed physicians who diagnose medical problems and prescribe short-term medication when appropriate.
- If medicine is needed a prescription is phoned into your local pharmacy.
- All state licensed physicians specialize in cross coverage consults. They are primary care physicians, internists and urgent care physicians.
- Doctors available 24 hours a day, 365 days a year.
- Speak to a doctor quickly in most cases in less than an hour, but always within 3 hours guaranteed.
- Doctor reviews your electronic health record prior to each consultation to aid diagnosis.
- Fast, cost effective medical attention that saves both time and money.
- You have already paid the membership access fee for this service. **PLEASE REGISTER NOW!**

## REGISTRATION (Mandatory)

Follow the steps below to register an account with TelaDoc (*TelaDoc members must be 10 years of age or older*).

1. Logon to <http://www.teladoc.com/go>. If you do not have access to the internet call **1-800-TELADOC (1-800-835-2362)**.
2. Click **First Time Users**.
3. Type Group Number (located on the face of your membership card) in the *Company Name* box. All one word and all uppercase.
4. Type **PHONEADOCVIP** (all one word and all uppercase) in the *Company Pass Code* box.
5. Click **Proceed with Signup**.

## Personalize Your Account

Complete the fields in each section. Fields marked with an asterisk (\*) are required.

### Helpful Hints:

- a) Create a unique **User Name** you can easily remember. The User Name is what you will use to logon to your account in the future. Many customers choose to use their first initial and last name. If you are registering dependents, create a User Name that uniquely identifies each individual.
- b) Create a **Password** that you can easily remember.
- c) The *Verification Prompt* field is used by our TelaDoc representatives to identify you as a TelaDoc member. Select a prompt that you will easily remember.
- d) During registration, you will be asked for the name and telephone number of your local pharmacy (if you do not have this information handy, there is a search tool on the registration page to help you locate a CVS location nearest you.)

**What's Next? Medical History Disclosure:** Each TelaDoc member must complete a Medical History Disclosure prior to requesting their first consultation. This is a separate step from registering your account and is similar to the paperwork you complete on your first visit to a doctor. You may complete your Medical History Disclosure online for FREE. If you do not have Internet access, call **800-835-2362** and a representative will take your medical history over the telephone. There is a **\$12** charge associated with this option and a credit card payment is required during the call.

To complete your Medical History Disclosure online:

1. Logon to <http://www.teladoc.com>.
2. Click on Login/Register in the upper right hand corner of the website page.
3. Enter the username and password you created during registration.
4. Complete the Medical History Disclosure.
5. **Complete the steps above for each participating family member 10 years of age and older.**

When you need a medical consult, go online to request a consult or call **800-835-2362**.

TelaDoc is not associated with any doctor network included in your benefits package nor do they have access to network information. For that info, call the Member Services number on your membership card.

*TelaDoc does not prescribe DEA controlled substances.*

*TelaDoc is not available to residents or in the state of Oklahoma.*

*TelaDoc provide services for members 10 years of age or older.*

*TelaDoc does not replace your primary care physician.*

## Legal Services

800-305-6816

### HIGHLIGHTS

- The referred attorney will provide members with nine free services, which include:
  - Initial phone consultations for all new legal matters
  - Initial face to face consultations for all new legal matters
  - Document review (6 pages or less)
  - Letters written on member's behalf
  - Phone calls made on member's behalf
  - Assistance with governmental programs
  - Assistance with small claim court representation
  - A free simple will with free annual updates
  - A free living will (advance healthcare directive)
  - 10% discounts on all contingency fees

### BENEFIT DETAILS

1. Call member services at **800-305-6816**, Monday through Thursday, 7:30 a.m. to 7 p.m. and Friday, 7 a.m. to 6 p.m. Central Time. Identify yourself as a Legal Services member and you will be assigned an attorney based on area of law you need practiced, language you speak and location.
2. The entire network of over 20,000 attorneys has contracted with Legal Services to provide its members with numerous free and discounted legal services. Plan attorneys will either charge \$125.00 per hour, or when appropriate, give members a 40% discount off their usual and customary hourly rate. In most cases the attorney will be able to determine the amount of hours any given case may consume prior to beginning work on the case.
3. The plan member attorneys have also agreed to cap their fees on eight commonly used legal services, which include: traffic ticket defense, simple divorce, name change, real estate closing, simple will/trust, chapter 7 bankruptcy, and reg. incorporations.



*LifeLock*

**877-LifeLock**



**HIGHLIGHTS**

- Free Fraud alerts are requested on your behalf to the major credit bureaus – when anyone tries to use your credit the merchant is advised to take extra precautions to verify it's you and only you making the request
  - A drastic reduction in junk mail
  - Fewer pre-approved credit card solicitations
  - Ensure the credit approval process goes smoothly
- 
- WalletLock™ assists you in the event your wallet is lost or stolen
  - eRecon™ searches for your information being sold or traded online
  - TrueAddress™ notifies you when a change of address is filed in your name
  - LifeLock's \$1 million service guarantee – if you become a victim while as a LifeLock client, LifeLock will recover your good name and spend up to \$1 Million to do it
  - Includes your legal dependents for no additional charge

**BENEFIT DETAILS**

1. To register your information with LifeLock - go to [www.lifelock.com](http://www.lifelock.com) and click on the Enroll Now button. Enter promo code **LLFAMILY** and then enter your Member number when prompted.
2. You will be prompted to enter Additional Family members at no additional charge during your registration.
3. If you do not have internet access, please call LifeLock Client Services at **877-LifeLock (877-543-3562)**, Monday through Friday, 7 a.m. to 7 p.m. Central Time. When you speak with a client services member, please provide your promo code and then provide them with your Member number.

**“MONEY MATTERS”**

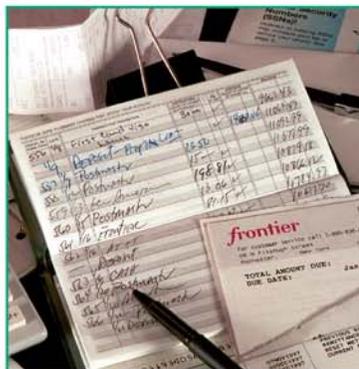
# *Financial Help Line's*

**800-704-1308**

**HIGHLIGHTS**

askAFS's Financial Help Line's “MONEY MATTERS” services include a live telephonic counseling helpline and online information and educational resources. Financial Counseling on Demand provides members with a broad array of practical financial counseling services when they have questions and need assistance. Solutions include credit issues, debt, cash flow, eldercare, education funding, budgeting, taxes, savings, retirement and homeownership. Features of the program include:

- Unlimited access to a staff of highly trained, accredited and experienced Financial Counselors
- Initial problem assessment
- Initial problem clarification
- Problem solving options
- Creation of a goal-oriented plan
- Resources and tools for the plan's solutions and additional education
- Assistance and support in completing the plan
- A Powerful Array of Resources - On-line tools, calculators, articles and education
- Referrals for assistance as needed
- Ongoing follow-up and help with additional concerns
- No financial products to sell, independent, no conflict of interest, unbiased



**BENEFIT DETAILS**

1. To access live accredited counselors, call **800-704-1308** Monday through Friday, 7 a.m. to 9 p.m. Central Time.
2. For 24/7 availability of comprehensive online resources go to, [www.Vip-askafs.com](http://www.Vip-askafs.com), click on “enter site.”

*Financial Help Line does not provide investment, legal or tax advice. Counselors do not prepare tax returns.*

## Emergency Roadside Assistance

866-611-7043

### HIGHLIGHTS

- Available 24 hours a day, 365 days a year.
- Up to 15 miles towing per occurrence maximum for covered charges.\*
- Covers Member, spouse and dependent children up to age 21 permanently residing at registered address when driving any vehicles they own or lease (12 months or longer).
- Towing Assistance
- Flat Tire Assistance
- Fuel, Oil, Fluid and Water Delivery Service
- Lock-out Assistance
- Battery Assistance

### BENEFIT DETAILS

1. Call toll-free **866-611-7043** and a service vehicle will be dispatched to your assistance 24 hours a day, 365 days a year.
2. Remain with your vehicle until the service provider arrives, as they cannot service an unattended vehicle.



*\*Note: Limitations and exclusions apply. Please read the enclosed Terms and Conditions for a complete explanation of this benefit.*

# Monitronics Alarm Systems

888-684-3622

## HIGHLIGHTS

- Free security needs assessment of your home by an Authorized Monitronics Dealer.
- Free basic alarm, free key chain remote control, discounted monthly monitoring fees, and \$30 off the activation fee--when a 36-month contract is signed.
- Enjoy peace of mind and satisfaction in knowing that your family and home are protected by Monitronics 24-hours a day, 365 days a year.

## BENEFIT DETAILS

1. Order your home security system now by visiting the Monitronics members-only website. Simply type <http://kiosk.monitronics.com/membersonly> in the address bar of your browser. This site contains resourceful information such as national statistics, company information and descriptions of home security systems you can purchase.
2. Once at the site, acknowledge that you are a homeowner and currently are not monitored by another company by checking the box provided. You will automatically be directed to a page where you can select the security system of your choice by clicking order now. At which time you will be prompted to insert personal information for an Authorized Dealer to contact you. Once you submit the form you will be given a confirmation number. It is recommended that you print this page for future reference.
3. If you do not have Internet access or would like to speak to a live Monitronics representative, you may call toll free, **888-684-3622**, Monday thorough Friday, 7 a.m. to 7 p.m. Central Time.

*\*Terms and Conditions: Pricing is based on signing a 36-month monitoring*

*\*\*Cannot be currently monitored by another company*

Monitronics International, Inc. ® is a registered trademark of Monitronics International, Inc.

## *\$10,000 Medical Accident Plan Insurance and \$10,000 Accidental Death & Dismemberment Insurance*

The following limited benefit insurance is under the Group Accidental Death and Dismemberment and Medical Care Insurance policy and is an added benefit provided after 30 days of consecutive membership featuring:

### **HIGHLIGHTS**

- Under your Consumers Direct Association of America Membership all active members receive Accident Medical/Dental Expense Insurance coverage of up to \$10,000 and Accidental Death and Dismemberment coverage Insurance of up to \$10,000.
- Membership includes family coverage. Spouse and legal dependent names required at the time of enrollment. See enclosed certificate for details.
- \$10,000 Accident Medical/Dental Expense Insurance pays for medical expenses resulting from a covered accident up to \$10,000 per covered accident. Subject to a \$100 deductible.
- Accidental Death Insurance benefit of \$10,000.
- Accidental dismemberment pays for the covered loss of limb or sight according to a schedule.
- Worldwide benefit can be used for accidents that occur out of the United States for no more than 60 days.
- Certain exclusions apply. See enclosed certificate for details.

### **BENEFIT DETAILS**

1. File with your primary insurance, if applicable.
2. In the event of a claim, contact Customer Service at **866-815-1976** for claim forms and instructions on claim procedures.
3. The Claims Department will mail you an Accident Claim Form to fill out & return.
4. Make sure that your provider mails a copy of your itemized bills and completes their portion of the Accident Claim Form.
5. Please carefully review the full policy certificate and benefit summary in this package.

\*All benefits provided by the group Accident Medical Expense and Accidental Death and Dismemberment insurance policy are subject to the terms, definitions, conditions, exclusions, and limitations of the group policy. To obtain more information about this insurance, please call 1-888-879-3322 and ask to speak to a licensed agent or click on the link above.

\*All members of the GAP Protection and GAP Protection Plus Programs are enrolled into Consumers Direct Association of America (CDAoA) to be eligible to receive the Accident Medical Expense and Accidental Death and Dismemberment benefits. These insurance benefits are underwritten by The Guaranteed Trust Life Insurance Company. These benefits are under policy # (insert policy #) issued to CDAoA. Coverage becomes effective on the date provided in your membership materials.

**THIS IS NOT BASIC HEALTH INSURANCE. THIS OFFER INCLUDES DISCOUNTS AND/OR SERVICES PLUS ADDED LIMITED BENEFIT SUPPLEMENTARY INDEMNITY INSURANCE. NONE OF THESE, INDIVIDUALLY OR IN COMBINATION ARE A SUBSTITUTE FOR BASIC HEALTH COVERAGE, MAJOR MEDICAL INSURANCE OR ANY OTHER MEDICAL EXPENSE REIMBURSEMENT INSURANCE PLAN.**

# Critical Illness

866-815-1976

All members of the GAP Protection Plus Program are enrolled into the American Advantage Association to be eligible to receive this insurance benefit. This limited benefit insurance is an added, separate benefit of your membership.

## HIGHLIGHTS

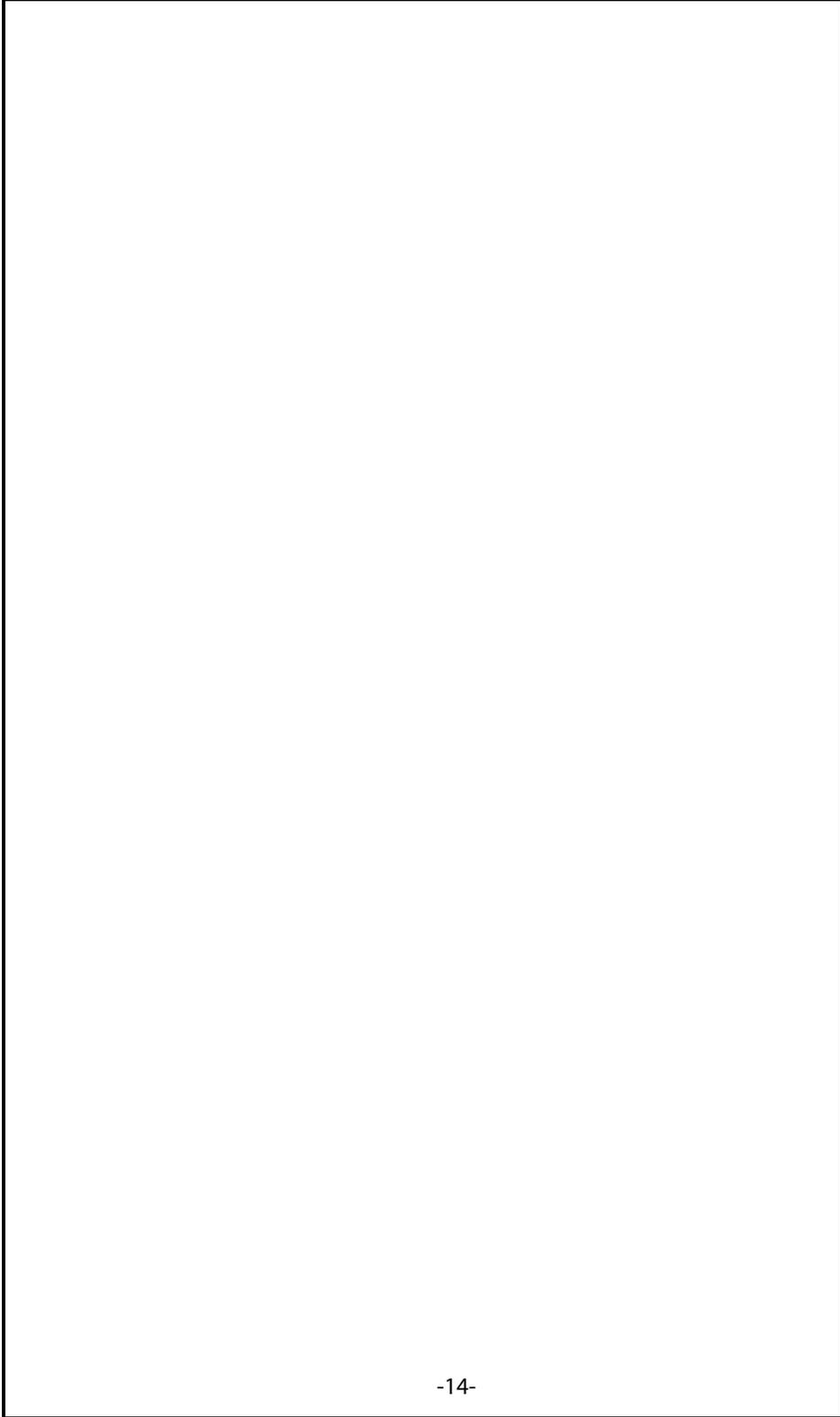
- Benefit pays a lump sum benefit up to \$10,000 for your illness following the diagnosis of a serious illness like life threatening cancer, stroke, heart attack or major organ transplant to help you cover the direct and indirect costs of suffering.
- Benefit pays up to \$5,000 for your spouse's illness if the family membership program is selected.
- The amount payable for a Critical Illness will be reduced by 50% if an Insured Person is age 65 or older on the date the benefit becomes payable.



## BENEFIT DETAILS

1. File with your primary insurance, if applicable.
2. In the event of a claim, contact Customer Service at **866- 815-1976** for claim forms and instructions on claim procedures.
3. The Claims Department will mail you an Accident Claim Form to fill out and return.
4. Make sure that your provider mails a copy of your itemized bills and completes their portion of the Accident Claim Form.
5. Please carefully review the full policy certificate and benefit summary in this package.

\*\*This insurance benefit is underwritten by National Union Fire Insurance Company of Pittsburgh, P.A. and subject to the exclusions, limitations, terms and conditions of coverage as set forth in the description of coverage provided in your membership materials and the Group Critical Illness Insurance Policy (policy# CIP 9600229) issued to American Advantage Association.





**GAP PROTECTION  
PROGRAM**

6850 MANHATTAN BLVD  
SUITE 205  
FORT WORTH, TX 76120

**Attention Members:**  
Now that you're a member, please read  
the enclosed materials carefully!

**T:M-71673-\*1\***

**JOHN Q. CUSTOMER  
14240 PROTON RD  
DALLAS TX 75244-3635**

**11/13/08**



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

1. **Q.** Name and address of the group.  
**A.** National Small Business Association, Inc.  
PO Box 5024  
9001 E Lazywood Place  
Carefree AZ 85377
2. **Q.** Is this group incorporated?  
**A.** Yes  
**Q.** If so, give state of incorporation.  
**A.** Arizona
3. **Q.** Is there a current office in Arkansas?  
**A.** No
4. **Q.** Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details.  
**A.** No
5. **Q.** Are annual dues charged? If so, specify amount.  
**A.** Yes, \$12.00 Annually
6. **Q.** What are the specific activities of the organization?
7. **A.** The National Small Business Association, Inc. (NSBA) was established for the purpose of providing small business owners and their employees access to innovative services, programs, information and benefits that would help their businesses to succeed and improve the quality of their lives.
8. **Q.** What benefits are provided to the members in addition to insurance?  
**PLEASE ATTACH BROCHURES ON THE BENEFITS.**  
**A.** See Attached Brochure
9. **Q.** What qualifies an individual for membership?  
**A.** Small Business owners, employees and retirees
10. **Q.** How are members recruited? If by mailing list, advise the source of this list.  
**A.** Mostly from the NSBA website ([www.nsba.net](http://www.nsba.net))
11. **Q.** Attach a copy of the organization by-laws.  
**A.** See Attached
12. **Q.** 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.

A. See Attached

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

A. Not Available

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

A. No.

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

| Last Name | First Name | le | Billing Name         | Address 1           |
|-----------|------------|----|----------------------|---------------------|
| ALMAHAYNI | MUHAMMAD   | N  | MUHAMMAD N ALMAHAYNI | 111 SEZANNE CT      |
| COMEANS   | STEPHEN    | P  | STEPHEN P. COMEANS   | 11103 KANIS ROAD    |
| GEREAUX   | STEVE      |    | STEVE GERAUX         | 4200 BUNKER HILL DR |
| LINDNER   | ADOLPH     |    | ADOLPH LINDNER       | 95 GUNSTOCK DRIVE   |
| MAC LEAN  | SHANNA     |    | SHANNA MACLEAN       | 3969 MUNDELL ROAD   |
| MCCARTHER | GERALDINE  |    | GERALDINE MCCARTHER  | 2002 SHUMATE DRIVE  |
| MCCARTY   | DON        |    | DON MCCARTY          | 702 STONEHAVEN      |
| MORRIS    | DOUGLAS    | L  | DOUGLAS L MORRIS     | PO BOX 627          |
| MOSLEY    | GEORGE     |    | GEORGE MOSLEY        | P. O. BOX 884       |
| THARP     | MICHAEL    |    | MICHAEL THARP        | 25 RIVER RIDGE ROAD |

| City            | State | Zip   | Eff Date | Term Date |
|-----------------|-------|-------|----------|-----------|
| LITTLE ROCK     | AR    | 72223 |          |           |
| LITTLE ROCK     | AR    | 72211 |          |           |
| NO. LITTLE ROCK | AR    | 72116 |          |           |
| MOUNTAIN HOME   | AR    | 72653 |          |           |
| EUREKA SPRINGS  | AR    | 72631 |          |           |
| LITTLE ROCK     | AR    | 72212 |          |           |
| BENTONVILLE     | AR    | 72712 |          |           |
| PARIS           | AR    | 72855 |          |           |
| FARMINGTON      | AR    | 72730 |          |           |
| LITTLE ROCK     | AR    | 72227 |          |           |

NATIONAL SMALL BUSINESS ASSOCIATION, INC.. (NSBA, Inc.)

BY-LAWS

ARTICLE I  
NAME AND LOCATION

The name of this Corporation is The National Small Business Association, Inc. (NSBA). The principal office is located at 9001 East Lazywood Place, Carefree, AZ, 85377. The mailing address of the Corporation is P.O. Box 5024, Carefree, AZ 85377-5024. The Corporation may have such other offices, either within or without the State of Arizona, as the Board of Directors may designate.

ARTICLE II  
PURPOSE

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which corporations may be incorporated under the laws of Arizona, as they may be amended from time to time.

ARTICLE III  
MEMBERSHIP

Membership in the NSBA shall be limited to the owners, employees, retirees (and their families) of corporations, partnerships, sole proprietors of business with from 1 to 1,200 employees. The NSBA intends to provide such members with tangible and intangible benefits, products and services at an acquisition convenience to them.

ARTICLE IV  
MEETING OF STOCKHOLDERS

Section 1. Annual Meeting. The Annual Meeting of the stockholders shall be held once a year at a time and place selected by the President. The purpose of the meeting would be to elect directors and to transact such business as may come before the meeting.

Section 2. Notice of Meeting. Notice of all Stockholders' meetings, stating the time and location, shall be given by the President to the stockholders by mail, fax or e-mail 20 days prior to the meeting.

Section 3. Quorum of Stockholders. A majority in interest of all Capital Stock issued and outstanding represented by Stockholders of record in person or by proxy shall constitute a quorum.

Section 4. Proxy and Voting. Stockholders of record may vote at any meeting either in person or by proxy in writing which shall be filed with the President before the date of

the meeting. Such proxies shall not be valid 20 days after the meeting for which they were intended.

## ARTICLE V BOARD OF DIRECTORS

Section 1. Board of Directors. A Board of Directors shall be elected at the Annual Meeting or at any other meeting held in place thereof as provided by law. The number of directors of this Corporation shall not be fewer than one (1) or more than seven (7).

Each Director shall serve until the next Annual Meeting. Directors may or may not be Stockholders of the corporation.

Section 2. Powers of the Directors. The Board of Directors shall have the entire management of the business of the Corporation that is consistent with the Laws of the State of Arizona.

Section 3. Meetings of Directors. Regular meeting of the Board of Directors shall be held at such times and places as determined by the Board of Directors.

Section 4. Notice of Board of Directors' Meeting. Notice of all Board of Directors' meetings, stating the time and location shall be given by the President to the Directors by mail, fax or e-mail 20 days prior to the meeting.

## ARTICLE VI OFFICERS AND THEIR DUTIES

Section 1. Officers. The Officers of this Corporation shall be elected to such offices by the Board of Directors and shall include a President, a Secretary and a Treasurer and may include a Chairman of the Board. In the event that not all Offices are filled, the President shall assume the rolls and perform the duties of the offices not filled.

Section 2. President. The President shall perform all the duties commonly incident to this office and any other duties as designated by the Board of Directors.

Section 3. Secretary. The Secretary shall perform all the duties commonly incident to this office and any other duties as designated by the Board of Directors.

Section 4. Treasurer. The Treasurer shall perform all the duties commonly incident to this office and any other duties as designated by the Board of Directors.

Section 5. Resignations and Removals. Any Director or Officer may resign at any time by giving written notice to the President of the Corporation. Any such resignation shall be effective at the time specified or, if not specified, upon the acceptance of the Board of Directors.

An Officer or Director may be removed by a majority vote of the stock issued and outstanding at a meeting called together for the purpose of removing an Officer or Director.

## ARTICLE VII CERTIFICATES OF STOCK

Section 1. Certificates of Stock. Every stockholder shall be entitled to a certificate or certificates of the capital stock of the Corporation. Each certificate shall be duly numbered, signed with the signature of the President and sealed with the seal of the Corporation.

Section 2. Transfers of Stock. Shares of stock may be transferred by the delivery of the stock to the Corporation accompanied by the completed assignment in writing or by a written power of attorney to sell assign or transfer the stock on the books of the Corporation. The assignment must be signed by the person whose name appears on the stock as the owner. All necessary Federal and State required tax stamps must be affixed. It shall be the duty of every stockholder to notify the Corporation of his or her post office address.

Section 3. Transfer Books. The transfer books of the Corporation may be closed for any period of time not to exceed fifty (50) days preceding Stockholders Meetings or the Board of directors may, if it chooses, fix a date, not more than fifty (50) days prior to a Stockholders Meeting, which only Stockholders of record on such date shall be entitled to vote at such meeting.

Section 4. Loss of Certificate. In the case of loss, mutilation or destruction of a stock certificate a duplicate certificate may be issued upon such terms as the Board of Directors may prescribe.

## ARTICLE VIII FISCAL YEAR

The Fiscal year of the Corporation shall begin on the first day of January and end of the last day of December of each year.

## ARTICLE IX SEAL

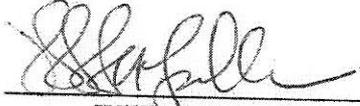
The Official Seal of the Corporation shall consist of a flat faced circular die with the following words and figures cut or engraved thereon:

National small Business Association, Inc.  
1985  
State of Arizona

ARTICLE X  
AMENDMENTS

The By-Laws of the Corporation, may be amended, added-to or repealed, whether by the Stockholders or the Board of Directors, by the vote of the holders of not less than 60% of the issued and outstanding stock at any meeting of the stockholders called in the manner previously described in ARTICLE IV, Section 2.

In witness whereof, the Stockholders have hereunto affixed their signatures signifying approval and acceptance of these By-Laws of the corporation, this ninth (9<sup>th</sup>) day of May, 2000.



---

William L. Lachapelle  
President



National Small Business Association

# Member Benefits

[www.nsba.net](http://www.nsba.net)

## Benefits Include

### Prescription Drugs *(Local and Nationwide)*

- Instant savings that average over 22% with potential savings that up to 50% on brand name

### Vision Care

- 28% Savings on prescription lenses and frames
- No Limits on usage

### Hearing Care

- FREE 10 Step hearing Evaluation

### Diabetes Care And Supplies

- 15% savings on Envoy Health line of diabetic testing supplies



## Plus Information On:

Disaster Assistance

Airline Travel & Car Rental

Small Business Consulting

Legal Information

Online Business Forum

Governmental Resources

DHL Express Mail & Shipping

Business Capital and Finance

Legislative Updates

... and much more.



## Access to Additional

## NSBA Benefits

### Fully Insured Dental Plan

- NSBA Sponsored • Guaranteed Issue
- Use your own Dentist • ZIP Code Rated
- Internet Enrollment

### Office Supplies Discounts

- From National Vendors Online

### Scholarships

- The NSBA awards \$500 scholarships annually to qualified children of members on a competitive basis.

...and more



Access to all of this for as little as \$12.00/year

NSBA ♦ P.O. Box 5024 ♦ Carefree AZ 85377 ♦ 888-800-3416

fax ♦ 480-488-0905 ♦ e-mail ♦ [nsbainfo@cox.net](mailto:nsbainfo@cox.net)

# ScriptSave is available with no enrollment or membership fees, deductibles or claim forms to complete. Your enhanced ScriptSave card offers savings on:

- **Prescription Drugs** - instant savings that average over 22% with potential savings up to 50% on brand name and generic medications (based on national program savings data)
- **Vision Care** - 28% savings on prescription lenses and frames (complete pair), 15% savings on conventional (non-disposable) contact lenses, 20% savings on non-prescription lenses and frames (complete set), and a \$55 eye exam with dilation. There are no limits on usage and you can save at over 13,000 locations including both private practice providers and optical retailers such as LensCrafters, Target Optical, Sears Optical and most Pearle Vision locations
- **Hearing Care** - 15% savings on over 70 hearing aid models at 1,350 preferred providers. FREE, 10-step hearing evaluation to diagnose the extent of hearing loss, and lifetime cleanings, inspections, adjustments and service for any Beltone hearing instruments purchased
- **Diabetes Care & Supplies** - 15% savings on Envoy Health's full line of name brand and generic diabetes testing supplies delivered directly to your home. Customers receive free access to a Certified Diabetes Educator and a complimentary copy of the Envoy Health Wellness Letter – a quarterly publication with tips and advice on living with diabetes
- **Daily Living Products** - ActiveForever.com offers a wide selection of assistive daily living aids at guaranteed low prices! Shop for: bath safety items, mobility aids, home health care, low vision aids, exercise therapy and more. Cardholders receive a 10% discount

## The Best Price Advantage

The Best Price Advantage means if a drug is ever "on sale," or if the pharmacy price is less than the discounted price, you will pay the lower of the two prices on your retail prescription purchases.

This program is not an insurance policy and does not provide insurance coverage. Discounts are available exclusively through participating pharmacies.

This program is administered by Medical Security Card Company (MSC) of Tucson, Arizona. By using your card, you acknowledge and agree that MSC may have access to and use your prescription drug data to administer the program. Your Plan Sponsor and MSC reserve the right to modify or discontinue this program at any time and are not responsible for the independent professional services of any participating pharmacy. You can view our complete Privacy Policy on our website at [www.scriptsave.com/privacy.aspx](http://www.scriptsave.com/privacy.aspx).

## HERE IS YOUR CARD

Detach and start saving today

↓ Detach your card at perforations ↓

**CUSTOMER CARE: 1-800-700-3957**

**SCRIPTSAVE**

Customer Care: 1-800-700-3957

Pharmacist Assistance: 1-800-404-1031

Process Online as MSC or ScriptSave

ENVOY BIN #005522 • NDC BIN #006053

**DAILY LIVING PRODUCTS**



ActiveForever.com

Product Solutions for  
MEDICAL REHAB ACCESSIBILITY CONVENIENCE

[www.ActiveForever.com](http://www.ActiveForever.com)

BUYERS PASS: V07

**VISION CARE** Plan # 9237124

EyeMed   
VISION CARE

**HEARING CARE** MC #50340

  
Helping the world hear better

**DIABETES CARE & SUPPLIES**

1-866-895-1647

Plan Code: EHS



www.nsba.net

P.O. Box 5024  
Carefree, AZ 85377

JOSEPH H RIDSDALE  
2062 Rivers Edge Dr NE  
Rio Rancho, NM 87144-5711

# SCRIPTSAVE®

## PRESCRIPTION DRUG SAVINGS CARD

### PRESCRIPTION SAVINGS

for your entire household on brand name and generic medications. Your card is provided at no cost as an added feature of your membership in the National Small Business Association.

### VALUABLE SAVINGS

on vision products and accessories, hearing care, daily living products, diabetes care and supplies.

## Use Your Card For Prescription Savings At 53,000 Participating Pharmacies Nationwide, Including:

Albertsons  
Aurora  
Bartell Drugs  
Brooks Pharmacy  
Brookshire  
Brookshire Bros.  
CVS Pharmacy

Duane Reade  
Eckerd  
Fred Meyer  
Fred's Pharmacy  
Fry's  
Giant Food Stores  
H.E.B.

Hy-Vee  
Kerr Drugs  
Kmart  
Kroger  
Longs Drug Stores  
Meijer  
Navarro

Osco Drug  
Publix  
Raley's  
Rite Aid  
Sam's Club  
Savon Drugs  
Schnucks

ShopKo  
Super D Drugs  
Target  
USA Drug  
Walgreens  
Wal-Mart  
Winn Dixie  
051107.S2

Thousands more chain and independent pharmacies nationwide accept your card. This is a partial listing of participating pharmacies and is subject to change.

Visit [www.scriptsave.com](http://www.scriptsave.com) to find a location near you.  
Language Translation Assistance Available / Se habla español

## Use Your Card to Start Saving Today!

### THIS IS YOUR CARD

↓ Detach your card at perforations ↓



SCRIPTSAVE  
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National Small Business Association

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- 28% Savings on prescription lenses and frames
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### Access to Additional NSBA Benefits

#### Fully Insured Dental Plan

- NSBA Sponsored • Guaranteed Issue
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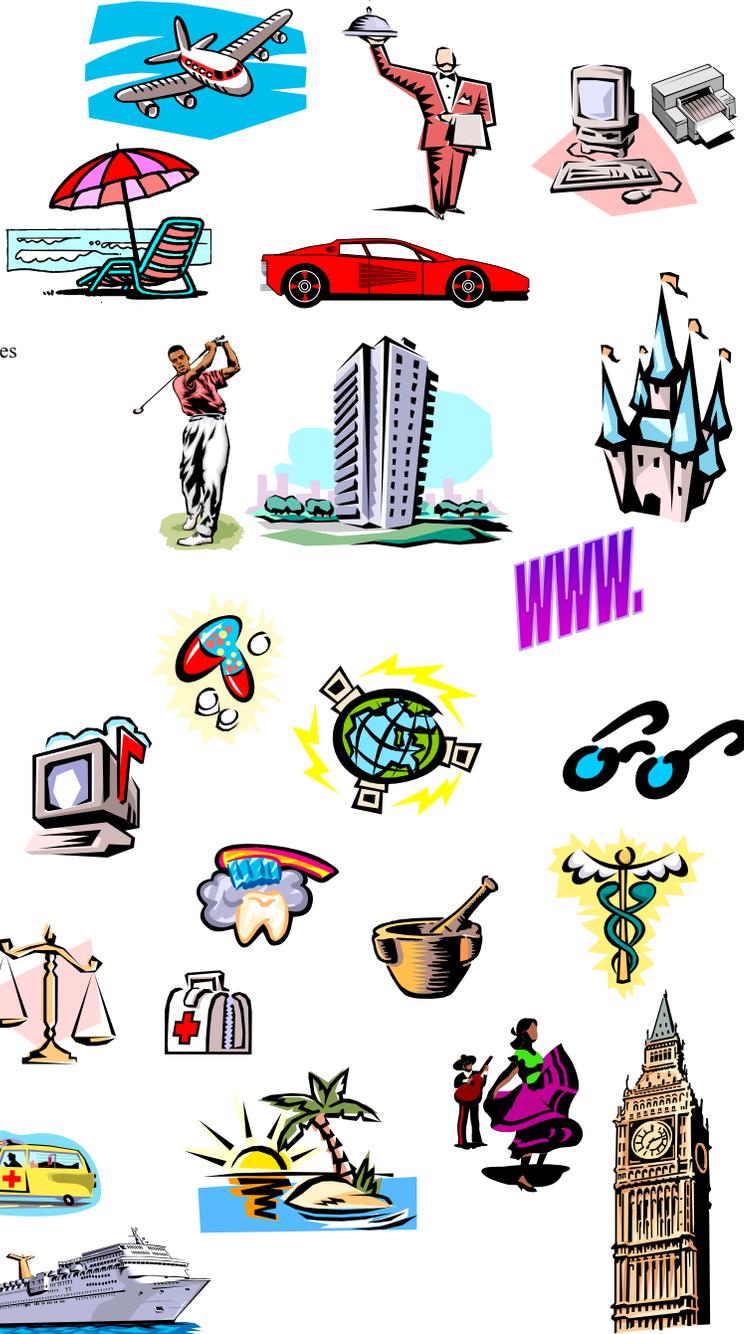
#### Scholarships

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*SERFF Tracking Number:*      *NWLC-125991652*                      *State:*                      *Arkansas*  
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## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| <b>Original Date:</b> | <b>Schedule</b>     | <b>Document Name</b> | <b>Replaced Date</b> | <b>Attach Document</b>  |
|-----------------------|---------------------|----------------------|----------------------|---|
| No original date      | Supporting Document | By Laws              | 01/20/2009           | By-Laws-Med Sense Guaranteed Assn.pdf Consumers Direct Association of America.pdf NSBA Bylaws.pdf |

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

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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.

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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.

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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.

*SERFF Tracking Number:*      *NWLC-125991652*                      *State:*                      *Arkansas*  
*Filing Company:*              *National Casualty Company*                      *State Tracking Number:*      *41384*  
*Company Tracking Number:*      *NSHDTL-NC-2000*  
*TOI:*                      *H10G Group Health - Dental*                      *Sub-TOI:*                      *H10G.000 Health - Dental*  
*Product Name:*              *Dental - Employer, Association, Student*  
*Project Name/Number:*      *NSHDTL-NC-2000/NSHDTL-NC-2000*

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