

SERFF Tracking Number: ICCI-126062011 State: Arkansas
 Filing Company: Humana Insurance Company State Tracking Number: 42360
 Company Tracking Number: HUMV-ASSOC-POL.001 (2/09)
 TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision
 Product Name: Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09)
 Project Name/Number: Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09)/Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09)

Filing at a Glance

Company: Humana Insurance Company
 Product Name: Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09) SERFF Tr Num: ICCI-126062011 State: ArkansasLH
 TOI: H20G Group Health - Vision SERFF Status: Closed State Tr Num: 42360
 Sub-TOI: H20G.000 Health - Vision Co Tr Num: HUMV-ASSOC-POL.001 (2/09) State Status: Waiting Industry Response
 Filing Type: Form Co Status: Reviewer(s): Rosalind Minor
 Author: Brenda Dawson Disposition Date: 05/27/2009
 Date Submitted: 05/12/2009 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09) Status of Filing in Domicile:
 Project Number: Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09) Date Approved in Domicile:
 Requested Filing Mode: Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Group
 Submission Type: New Submission Group Market Size: Small and Large
 Overall Rate Impact: Group Market Type: Association
 Filing Status Changed: 05/27/2009 Explanation for Other Group Market Type:
 State Status Changed: 05/19/2009
 Deemer Date: Corresponding Filing Tracking Number:
 Filing Description:
 See attached cover letter and forms.

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Company and Contact

Filing Contact Information

(This filing was made by a third party - insurancecomplianceconsultantsinc)

Brenda Dawson, Authorized Representative Brendadawson@inscompliance.com
 3925 East State Street, Suite 200 (815) 316-6714 [Phone]
 Rockford, IL 61108 (815) 986-2355[FAX]

Filing Company Information

| | | |
|-----------------------------|--------------------------------------|------------------------------|
| Humana Insurance Company | CoCode: 73288 | State of Domicile: Wisconsin |
| P.O Box 740036 | Group Code: 119 | Company Type: L&H |
| 500 West Main Street | | |
| Louisville, KY 40201-7436 | Group Name: Humana Insurance Company | State ID Number: |
| (502) 580-2712 ext. [Phone] | FEIN Number: 39-1263473 | |
| | ----- | |

Filing Fees

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

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--------------------------|---------|----------------|---------------|
| Humana Insurance Company | \$50.00 | 05/12/2009 | 27815384 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 05/27/2009 | 05/27/2009 |

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 | 05/19/2009 | 05/19/2009 | Brenda Dawson | 05/19/2009 | 05/19/2009 |

SERFF Tracking Number: *ICCI-126062011* *State:* *Arkansas*
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Disposition

Disposition Date: 05/27/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| Item Type | Item Name | Item Status | Public Access |
|----------------------------|---|--------------------|----------------------|
| Supporting Document | Flesch Certification | Approved-Closed | Yes |
| Supporting Document | Application | Approved-Closed | Yes |
| Supporting Document | Fee schedule form | Approved-Closed | Yes |
| Supporting Document | Humana Insurance Company | Approved-Closed | Yes |
| Supporting Document | Cover letter | Approved-Closed | Yes |
| Supporting Document | People's Benefit Alliance Association checklist | Approved-Closed | Yes |
| Supporting Document | People's Benefit Alliance Association Constitution and Bylaws | Approved-Closed | Yes |
| Form | Group Vision Policy | Approved-Closed | Yes |
| Form | Group Vision Certificate | Approved-Closed | Yes |
| Form | Group Vision Schedule of Benefits | Approved-Closed | Yes |
| Form | Group Application | Approved-Closed | Yes |
| Form | Enrollment Application | Approved-Closed | Yes |
| Form (revised) | Amendatory Endorsement | Approved-Closed | Yes |
| Form | Amendatory Endorsement | Replaced | Yes |

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/19/2009
Submitted Date 05/19/2009

Respond By Date

Dear Brenda Dawson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Vision Certificate (Form)

Comment: With respect to handicapped, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/19/2009
Submitted Date 05/19/2009

Dear Rosalind Minor,

Comments:

Thank you for your letter.

Response 1

Comments: The definition of Dependent was revised to remove the 31 day notice of limiting age.

Related Objection 1

Applies To:

- Group Vision Certificate (Form)

Comment:

With respect to handicapped, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

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Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

| Form Name | Form Number | Edition Date | Form Type | Action | Action Specific Data | Readability Score | Attach Document |
|-------------------------|---------------|--------------|--|---------|----------------------|-------------------|-------------------------|
| Amendatory Endorsement | HUMV-AEAR-209 | | Certificate Amendment, Insert Page, Endorsement or Rider | Initial | | 50 | AR AEAR 209 5-19-09.pdf |
| Previous Version | | | | | | | |
| Amendatory Endorsement | HUMV-AEAR-209 | | Certificate Amendment, Insert Page, Endorsement or Rider | Initial | | 50 | AR AEAR 209.pdf |

No Rate/Rule Schedule items changed.

Your continued review for approval is greatly appreciated. Thank you.

Sincerely,
Brenda Dawson

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Form Schedule

Lead Form Number: HUMV-ASSOC-POL.001 (2/09)

| Review Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|-----------------|---------------------------------|--|-----------------------------------|---------|----------------------|-------------|---|
| Approved-Closed | HUMV-ASSOC-POL.001 (2/09) | Policy/Cont ract/Fraternal Certificate | Group Vision Policy | Initial | | 50 | Grp Policy-generic-ASSOC - 2-6-09.pdf |
| Approved-Closed | HUMV-ASSOC-CERT.001 (2/09) | Certificate | Group Vision Certificate | Initial | | 50 | GroupCert-generic-ASSOC - 2-18-09.pdf |
| Approved-Closed | HUMV-ASSOC-SCHEDUL E.001 (2/09) | Schedule Pages | Group Vision Schedule of Benefits | Initial | | 50 | HUMV-ASSOC-SCHEDULE.001 _2-09_3-11-09.pdf |
| Approved-Closed | HUMV-ASSOC-GRAPP.001 (2/09) | Application/Enrollment Form | Group Application | Initial | | 50 | HUMV-ASSOC-GRAPP.001 (2 09) Group App_ - 2-6-09.pdf |
| Approved-Closed | AR-720023/2009 | Application/Enrollment Form | Enrollment Application | Initial | | 50 | AR-72002-0309.pdf |
| Approved-Closed | HUMV-AEAR-209 | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | Amendatory Endorsement | Initial | | 50 | AR AEAR 209 5-19-09.pdf |

HUMANA INSURANCE COMPANY

[100 Mansell Court East

Roswell, GA 30076

(800) 865-3676]

Group Vision Insurance Policy

POLICYHOLDER: [ABC Association]
POLICY NUMBER: [5678]
POLICY EFFECTIVE DATE: [February 1, 2009]
CONTRACT PERIOD: [February 1, 2009 to February 1, 2010]
STATE OF DELIVERY: [Missouri]

Read Your Policy Carefully

This Policy is a legal contract between the Policyholder and Humana Insurance Company (hereinafter referred to as "Humana"). The consideration for this contract is the group application and the payment of premiums as provided hereinafter.

Agreement

This Policy is the entire contract with the Policyholder and Humana. This Policy shall be effective for an initial term of [twelve months] from the Policy Effective Date and continuing thereafter for periods of [twelve months] each until terminated by either party upon [30 days] written notice prior to the anniversary date or as otherwise specified in the Policy. Only authorized officers may make changes for Humana. Such changes must be in writing and attached to this Policy. Humana reserves the right to amend the Policy from time to time. Humana will pay, with respect to each Insured, the insurance benefit provided in this Policy. Payment is subject to the conditions, limitations and exceptions of this Policy. Eligibility requirements to be insured under this Policy are stated in the section entitled Becoming Insured. This Policy is governed by the laws of the state shown above.

Certificates

Humana will furnish a Certificate for each Primary Insured which will contain the benefits provided by this Policy.

Incorporation Provision

The provisions of the attached Certificate and all rider(s) issued to amend this Policy after the effective dates are made a part of this Policy. This Policy was signed by the Policyholder on the Group Application form. We sign here on behalf of Humana.



Michael B. McCallister
President

HUMANA INSURANCE COMPANY

[100 Mansell Court East

Roswell, GA 30076

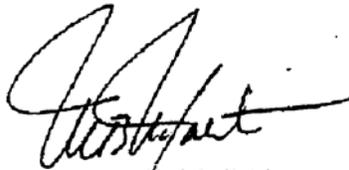
(800) 865-3676]

CERTIFICATE OF GROUP VISION INSURANCE

This Certificate outlines the features of the Group Vision Insurance Policy issued to the Policyholder by Humana Insurance Company (hereinafter referred to as "Humana"). Read it carefully to become familiar with Your coverage. In this Certificate, the masculine pronouns include both masculine and feminine gender unless the context indicates otherwise. Your coverage may be terminated or amended in whole or in part under the terms and provisions of the Policy.

If you should have any questions, or to obtain coverage information or assistance in resolving complaints, please call [(800) 865-3676].

Signed for Humana Insurance Company



Michael B. McCallister
President

SECTION I- DEFINITIONS

Copayment- means the amount an Insured is required to pay when a covered service is rendered or covered Materials are purchased. The Insured must make Copayments at the time of service directly to a Network Provider.

Dependent- means any of the following persons:

1. Your lawful spouse;
2. Your unmarried child who is no more than 25 years of age and not provided coverage as a named subscriber, insured, enrollee, or covered person under any group or individual health benefit plan, or entitled to benefits under Title XVIII of the Social Security Act, P.L. 89-97, 42 U.S.C. Section 1395, et seq.;
3. Your child who upon attainment of the limiting age while insured under the Policy is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the Primary Insured for support and maintenance. Proof of such incapacity and dependency must be furnished to Us by the Primary Insured at least thirty-one days after the child's attainment of the limiting age. We may require at reasonable intervals during the two years following the child's attainment of the limiting age subsequent proof of the child's incapacity and dependency. After such two-year period, We may require subsequent proof not more than once each year.
4. A child includes adopted children, a child placed for adoption, as well as stepchildren or foster children living with the Primary Insured in a parent-child relationship.

We will not deny enrollment of a child on the grounds that:

1. The child was born out of wedlock; or
2. The child is not claimed as a dependent on the parent's federal income tax return; or
3. The child does not reside with the parent or in Our service area.

Insured- means You and Your Dependent(s) covered under the Policy.

Materials- means lenses, frame and contact lenses covered under the Policy.

Network Provider- means a provider under agreement with Us to provide certain vision services and Materials to Insureds at contracted rates and terms.

Non-Network Provider- means any provider who is NOT under agreement with Us to provide certain vision services and Materials to Insureds at contracted rates and terms.

Policy- means the Policy issued to the Policyholder.

Policyholder – means the entity to whom the Policy has been issued.

Primary Insured – means the person to whom this Certificate is issued.

Schedule of Benefits - means the listing of benefits showing what is paid.

Visual Necessity – means services and Materials medically or visually necessary to restore or maintain an Insured's visual acuity and health and for which there is a no less expensive professionally acceptable alternative, as determined by Us.

"You" and **"Your"** means the Primary Insured who is a member of the Policyholder.

"We", **"Our"**, **"Us"**, and **"Plan"** means Humana Insurance Company.

SECTION II-BECOMING INSURED

Your Coverage Begins- [You and Your Dependents are covered at 12:01 a.m. on the later of:

1. The first of the month following the date You are first eligible for coverage;

2. The date We accept Your enrollment, if You are not enrolled within 30 days of becoming eligible;
3. The date You first acquire a new Dependent;
4. The date We accept a Dependent's enrollment, if he is not enrolled within 30 days of becoming eligible].

Newborn Child- A child born to You or Your Dependent spouse is covered from the moment of birth for 31 days. If you choose to insure Your newborn, You must enroll the child within 31 days from the date of birth and pay the additional premium, if any, or coverage for that child will terminate at the end of the 31-day period.

Adopted Child- A child placed with You for adoption will be covered from the earlier of: 1) the date of birth if a petition for adoption is filed within 31 days of the birth of such child; 2) the date you gain custody of the child under a temporary court order that grants You conservatorship of the child; or 3) the date the child is placed with You for adoption; and additional premium, if any, is paid.

Your Coverage Ends- [Coverage for You and/or Your Dependent will end at 12:01 a.m. on the earlier of:

1. [The last day of the month][The date] that You and/or Your Dependent cease to be eligible for coverage;
2. [The last day of the month] [The date] in which Your Dependent is no longer a Dependent as defined;
3. Subject to the Grace Period provision, the last day of the month for which a premium has been paid; or
4. The date the Policy ends.]

If Your coverage ends it will not prejudice any existing claim.

SECTION III-PROCEDURES FOR USING BENEFITS

Provider Choice - The Insured may elect to receive services and Materials from either a Network Provider or a Non-Network Provider of his or her choice. [Additionally, the Insured may choose between either the Benefit Form Method or the ID Card Method each time prior to services being received.]

[Benefit Form Method]

[Prior to obtaining vision care, an Insured [may][must] request a Benefit Form. Benefit Forms may be obtained by: (i) calling [the Member Services department] at [1-800-865-3676]; (ii) contacting Our Web site at [<http://www.visioncare.com>]; or (iii) by completing the form entitled ["Request for Vision Care"] supplied by Us and faxing it toll free to [1-800-421-0100] or mailing it to Us at [P.O. Box 30349, Tampa, FL 33630-3349]. Upon determination that the Insured is eligible, a Benefit Form will be sent to the Insured together with a list of Network Providers for the Insured's area. **CAUTION: Do not make an appointment for services until the Benefit Form is received.**

The Insured then selects a provider from the list of Network Providers delivered with the Benefit Form and makes an appointment for services directly with the provider's office. It is important to give the Network Provider the Benefit Form at the time of the first visit. If the Insured does not obtain the Benefit Form in advance, but visits the Network Provider as a private patient, the provider is not obligated to accept Your Copayment and Our payment as full payment for services and may elect to charge the Insured his usual and customary fees. **CAUTION: Services must begin prior to the expiration date noted on the Benefit Form.**

Upon completion of the initial examination, the Network Provider will require that the Insured sign the Benefit Form. At this time, the Insured is required to pay the Network Provider the Copayment shown on the Schedule of Benefits, if any, and the costs and fees associated with services or materials NOT covered by the Policy. The Network Provider will process the Benefit Form and submit it to Us.

In the event the Insured receives a prescription for corrective eyewear from the examining Network Provider, he may obtain Materials from that provider or another Network Provider.]

[ID Card Method]

[Just before scheduling an appointment for vision care, the Insured must choose a Network Provider from the list of the network providers in the Insured's area. The Insured must call to schedule an appointment and give the Network Provider his/her name, the Insured's name, ID number and the name of the Group. After scheduling the HUMV-ASSOC-CERT.001 (2/09)

appointment, the Network Provider's office verifies the Insured's eligibility and benefits before performing the exam. Upon completion of the exam, the Network Provider has the Insured sign a claim Form. The Network Provider submits the form directly to the Plan for payment according to the Network Provider's agreement with the Plan. The Insured is responsible for any applicable Copayment and any extra costs for services and materials not covered by the Plan.]

Using a Non-Network Provider - When an Insured elects to obtain services or purchase Materials from a Non-Network Provider, Our payment of benefits is based upon the allowance shown in the Schedule of Benefits. The Insured must pay the Non-Network Provider in full for any service and/or Materials at the time the service is rendered or the Materials are provided and then submit to Us an itemized statement of charges. The Insured is responsible for payment of the costs and fees associated with covered services or Materials in excess of the allowance as shown in the Schedule of Benefits and any services or Materials NOT covered by the Policy.

SECTION IV-LIMITATIONS AND EXCLUSIONS

Limitations - In no event will coverage exceed the lesser of:

1. The actual cost of covered services or Materials;
2. The limits of the Policy, shown in the Schedule of Benefits;
3. The negotiated fee when services are rendered by Network Providers; or
4. The allowance as shown in the Schedule of Benefits when services are rendered by Non-Network Providers.

Materials covered by the Policy that are lost or broken will only be replaced at normal intervals as provided for in the Schedule of Benefits.

[An Insured is responsible for an additional Copayment, as shown in the Schedule of Benefits for extras selected including but not limited to:

1. UV Coating;
2. Tint (solid & gradient);
3. Standard scratch resistance;
4. Standard polycarbonate lenses;
5. Standard anti-reflective coating;
6. Standard progressive (add-on to bifocal).]

[We will pay only for the basic cost for lenses and frames covered by the Policy. The Insured is responsible for extras selected, including but not limited to:

1. Blended lenses;
2. Progressive multifocal lenses;
3. Photochromatic lenses; tinted lenses, sunglasses, prescription and plano;
4. Coating of lens or lenses;
5. Laminating of lens or lenses;
6. Groove, Drill or Notch, and Roll and Polish;
unless otherwise specifically listed as a covered benefit in the Schedule of Benefits.]

Exclusions- We will not cover:

1. Orthopic or vision training and any associated supplemental testing.
2. Two pair of glasses, in lieu of bifocals, trifocals or progressives.
3. Medical or surgical treatment of the eye, eyes or supporting structures.
4. Any services and/or Materials required by an employer as a condition of employment or safety eyewear, unless covered under the Policy.
5. Any injury or illness covered under any Workers' Compensation or similar law.
6. Sub-normal vision aids, aniseikonic lenses or non-prescription lenses.

7. Charges incurred before the Insured's effective date or after the Insured's coverage under the Policy ends.
8. Contact lenses, except as specifically covered by the Policy.
9. Hi Index, aspheric and non-aspheric styles.
10. Oversized 61 and above lens or lenses.
11. Cosmetic items, unless otherwise specifically listed as a covered benefit in the Schedule of Benefits.
12. Services or Materials:
 - a) that are free or that you would not be required to pay for if you did not have this insurance, unless charges are received from and reimbursable to the U.S. government or any of its agencies as required by law;
 - b) furnished by, or payable under, any plan or law through any government or any political subdivision (this does not include Medicare or Medicaid);
 - c) furnished by any U.S. government-owned or operated hospital/institution/agency for any service or Material connected with sickness or bodily injury.
13. Any loss caused or contributed by war or any act of war, whether declared or not, any act of international armed conflict, or any conflict involving armed forces of any international authority.
14. Any services or Materials not listed as a covered benefit in the Schedule of Benefits.
15. Broken appointment fees.
16. Any expense arising from completion of forms.
17. Prescription drugs or medications, whether dispensed or prescribed.
18. Any hospital, surgical or treatment facility, or for services of an anesthesiologist or anesthesiologist.
19. Any service that We determine is not a Visual Necessity, does not offer a favorable prognosis, does not have uniform professional endorsement, or is deemed to be experimental or non-conventional treatment or device.
20. Services provided by someone who ordinarily lives in the Insured's home or is related to the Insured by blood, marriage or adoption.
21. Treatment resulting from any intentionally self-inflicted injury or bodily illness.
22. [Certain name brands when the manufacturer does not discount.]
23. Pathological treatment.
24. Non-prescription Materials.
25. Costs associated with securing materials.
26. Pre- and post-operative services.
27. Orthokeratology.
28. Routine maintenance of Materials.
29. Refitting or change in lens design after initial fitting, unless specifically allowed elsewhere in the Policy.
30. Artistically painted lenses.

SECTION V-COORDINATION WITH OTHER BENEFITS

1. APPLICABILITY.

This Coordination With Other Benefits provision applies to This Plan when You or Your covered dependents have vision care coverage under more than one Plan. For the purposes of this section only, "Plan" and "This Plan" are defined below. If this provision applies, the Order of Benefit Determination Rules should be looked at first. Those rules determine whether the benefits of This Plan are determined before or after those of another Plan. The benefits of This Plan: (a) will not be reduced when, under the Order of Benefit Determination Rules, This Plan determines its benefits before another Plan; but (b) may be reduced when, under the Order of Benefit Determination Rules, another Plan determines its benefits first. The above reduction is described in Section 4, Effect on the Benefits of This Plan.

2. DEFINITIONS.

A "Plan" is any group insurance or group type insurance, whether insured or uninsured, which provides benefits for, or because of, vision care or treatment. This also includes 1) group or group-type coverage through HMOs and other prepayment, group practice and individual practice plans; and 2) group coverage under labor-management HUMV-ASSOC-CERT.001 (2/09)

trusteed plans, union welfare plans, employer organization plans, employee benefit organization plans or self insured employee benefit plans. It does not include school accident type coverages, coverage under any governmental plan required or provided by law, or any state plan under Medicaid. Each contract or other arrangement for coverage is a separate Plan. Also, if an arrangement has two parts and coordination applies only to one of the two, each of the parts is a separate Plan.

"This Plan" means this Policy.

"Primary Plan"/"Secondary Plan". The Order of Benefit Determination Rules state whether This Plan is a Primary Plan or Secondary Plan as to another Plan covering the person. When This Plan is a Primary Plan, its benefits are determined before those of the other Plan and without considering the other Plan's benefits. When This Plan is a Secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan's benefits. When there are more than two Plans covering the person, This Plan may be a Primary Plan as to one or more other Plans, and may be a Secondary Plan as to a different Plan or Plans.

"Allowable Expenses" means the allowed amount as shown in the Schedule of Benefits.

"Claim Determination Period" means a benefit year. However it does not include any part of a year during which a person has no coverage under This Plan, or any part of a year before the date this provision or a similar provision takes effect.

3. ORDER OF BENEFIT DETERMINATION RULES.

This Plan determines its order of benefits using the first of the following rules which applies:

- (a) The benefits of the Plan which covers the person as an employee, member or subscriber (that is, other than as a dependent) are determined before those of the Plan which covers the person as a dependent; except that if the person is also a Medicare beneficiary, Medicare is secondary to the Plan covering the person as a dependent and primary to the Plan covering the person as other than a dependent, then the benefits of the Plan covering the person as a dependent are determined before those of the Plan covering that person as other than a dependent. Except in the case of legal separation or divorce (further described below), when This Plan and another Plan cover the same child as a dependent of different persons, called "parents":
 - (1) the benefits of the Plan of the parent whose birthday falls earlier in a year are determined before those of the Plan of the parent whose birthday falls later in that year; but
 - (2) if both parents have the same birthday, the benefits of the Plan which covered the parent longer are determined before those of the Plan which covered the other parent for a shorter period of time. However, if the other Plan does not have the rule described immediately above, and if, as a result, the Plans do not agree on the Order of Benefits, the rule in the other Plan will determine the order of benefits.
- (b) If two or more Plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order: (1) first, the Plan of the parent with custody of the child; (2) then, the Plan of the spouse of the parent with custody of the child; and (3) finally, the Plan of the parent not having custody of the child. However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, the benefits of that Plan are determined first. This paragraph does not apply with respect to any Claim Determination Period or Plan Year during which any benefits are actually paid or provided before the entity has that actual knowledge.
- (c) The benefits of a Plan which covers a person as an employee who is neither laid off, retired or continuing coverage under a right of continuation (or as a dependent of the person) are determined before those of a Plan which covers that person as a laid off, retired or continuing coverage (or as a dependent of that person). If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the Order of Benefits, this rule is ignored.
- (d) If none of the above rules determines the Order of Benefits, the benefits of the Plan which covered an employee, member, or subscriber longer are determined before those of the Plan which covered that person for the shorter time.

4. EFFECT ON THE BENEFITS OF THIS PLAN.

This section applies when, in accordance with Section 3. Order of Benefit Determination Rules, This Plan is a Secondary Plan to one or more other Plans. In the event the benefits of This Plan may be reduced under this section. Such other Plan or Plans are referred to as "the Other Plans".

The benefits of This Plan will be reduced when the sum of: (a) the benefits that would be payable for the Allowable Expenses under This Plan in the absence of this provision; and (b) the benefits that would be payable for the Allowable Expenses under the other plans, in the absence of provisions with a purpose like that of this provision, whether or not claim is made; exceeds those Allowable in a Claim Determination Period. In that case, the benefits of This Plan will be reduced so that they and the benefits payable under the Other Plans do not total more than those Allowable Expenses. When the benefits of This Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Plan.

5. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION.

Certain facts are needed to apply these rules. Humana has the right to decide which facts are needed. Humana may get needed facts from, or give them to, any other organization or person. Humana need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Plan must give Humana any facts deemed necessary to pay the claim.

6. FACILITY OF PAYMENT.

A payment made under another Plan may include an amount which should have been paid under This Plan. If it does, Humana may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under This Plan. Humana will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case, "payment made" means reasonable cash value of the benefits provided in the form of services.

7. ERRORS RELATED TO YOUR COVERAGE.

The Plan has the right to correct benefit payments made in error. Providers and/or You have the responsibility to return any overpayments to the Plan. The Plan has the responsibility to make additional payment if any underpayments have been made.

SECTION VI-PREMIUMS

Premium Payments - All premiums are payable in advance for coverage under the Policy on the first day of each calendar month in accordance with the premium rate schedules of Humana in effect for each premium due date.

Grace Periods - A grace period of [31] days is allowed for payment of each premium due after the first premium, during such grace period Your coverage under the Policy shall continue in force, unless You have given written notice of discontinuance in advance of the date of discontinuance and in accordance with the terms of the Policy. If any premium is not paid prior to the end of the grace period, the coverage to which the premium applies will lapse at the end of the grace period. We will charge a pro-rata premium for the time Your coverage under the Policy remained in force during such grace period.

Change in Premiums - Premiums are payable to Humana or Our authorized agent. We reserve the right to change premiums under the Policy on any premium due date by giving You not less than [60] days prior written notice.

SECTION VII-CLAIMS

Notice of Claim - Written notice of claim must be given to Us within 60-days after the occurrence or commencement of loss covered by the Policy, or as soon thereafter as reasonably possible. Notice given by or on behalf of You or Your beneficiary to Us at [P.O. Box 30349, Tampa, FL 33630-3349], or to Our authorized agent, with information sufficient to identify the Insured, shall be deemed notice to Us.

Claim Forms - You can get the forms You need for claiming benefits by calling Us at [(800) 865-3676] or writing Us at [P.O. Box 30349, Tampa, FL 33630-3349]. If the forms are not sent to You before the expiration of 15 days after the giving of notice, You shall be deemed to have complied with the requirements of the Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proof of loss, written proof covering the occurrence, character, and extent of the loss for which claim is made.

Time of Payment of Claims - Benefits payable under the Policy will be paid not more than 30 days after receipt of due written proof of such loss.

Proof of Loss – Written proof of loss must be furnished to Us at [P.O. Box 30349, Tampa, FL 33630-3349] within 90-days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Legal Action - No action at law or in equity shall be brought to recover on the Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of the Policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

SECTION IX-GENERAL PROVISIONS

Representations and Warranties - All statements made by any Insured or the Policyholder are deemed representations and not warranties. No statement made by any Insured may be used in any contest unless a copy of the instrument containing the statement is or has been furnished to You, or in the event of Your death or incapacity, Your beneficiary or personal representative.

Worker's Compensation Act - The coverage under the Policy is not in lieu of and does not affect any requirement for coverage by any Worker's Compensation Act, or other similar legislation.

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

Time Limit on Certain Defenses - After an Insured's coverage under the Policy has been in force for a period of two (2) consecutive years during the lifetime of the Insured, it shall become incontestable as to the statements contained in Your application for such Insured's coverage.

Notice of Independent Contractor Relationship –Network Providers are independent contractors, and We cannot be held responsible for any damages incurred as a result of tort, negligence, breach of contract, or malpractice by a Network Provider for any damages which result from any defective or dangerous condition in or about any facility in which services are rendered or from any Materials provided by a Network Provider.

Nothing contained in the Policy or any agreement or reimbursement document shall, nor is it intended to, interfere with communication between the Insured and the Insured's vision providers regarding the Insured's condition or treatment options. When ordering services or Materials, vision providers and other providers are acting on the Insured's behalf. All decisions related to an Insured's care are the responsibility of the Insured and the treating provider, regardless of any coverage determination(s) We have made or will make. We are not responsible for any misstatement made by any provider with regard to the scope of covered expenses and/or non-covered expenses under the Policy and Your Certificate.

Modification of Policy – The Policy may be modified at any time by agreement between Us and the Policyholder without the consent of any Insured. Modifications will not be valid unless approved by Our president, vice president, secretary or other authorized officer. The approval must be endorsed on, or attached to the Policy. No agent has the authority to modify the Policy, waive any of the Policy provisions, extend the time for premium payment, make or alter any contract, or waive any of the Company's other rights or responsibilities. The Policy may

be modified by Us at anytime without prior consent of, or notice to, the Policyholder when the changes are: 1) allowed by state or federal law or regulation; 2) directed by the state agency that regulates insurance; 3) benefit increases that do not impact premium; or 4) corrections of clerical errors or clarifications that do not reduce benefits. Modifications due to other reasons may be made by Us upon renewal of the Policy in accordance with applicable state and federal law. The Policyholder and You will be notified in writing or electronically at least (31) days prior to the effective date of such changes.

SCHEDULE OF BENEFITS

Vision Examinations - We will pay a benefit for a comprehensive eye examination once [in any [12 - 24] month period].

Lenses – We will pay a benefit for one pair of prescription [[single] [bifocal] [trifocal] [plastic]] lenses once [in any [12 - 24] month period]. [Benefit is only available after Insured has been covered under the Plan for [1 - 12 consecutive] months.] [Standard polycarbonate lenses are available at no cost after the materials copayment for covered Dependents under the age of 19.] Where the vision examination shows new lenses or frames or both are a Visual Necessity, benefits for spectacle lenses and frames include (1) prescribing and ordering proper lenses; (2) assisting with selection of frames; (3) verifying accuracy of finished lenses; and (4) proper fitting and adjustments.

Frames - We will pay a benefit for one new frame once [in any [12 - 24] month period]. The Network Provider will show the Insured the frames that the Plan covers in full. [Network Providers can also order any currently provided frame that an Insured may find elsewhere.] If an Insured selects a frame that costs more than the amount the Plan covers, the Insured is responsible for the difference in cost. [Benefit is only available after Insured has been covered under the Plan for [1 -12 consecutive] months.] Where the vision examination shows new lenses or frames or both are a Visual Necessity, benefits for spectacle lenses and frames include (1) prescribing and ordering proper lenses; (2) assisting with selection of frames; (3) verifying accuracy of finished lenses; and (4) proper fitting and adjustments.

[Contact lenses when necessary – We will pay a benefit for one pair of contact lenses under the following circumstances and only if prior authorization from the Plan is obtained: 1) following cataract surgery without intraocular lens; 2) correction of extreme visual acuity problems not correctable with glasses; 3) Anisometropia greater than 5.00 diopters and aesthenopia or diplopia, with spectacles; 4) Keratoconus; or 5) monocular aphakia and/or binocular aphakia where the doctor certifies contact lenses are medically necessary for safety and rehabilitation to a productive life. Replacement will not be more often than once [in any [12 - 24] month period] and only if prior authorization is obtained from the Plan. [The Copayment is waived].]

[Contact lenses when elective - We will pay a benefit for the combined cost of an annual vision exam, contact lens evaluation exam, fitting costs and contact lenses up to a maximum of [\$100 - \$300.00]. [Payment will be IN LIEU OF ALL OTHER BENEFITS.] [The Network Provider will provide a discount of [10% - 20%] off the balance over the maximum amount.] Replacement will not be more often than once [in any [12 - 24] month period]. [The Copayment is waived.]

[Standard Contact Lens Fitting and Follow-up - includes spherical clear contact lenses in conventional wear and planned replacement once [in any [12-24] month period.]

[Premium Contact Lens Fitting and Follow-up - includes all lens designs, materials and specialty fittings other than Standard Contact lenses once [in any [12-24] month period. [Benefit limited to a [10% - 20%] discount off the Network Provider's retail price.]

Co-Payment - An Insured's Co-payment is:

- | | | |
|-----|---|-------------|
| 1. | Vision Examination | [\$0 - 20] |
| 2. | [Lenses | [\$0 - 40]] |
| | [Frames | [\$0 - 40]] |
| [3. | [Standard Contact Lens Fitting and Follow-up] | [\$0 - 150] |
| | [Premium Contact Lens Fitting and Follow-up] | [\$0 - 150] |

Allowance – Vision charges received from Non-Network Providers will be paid by Us according to the following schedule.

| | |
|--------------------|--------------|
| Vision Examination | [\$0 - 50] |
| Single Vision Lens | [\$0 - 50] |
| [Bifocal Lens | [\$0 - 75]] |
| [Trifocal Lens | [\$0 - 100]] |

| | |
|--------------------------------|--------------|
| Frame | [\$0 - 75] |
| [Contact Lenses when elective | [\$0 - 300]] |
| [Contact Lenses when necessary | [\$0 - 300]] |

WHEN COVERED SERVICES ARE OBTAINED FROM A NETWORK PROVIDER, THE INSURED IS ONLY RESPONSIBLE FOR THE CO-PAYMENT AMOUNT LISTED ABOVE.

WHEN SERVICES ARE OBTAINED FROM A NON-NETWORK PROVIDER, PAYMENT OF BENEFITS IS BASED UPON THE ALLOWANCE.

GROUP INSURANCE APPLICATION

Application is hereby made to: **Humana Insurance Company**

For Group Insurance Policy No.: **[HUMV-ASSOC-POLICY.001]**

Application is made by: **[ABC Association]**

The above referenced Association requests and accepts the Group Insurance Policy referenced above.

The group Insurance application is attached to and made a part of the referenced Group Insurance Policy as of the Policy effective date.

Dated at: _____ [ABC Association]

Dated on: _____ BY: _____

(Name and Title of Person Signing
on behalf of the Association)

WITNESS: _____

HumanaOne Dental & Vision Application



Requested Effective Date: ___/___/___

This form is for: New Business (First time applicant) Reinstatement (Reapplication)
 Change/modification to Existing Policy or Plan

[Arkansas]

[Reason for change _____] [Change/Modification to Existing Policy or Plan # _____]

[1.] Coverage Options Please complete this section when selecting a dental or vision product.

Dental Coverage

Product Name [Facility #]

Vision Coverage

Product Name

[2.] Primary Applicant Information

[If child-only coverage is requested, the youngest child is the Primary Applicant. Questions must be filled out by custodial parent or legal guardian.]

| | | | | | |
|---------------------------|----------------|------------------|--|---------------------|----------|
| First name | MI | Last name | Gender <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth / / | |
| Home address (not PO Box) | | | City | State | Zip code |
| E-mail | | Home phone # () | | Daytime phone # () | |
| Social Security # | [Dentist Name] | | [Humana Medicare Member ID/HICN] | | |

[3.] Parent or Guardian Information Please complete this section if Primary Applicant is under [0-18] years of age.

| | | | | | |
|---------------------------|----|---------------------|--------|----------------------------|----------|
| First name | MI | Last name | E-mail | | |
| Home address (not PO Box) | | | City | State | Zip code |
| Home phone # () | | Daytime phone # () | | Relationship to child(ren) | |

[4.] Family Information

Please complete only if your spouse and/or dependent children are applying for coverage. Attach an additional family information sheet if necessary. Each additional page must be signed and dated.

| | | | | | |
|--------------------------|----------------------------------|--------------|--|-------------------|--|
| Spouse First name | MI | Last name | Gender <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth / / | |
| Social Security # | [Humana Medicare Member ID/HICN] | | Email | | |
| [Dentist Name] | | [Facility #] | | | |

| | | | | | |
|-----------------------------|----------------------------------|--------------|--|-------------------|--|
| Dependent First name | MI | Last name | Gender <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth / / | |
| Social Security # | [Humana Medicare Member ID/HICN] | | Email | | |
| [Dentist Name] | | [Facility #] | | | |

| | | | | | |
|-----------------------------|----------------------------------|--------------|--|-------------------|--|
| Dependent First name | MI | Last name | Gender <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth / / | |
| Social Security # | [Humana Medicare Member ID/HICN] | | Email | | |
| [Dentist Name] | | [Facility #] | | | |

| | | | | | |
|-----------------------------|----------------------------------|--------------|--|-------------------|--|
| Dependent First name | MI | Last name | Gender <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth / / | |
| Social Security # | [Humana Medicare Member ID/HICN] | | Email | | |
| [Dentist Name] | | [Facility #] | | | |

[5.] Agent / Producer Information This section to be completed by Agent or Producer.

[1. Agent/Agency of Record (for commissions and correspondence)

| |
|--|
| Name (print) |
| Humana Agent # |
| [Commission split: <input type="checkbox"/> No <input type="checkbox"/> Yes] |
| [If yes, percentage (Total should equal 100%)] |

[2. Writing Agent / Producer:

| |
|--|
| Name (print) |
| Humana Agent # |
| [Commission split: <input type="checkbox"/> No <input type="checkbox"/> Yes] |
| [If yes, percentage (Total should equal 100%)] |

As the Writing Agent / Producer, I acknowledge that I am responsible to meet with the primary applicant submitting this application in order to fully and accurately represent the terms and conditions of the product and services of the offering or insuring entity, or one of its subsidiaries. These provisions are available to me and the primary applicant in the benefit summary document or other product literature.

Writing agent's signature _____ [Date ___/___/___]

[6.] Agreement and Signature

True and Complete Acknowledgment: I understand, agree and represent: I have read this document or it has been read to me. The answers are true and complete. I have received and reviewed any state or federal required disclosures. Neither I nor any agent or producer has the authority to waive a complete answer to any question, determine coverage or insurability, alter any contract, or waive any of Humana's other rights and requirements. This product applied for is not an employer-sponsored group insurance policy and it does not comply with state or federal small employer laws. I certify that I do not qualify for or have willingly waived a group insurance policy or receive favorable tax treatment under federal or state law that will be used to pay insurance premiums. If this application for coverage is accepted, coverage will be effective on the date specified by Humana on the policy. Acceptance of premium and fees does not guarantee coverage. I agree to automatic withdrawal from my specified bank account or credit card for premium payment and administrative fees if selected on the Humana *One* Dental & Vision Payment & Billing Authorization form. Any misrepresentation on this application may be used by Humana during the first [0-2] policy years to void the contract or modify the terms of coverage. This may result in loss of coverage, modification of coverage and/or claim denial. As a parent or legal guardian of a dependent [0-18] years or older applying for coverage, I attest by my signature below, that I have gathered the necessary insurance information from my dependent in order to fully and truthfully complete this application. This document, together with any supplements, will form part of and be the basis for any policy issued.

Any person who knowingly presents a false or fraudulent claim for payment of loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Primary Insured or Legal Guardian Signature _____ [Date ____/____/____]

Relationship of Legal Guardian _____

Spouse Signature _____ [Date ____/____/____]

(if covered dependent)

The offering Company(ies) listed below, severally or collectively, as the content may require, are referred to in this application as "Humana".

**[Dental] [products] insured by [HumanaDental Insurance Company]
[Vision] [products] insured by [Humana Insurance Company]**

Humana Insurance Company

AMENDATORY ENDORSEMENT (Arkansas Residents Only)

This Amendatory Endorsement is attached to and made a part of your contract. It changes your coverage as follows:

A. SECTION I – DEFINITIONS, the definition of **Dependent**, item 3, has been deleted and replaced with the following:

3. Your child who upon attainment of the limiting age while insured under the Policy is and continues to be both incapable of self-sustaining employment by reason of mental or physical handicap and chiefly dependent upon the Primary Insured for support and maintenance. Proof of such incapacity and dependency must be furnished to Us by the Primary Insured after the child's attainment of the limiting age. We may require at reasonable intervals during the two years following the child's attainment of the limiting age subsequent proof of the child's incapacity and dependency. After such two-year period, We may require subsequent proof not more than once each year.

B. SECTION II – BECOMING INSURED, Newborn Child and Adopted Child, is deleted and replaced with the following:

Newborn Child - Coverage for a newborn child born to you or a covered dependent will be effective from the moment of birth and will remain in force for 90 days. Coverage for a newborn child will be the same as coverage for all other dependents. Notification must be provided to us within 90 days of the newborn's date of birth and you must pay the required additional premium, if any, in order to have coverage for the newborn child continue beyond such 90 days.

Coverage for a newborn child of a covered dependent child will not extend beyond 18 months after birth.

Adopted Child - Coverage for an adopted child or a minor under your charge, care and control for whom you have filed a petition to adopt, is effective upon the earlier of the date of placement for the purpose of adoption, or the date of the entry of an order granting the adoptive parent custody of the child for purposes of adoption. Coverage for such child will be the same as for all other dependents. Coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement. However, you must notify us in writing within 60 days of such placement for adoption or entry of an order and pay the required additional premium, if any, in order to have coverage for the adopted child continue beyond such 60 day period. A dependent's effective date cannot occur before the primary insured's effective date of coverage.

C. SECTION VII – Claims, Time of Payment of Claims is deleted and replaced with the following:

1. **Time of Payment of Claims** - Clean claims will be paid or denied within 30 days after receipt of claim filed electronically or within 45 days after receipt of claim submitted by other means. We shall notify you within 30 days after receipt of the claim if we determine that additional information is needed to process the claim. If we do not pay the claim or give notice that additional information is needed in order to process the claim, we shall pay a penalty to you for the period beginning on the 61st day after receipt of the clean claim and ending on the clean claim payment date, calculated as follows: the amount of the clean claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365.

Clean Claim means a claim for payment of a covered expense that is submitted on a HCFA 1500, on a UB92, in a format required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or on our standard claim form with all required fields completed in accordance with our published claim filing requirements. A Clean Claim shall not include a claim (1) for payment of expenses incurred during a period of time for which premiums are delinquent, (2) for benefits under a Medicare supplement policy if the claim is not accompanied by an explanation of Medicare benefits or the Explanation of Medicare Benefits ("EOMB") has not been otherwise received by the Health Carrier, or (3) for which the Health Carrier needs additional information in order to resolve one or more of the issues listed in Subsection 13(b) of this rule.

This Amendatory Endorsement is subject to all of the exceptions, definitions and conditions of the contract not inconsistent herewith. In all other respects, your contract remains the same.



Michael B. McCallister
President

SERFF Tracking Number: ICCI-126062011 State: Arkansas
 Filing Company: Humana Insurance Company State Tracking Number: 42360
 Company Tracking Number: HUMV-ASSOC-POL.001 (2/09)
 TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision
 Product Name: Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09)
 Project Name/Number: Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09)/Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09)

Supporting Document Schedules

| | | |
|---|---------------------------------------|------------|
| Satisfied -Name: Flesch Certification | Review Status: Approved-Closed | 05/27/2009 |
| Comments: | | |
| Attachment: Cert of Comp. with Rule 19 assoc vison.pdf | | |
| Satisfied -Name: Application | Review Status: Approved-Closed | 05/27/2009 |
| Comments: See form schedule tab | | |
| Satisfied -Name: Fee schedule form | Review Status: Approved-Closed | 05/27/2009 |
| Comments: | | |
| Attachment: AR_Fee_Schedule assoc visionI.pdf | | |
| Satisfied -Name: Humana Insurance Company | Review Status: Approved-Closed | 05/27/2009 |
| Comments: | | |
| Attachment: Humana Insurance Company Authorization letter.pdf | | |
| Satisfied -Name: Cover letter | Review Status: Approved-Closed | 05/27/2009 |
| Comments: | | |
| Attachment: AR Vision Filing Letter 5-12-09.pdf | | |
| Satisfied -Name: People's Benefit Alliance Association checklist | Review Status: Approved-Closed | 05/27/2009 |

SERFF Tracking Number: ICCI-126062011 State: Arkansas
Filing Company: Humana Insurance Company State Tracking Number: 42360
Company Tracking Number: HUMV-ASSOC-POL.001 (2/09)
TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision
Product Name: Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09)
Project Name/Number: Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09)/Humana Group Vision Plan HUMV-ASSOC-POL.001 (2/09)

Satisfied -Name: People's Benefit Alliance Association Constitution and Bylaws
Review Status: Approved-Closed 05/27/2009

Comments:

Attachment:

Peoples Benefit Alliance Assoc bylaws and articles.pdf

**Certificate of Compliance with
Arkansas Rule and Regulation 19**

Insurer: Humana Insurance Company

Form Number(s): HUMV-ASSOC-POL.001 (2/09), HUMV-ASSOC-GRAPP.001 (2/09),
HUMV-ASSOC-CERT.001 (2/09), HUMV-ASSOC-SCHEDULE.001 (2/09),
AR-72002 3/2009, and HUMV-AEAR-209

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirement of Rule and Regulation 19.



Michael B. McCallister
President

Signature of Company Officer

Micheal B. McCallister

Name

President

Title

May 12, 2009

Date



**ARKANSAS
INSURANCE
DEPARTMENT**
1200 West Third Street
Little Rock Arkansas 72201-1904
501-371-2600

Mike Pickens
Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: **Humana Insurance Company**
 Company NAIC Code: **73288**
 Company Contact Person & Telephone # **Brenda Dawson, Insurance Compliance Consultants, Inc., (815) 316-6714**
 Form Number(s): **HUMV-ASSOC-POL.001 (2/09), HUMV-ASSOC-GRAPP.001 (2/09), HUMV-ASSOC-CERT.001 (2/09), HUMV-ASSOC-SCHEDULE.001 (2/09), AR-72002 3/2009, and HUMV-AEAR-209**

 * INSURANCE DEPARTMENT USE ONLY *
 * *
 * ANALYST: _____ AMOUNT: _____ ROUTE SLIP: _____ *

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LINE OF BUSINESS, UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

| | |
|---|------------------------|
| Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing | *1 _____ x \$50 = \$50 |
| | **Retaliatory _____ |
| Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer. | * _____ x \$50 = _____ |
| | **Retaliatory _____ |
| Life and/or Disability Policy, Contract or Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form. | * _____ x \$20 = _____ |
| | **Retaliatory _____ |
| Policy and contract forms, all lines, filing corrections in previously filed policy and contract forms. | * _____ x \$20 = _____ |
| | **Retaliatory _____ |
| Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer. | * _____ x \$25 = _____ |
| | **Retaliatory _____ |

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to
amend an Insurer's Certificate of Authority.

 * x \$400 =

Filing to amend Certificate of Authority.

 *** x \$100 =

*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE
AND REGULATION 57.

**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK.
CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. 23-61-401.

HUMANA.
Guidance when you need it most.

March 1, 2009

To: All State Insurance Departments

Humana Insurance Company hereby authorizes Insurance Compliance Consultants, Inc., to file the attached form(s) or a state specific variation of it, and to act on Our behalf regarding such filings, in all jurisdictions where this form(s) or a state specific variation of it is being filed. Humana Insurance Company may withdraw this authorization at any time, by giving notice to Insurance Compliance Consultants.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan Stewart', with a long horizontal line extending to the right.

Alan Stewart
Vice President
Humana Insurance Company



INSURANCE
COMPLIANCE
CONSULTANTS, INC.

3925 East State Street, Suite 200
Rockford, Illinois 61108

Phone: (815) 316-6714
FAX: (815) 986-2355

May 12, 2009

Honorable Julie Benafield Bowman
Insurance Commissioner
State of Arkansas
Arkansas Department of Insurance
1200 W. Third St.
Little Rock, AR 72201-1904

RE: Humana Insurance Company - NAIC# 73288
FEIN# 39-1263473
Group Vision Insurance Policy – HUMV-ASSOC-POL.001 (2/09)
Group Master Application – HUMV-ASSOC-GRAPP.001 (2/09)
Group Vision Certificate – HUMV-ASSOC-CERT.001 (2/09)
Group Vision Schedule of Benefits – HUMV-ASSOC-SCHEDULE.001 (2/09)
Amendatory Endorsement – HUMV-AEAR-209
Group Enrollment Application – AR-72002 3/2009

Dear Commissioner Bowman:

We are hereby submitting the referenced forms for filing in your state. These forms are new and are not intended to replace any forms previously approved in your state.

Insurance Compliance Consultants, Inc., is making this filing on behalf of Humana Insurance Company, a Wisconsin domiciled company. A filing authorization letter is attached. All correspondence should be addressed to Insurance Compliance Consultants, Inc.

Group Policy form HUMV-ASSOC-POL.001 (2/09) will be issued to the People's Benefit Alliance Association situated in Missouri. The competed checklist for the Association is attached as is the Constitution and Bylaws. Group Master Application form HUMV-ASSOC-GRAPP.001 (2/09) will be used to apply for the Group Vision Policy.

Form HUMV-ASSOC-CERT.001 (2/09) is the Group Vision Certificate of Insurance evidencing coverage under the Group Policy. Amendatory Endorsement HUMV-AEAR-209 will be attached to all certificates issued in Arkansas. Schedule of Benefits HUMV-ASSOC-SCHEDULE.001 (2/09) will be attached to the Certificate.

Group Enrollment Application form AR-72002 3/2009 will be used to apply for coverage under the Group policy by individual members.

We certify that to the best of our knowledge and belief, these forms do not violate any laws or regulations of your state and do not contain any previously disapproved provisions. These forms were prepared on a personal computer and will ultimately be printed from another data processing system that may cause some print style and/or page spacing changes. However, there will not be any changes to the actual text of the contract or to the general print size.

Your prompt review of this submission will be greatly appreciated. If I can provide any additional information, please contact me at (815)316-6714, fax me at (815) 986-2355, or e-mail me at Brendadawson@inscompliance.com . Thank you.

Sincerely,

Brenda Dawson, FLMI, AIRC, ACS
Authorized Representative

Responses to Arkansas:

1. Peoples Benefit Alliance, 16476 Wild Horse Creek Road, Chesterfield, MO 63017
2. Incorporated in the state of Missouri on 10-4-1990.
3. No current office in AR
4. No.
5. \$4
6. Purpose: To enhance the quality of life for members by offering or providing educational information; to provide access to goods, services and discount benefits by using the buying power of all members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.
7. See attached member's guides.
8. An individual interested in the benefits and services must apply for membership and be approved by the Board of Directors.
9. Members are recruited by enrollers and by referrals from existing members.
10. Bylaws attached.
11. List of members residing in AR – there are none.
12. Financial statement attached
13. No.

2008
4th Quarter Unaudited
Peoples Benefit Alliance

| | |
|---------------------|--------------|
| Total Dues | 13,320 |
| Expenses | |
| Marketing | 4,430 |
| Administration | 650 |
| Benefits/Newsletter | 6,660 |
| Billing | <u>1,580</u> |
| Total | 13,320 |
| Surplus | - 0 - |

P | P E O P L E S
B | B E N E F I T
A | A L L I A N C E

Guide to Association Member Discounts and Services



Featuring discounts on:

Health Services
Travel Services
Consumer Services
Business Services

P | P E O P L E S
B | B E N E F I T
A | A L L I A N C E

**Membership Services Office
16476 Wild Horse Creek Road
Chesterfield, MO 63017**

1-866-838-8437



www.peoplesbenefitalliance.com
Username: **pbamember**

Dear New Member,

Welcome to the Peoples Benefit Alliance (PBA)!

Please review this Member Guide and the enclosed Member Identification Card, which list important phone and I.D. numbers exclusively for you as a member of the Association.

Through your membership in PBA, you will enjoy numerous health, travel, consumer, and business-related discounts and services. All of your discounts are explained in detail in this guide. You can also find information about your PBA discounts and services online at www.peoplesbenefitalliance.com; please use **pbamember** as your username.

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

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

If you have any questions about your discounts, call 1-866-838-8437.

Again, a most cordial welcome to PBA.

Sincerely,

PBA Member Services

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HEALTH SERVICES

GlobalFit Fitness Program

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

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

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

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

It's Easy to Register!

1. Go online to **www.globalfit.com**.
2. Click on "Login/Register" and select "Quick Registration."
3. From the alphabetical listing, select the letter "N." On next screen, select Group Name "NAC."
4. Follow the easy registration steps.

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

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

GymAmerica.com

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

GymAmerica.com features:

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

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

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

Vitamin Discount

HealthFitLabs is an online/mail order company that sells only the highest-quality natural vitamins, nutritional supplements, and bath and personal care products.

Visit the Website, HealthFitLabs.com, to browse several different product search options including categories such as Healthy Lifestyle, Vitamins & Minerals, Bath & Personal Care, and Healthy Pets.

You can also search by health condition. For instance, they have supplements for Eye Health Support, Blood Sugar Support, Mood Support and more. Or shop by brand name; there are 1,900 products available on their Website. Most vitamins are available to ship within 24 hours.

Visit www.HealthFitLabs.com and enter **NAC** as the coupon code at checkout to receive an additional 15% off your order. The online prices are already reduced 5-35%!

You can also save up to 30% off catalog prices! Call **1-888-757-2454** to place your order and start saving today! Just mention **NAC** as your coupon code.

Gateway Medicaid

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

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

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

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

TRAVEL SERVICES

Car Rental Discounts

Take advantage of affordable auto rental rates from Alamo®, Avis®, Hertz®, and National®.

Using this Service is Easy!

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

Toll-Free Reservations

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

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

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

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

Note: Some blackout dates and restrictions may apply.

Association Travel Club

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

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

For personalized travel planning, call Gulliver's Travel at **1-800-796-7766** and ask for Beverly Noah or send an e-mail to **bev@gullivers.com**.

CONSUMER SERVICES

Carperks Buying Network

Many people dislike shopping for automobiles because they dread the anticipated hassle and the possibility of overpaying for a car. This program allows members to benefit from a National Corporate Pricing Program that solves these issues. *Carperks* is currently offered as a “free perk” to employees of Coca-Cola, Verizon Wireless, American Airlines, Office Depot, and several hundred other companies—and now, to you.

The *Carperks* dealer network has agreed to sell automobiles for a price better than their best Internet price, resulting in a price hundreds of dollars lower than the sales price of the retail sales department.

Enjoy Car Buying Made Easy!

1. Log onto www.carperks.net to register with the program. Use PIN number **NAC11269**.
2. Select the make and model of the automobile you would like to purchase or lease.
3. You will receive, by e-mail, a personalized certificate that specifies the name, address, and phone number of your local participating dealer, and a specific contact name at the dealership. The contact person is well-trained in the *Carperks* program and has pledged to uphold the *Carperks* commitment to you.
4. You print out the certificate, call the named contact person at the dealership, and make arrangements to meet with him or her. After the exact vehicle you want is identified, the National Corporate price is quoted and you may accept or reject the deal with no obligation.

NO RUNAROUND – NO HASSLE – NO PROBLEM!

Floral Discounts

Welcome to “My Online Florist” member discounts. Your association membership lets you send flowers anywhere in North America from our Website or by phone. As an association member, you will receive a 40 to 60 percent discount from most retail flower shop prices. Try it and see!

Just log on to: www.nacassociation.myonlineflorist.com to place an order! Your Association Member Number is **38801**.

You may also take advantage of these important discounts:

Convenience—Call our toll-free number, **1-888-321-ROSE (7673)**, and mention Association Member Number **38801** to receive your association discount. You can call 24 hours a day, seven days a week, and request delivery anywhere in North America!

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

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

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

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

Child ID Card Services

You can't be with your children all the time—especially when they go to school—but you *can* provide additional protection for those times when they're not with you. By registering your children with UBR Child ID Card Services, authorities will be able to provide faster, more complete help to your child should he/she be missing or abducted.

For each child you register, you'll receive two wallet-sized cards showing the child's photo and vital statistics, including identifying marks and special medical needs. The card also provides instructions for parents on how to quickly notify authorities if an abduction occurs.

Best of all, registration of your first two children is FREE as part of your association membership. Registration of additional children is available for a nominal fee.

How to Register

The Child ID Card Services registration application is available for download at www.egroupmanager.com/childid. If you do not have Internet access, call member services at **1-800-992-8044** (8:30 a.m. to 4:30 p.m. Central Standard time) for a Child ID Card registration application.

Moving Service Discount

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

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

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

Other services that are available: Office Moving, Record Retention, Logistics, Warehousing, Distribution, and International Services. Estimates/Quotes are free of charge. Please mention code "NAC" to receive your savings.

Cord northAmerican Van Lines, Cindy Ruppel, Representative
(800) 873-2673, ext. 155, by e-mail at cindyrup@cordmoving.com and on the Internet at www.cordmoving.com

HopTheShops.com

Through a special arrangement with eGroupManager, you will receive preferred customer access to HopTheShops.com, a premium online shopping mall.

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

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

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

Preferred Member Program

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

Why Are Prices Lower On The Internet?

Internet merchants do not have the costs of maintaining a brick and mortar storefront. They also sell in large volume. This large volume, coupled with the lower overhead, results in savings on the goods and services that they offer to their customers.

How To Access HopTheShops.com

1. At any computer connected to the Internet, go to www.hoptheshops.com.
2. If you have previously registered at eGroupManager, enter your e-mail address and password in the "Cyber Mall Log-in" section.
3. If this is your first visit, click on "Register" in the "Become a Mall Member" section. Please fill in all of the information fields to open your account. You may also use this same e-mail address and password to access your association discounts and information at www.egroupmanager.com.
4. If you have questions, contact HopTheShops.com by e-mail at: prefcust@ubrnetmall.com, by phone at: **(636) 530-1967** or **1-800-992-8044**. You can also contact them by mail at HopTheShops.com, 16476 Wild Horse Creek Road, Chesterfield, MO 63017.

BUSINESS SERVICES

Customized Web Services

eGroupManager provides the advantage of Website development and maintenance. eGroupManager boasts an experienced staff of programmers and graphic designers ready to work for you. All of the latest programming capabilities—including HTML, ASP.NET, Flash, XML, and database connectivity—are available to you as an association member. Our designs are crisp and clean, blended with creativity, and custom-built to your Website specifications. We can also host your Website with our own AxisConnect Web hosting service.

With an Internet Website by eGroupManager, your company can enjoy growth potential that is virtually limitless! Members receive a **20 percent discount** on the following services:

- Custom Web Design
- Evaluation and Re-Design of Current Sites
- Website Hosting
- Consulting on Viability of Internet Projects
- Internet Marketing

How to Use This Service:

1. For more details call **1-866-793-1972** (or 1-636-530-1967 in the St. Louis area) and ask for a Web development sales representative.
2. Mention that you are an Association member to receive your 20 percent discount.
3. Visit www.egmwebservices.com to learn more about eGroupManager.

Crisp Publications

Association members can enhance their current knowledge, sharpen their minds and stay on the cutting edge of both business and personal issues. Through a special arrangement with Crisp Publications, Association members can take advantage of books and video/book programs on topics such as self-development, customer service, management training, and communication, to name a few. Association members will receive a **40 percent discount** off the cost of a publication or tape.

To find out more or to request a free catalog, call **1-800-442-7477**. When placing an order, identify yourself as an association member to receive your 40 percent discount.

Office Depot Supplies and Furniture

Sign up for the Office Depot program and qualify for discounts off the list price on over 16,000 items. Members report they save an average of **30 percent** when compared to their previous office supplies provider. Buy online from the discounted member Website, by phone or fax, or in the retail stores. There is FREE SHIPPING for members.

You'll also get **40 percent** discounts on in-store high-speed and self-service digital B/W and color copying services (including transparencies, reports/newsletters, brochures/flyers, presentations, and photographs) plus document binding services (finishing and laminating)—everything you need for meetings and conferences!

Online offerings include: custom stamps (date stamps, rubber and self inking, signature style, corporate seals, and embossers/notary seals) and custom printing (business cards, letterhead, envelopes, memo pads, announcements, carbonless forms, custom labels).

To get your Office Depot account and password, complete the registration form at www.business-edge.net. Once you have signed up, you can shop in the stores, order by fax or order online at: <http://bsd.officedepot.com>.

Hewlett-Packard Computer and Digital Equipment

Hewlett-Packard, a worldwide leader in computers and other digital hardware, has the right solution for your business or home office. As a member, you receive discounts on HP notebooks, laptops, desktops, servers, printers, digital cameras, handhelds, point-of-sale (scanners, cash registers, etc.), and more.

Discount levels vary based on product—generally from **3 to 10 percent** off. Monthly promotions are available such as free shipping on discounted printing supplies, rebates, and other value-added member benefits.

To order, call HP at **1-888-860-9572** and mention code **BAE1** for your discount, or visit www.hp.com/go/BusinessAdvantEdge.

Long Distance Phone Services

*Lowest Long Distance Rates Available: As Low as 3.9¢ per Minute State to State—
Anytime, Anywhere—up to 50% Savings over AT&T, Sprint & MCI*

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

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

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

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

High Speed Dial-Up Internet Access Services

In addition to PowerNet Global's great long distance phone service, you can now take advantage of PNG's Unlimited High Speed Dial-Up Service for only \$1 for the first month, then **\$12.95** per month thereafter. PowerNet Global offers fast and reliable connections, valuable add-ons, and technical support that delivers a robust Internet service at a very reasonable price.

- \$12.95 per month
- Free Technical Support
- Speed Booster (increases download speed up to **5x faster** than standard dial-up)
- Pop-up Blocker
- 5 E-mail Addresses
- 10 MB of WebSpace
- One Bill for Long Distance and Internet

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

Springer Collection Agency Services

Make sure the check is in the mail! For those rare occasions when you need to take charge of your past due collections, call Springer Collection Services. As a member, you'll save **20 percent** on fees for consumer and/or commercial collections. You pay only when your receivables are collected. Contact Steve Heinz at Springer at **1-800-553-8988** and mention Business AdvantEdge.

TravelCell Global Cell & Satellite Phone Rentals

Stay safe and in touch when you travel abroad by carrying a global phone rented from TravelCell. Cell phone rental fees are cut in **half** for members and start at \$15 per week. A fully charged battery, rapid travel charger, leather case, and belt clip are included with phone, plus a postage-paid return envelope. Per-minute rates vary by country.

Satellite phones operate in the most remote regions in the world and are the perfect solution for cruises, safaris, and adventure travel and can be rented for \$129.99 for the first week; extra weeks at \$49.99 each.

Additional services include: a personal toll free number for calls from the USA that will ring on your TravelCell anywhere you travel, unlimited Blackberry Service, student rates, and long-term, extended stay rates. To rent, call: **1-877-CELL-PHONE (235-5746)** and reference **VC119**.

UPS Express Delivery Services

Member benefits include:

- \$1.50 off UPS Next Day Air Letters;
- 10 percent off UPS Next Day Air Paks/Packages and UPS Second Day AM Air Letters/Packages;
- 25c off UPS Second Day Air Letters;
- 20 percent off UPS Worldwide Express Letters/Documents/Packages.

For discounts, you must apply for a UPS account number. There is no obligation to ship and no cost for account set-up. Register online at www.business-edge.net or by calling Business AdvantEdge at **1-888-734-3343**.

DHL Express Overnight Delivery Services

UniShippers offers members who ship frequently the ability to set up a comprehensive shipping logistics program that includes substantial savings up to **50 percent** on most classes of service including reliable, guaranteed air express overnight delivery, ground shipping, plus courier, freight, and convention services. All billing and customer service will be provided directly by UniShippers.

You must sign up for this service; register at www.business-edge.net or call Business AdvantEdge at **1-888-734-3343**.

Discover First Data Merchant Services

Accept credit cards and take your business to the next level! First Data and Discover Network can help you grow your business and speed up cash flow.

The normal application, monthly minimum and batch fees are waived for members. Requirements for acceptance may include: a minimum of three years in business, three years of financial statements, signed personal guarantee, and three months of previous processing statements (if applicable).

Program includes these major credit cards: VISA®, MasterCard®, American Express®, Discover®, Diners Club® and JCB®. First Data supports both PIN-based and signature debit transactions (PIN-based debit is the fastest growing payment option). Also, reduce your risk when accepting checks with TeleCheck.

You'll get FREE online statements and reporting and there is a \$15.00 chargeback fee, a \$4.75 monthly statement fee and \$15.00 imprinter charge. Rates are dependent on processing volume, type of business and average sales amount.

To get started, call **1-800-425-0919** and mention Business AdvantEdge or fax in your completed enrollment form found online at www.peoplesbenefitalliance.com.

You'll find information about your
PBA discounts and services online at
www.peoplesbenefitalliance.com

Please use **pbamember** as your username.

If you have any questions about your discounts, call 1-866-838-8437.

P | P E O P L E S
B | B E N E F I T
A | A L L I A N C E

GlobalFit Fitness Program -
www.globalfit.com or 1-800-294-1500

GymAmerica.com - www.gymamerica.com/NAC

Vitamin Discount - www.healthfitlabs.com
or call 1-888-757-2454; use coupon code NAC

Gateway Medicaid -

To get a Personal Medical Profile form,
go online to www.egroupmanager.com/medicaid/
or call 1-800-992-8044

Car Rental Discounts

Alamo - BY222606 Hertz - CDP-ID 85134
Avis - AWD A/B 254701 National - RECAP 6100610

Association Travel Club - 1-800-796-7766
ask for Beverly Noah or e-mail bev@gullivers.com

Carperks Buying Network - www.carperks.net
use PIN #NAC11269

Floral Discounts -

www.nacassociation.myonlineflorist.com
or call 1-888-321-7673 and use code 38801

Child ID Card Services - To get registration
application, go to www.egroupmanager.com/childid
or call 1-800-992-8044

Moving Service Discount - 1-800-873-2673, ext. 155

HopTheShops.com -

go to www.egroupmanager.com
and click on "Go to my association."

If previously registered, enter your e-mail address and
password in "Cyber Mall Log-in" section.

If this is your first visit, click on "Register" in "Become a
Mall Member" section and follow instructions.

(continued on other side)

(Name of Association Member)

This I.D. Card belongs to:

**Association
Membership Card**

Customized Web Services -

1-866-793-1972 (or 636-530-1967 in the St. Louis area)

Crisp Publications - 1-800-442-7477

Office Depot Supplies and Furniture -

register at www.business-edge.net

Hewlett-Packard Computer & Digital Equipment -

www.hp.com/go/businessadvantedge

or call 1-888-860-9572 and mention code BAE1

Discount Long Distance Phone Service -

1-888-917-7333

High Speed Internet Access Services -

1-888-917-7333

Springer Collection Agency Services -

1-800-553-8988 - ask for Steve Heinz

and mention Business AdvantEdge

TravelCell Global Cell & Satellite Phone Rentals -

1-877-CELL-PHONE and reference code VC119

UPS Express Delivery Services - register at

www.business-edge.net or call 1-888-734-3343

DHL Express Overnight Delivery - register at

www.business-edge.net or call 1-888-734-3343

Discover First Data Merchant Services -

1-800-425-0919, mention Business AdvantEdge or
download form at www.peoplesbenefitalliance.com

www.peoplesbenefitalliance.com

Username: pbamember

Peoples Benefit Alliance
is an association, NOT insurance.

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

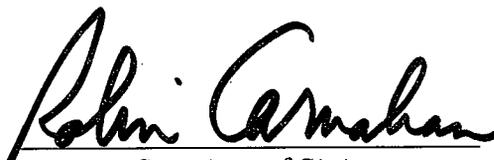
Peoples Benefit Alliance
N00042905

Formerly,

RealAge Health Partners

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

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
15th day of February, 2008.


Secretary of State





State of Missouri
Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number:
N00042905
Date Filed: 02/15/2008
Robin Carnahan
Secretary of State

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

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

- (1) The name of corporation is: RealAge Health Partners
- (2) The amendment was adopted on 2/11/2008 and changed article(s) 1 to state as follows:
month/day/year

Article One (1) is amended to read:

The name of the Corporation is: Peoples Benefit Alliance

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

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

- A. Number of memberships outstanding: _____
B. Complete either C or D:

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

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

Please see next page

Name and address to return filed document:

Name: Karen Boeker

Address:
City, Stat

EFFECTIVE IMMEDIATELY
NEW STREET ADDRESS:
16476 Wild Horse Creek Rd
Chesterfield, MO 63017

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



T0805601031

Corp. 53A (01/05)

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

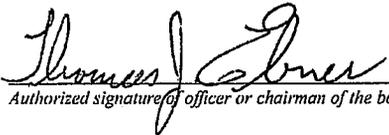
| Class: | Number Voting undisputed: |
|--------|---------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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


Authorized signature of officer or chairman of the board

Thomas Ebner

Printed Name

President

Title

2/11/2008

Date

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

RealAge Health Partners
N00042905

Formerly,

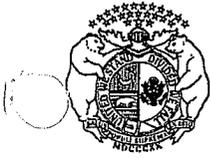
Peoples Benefit Alliance

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

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 14th day of November, 2005.


Secretary of State





State of Missouri
 Robin Carnahan, Secretary of State

Corporations Division
 P.O. Box 778 / 600 W. Main Street, Rm 322
 Jefferson City, MO 65102

File Number: 200531921103
 N00042905
 Date Filed: 11/14/2005
 Robin Carnahan
 Secretary of State

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

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

- (1) The name of corporation is: Peoples Benefit Alliance
- (2) The amendment was adopted on 11-2-05 and changed article(s) 1 to state as follows:
month/day/year
 Article number One (1) is amended to read:
 The name of the corporation is: RealAge Health Partners

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

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

- A. Number of memberships outstanding: _____
 B. Complete either C or D:
 C. Number of votes for and against the amendments(s) by class was:

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

Please see next page

Name and address to return filed document:
 Name: Rachel DiFulvio
 Address: 16476 Chesterfield Airport Rd.
 City, State, and Zip Code: Chesterfield, MO 63017

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

T0531858115

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

Class: Number Voting undisputed:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

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

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

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

| | | | |
|--|---------------------|--------------|-------------|
|  | Tom Ebner | President | 11-2-05 |
| <i>Authorized signature of officer or chairman of the board</i> | <i>Printed Name</i> | <i>Title</i> | <i>Date</i> |

STATE OF MISSOURI



Matt Blunt
Secretary of State

CERTIFICATE OF AMENDMENT
OF A
MISSOURI NONPROFIT CORPORATION

WHEREAS,

Peoples Benefit Alliance
N00042905

Formerly,

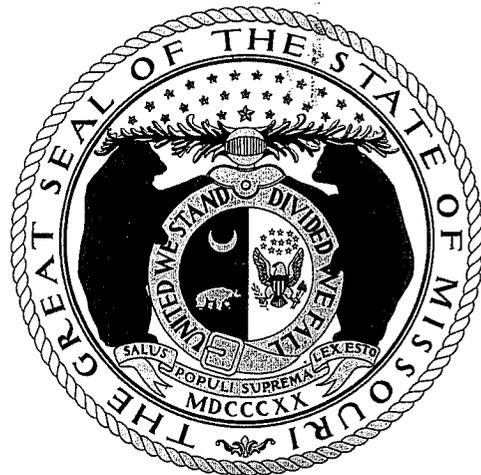
NATIONAL ENTREPRENEURS BUSINESS ASSOCIATION

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

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 4th day of February, 2004.

Matt Blunt

Secretary of State



STATE OF MISSOURI



ROY D. BLUNT
SECRETARY OF STATE

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

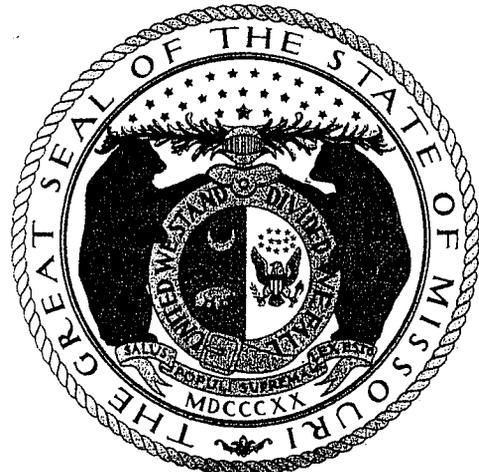
GENERAL NOT FOR PROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF
UNIVERSAL ASSOCIATION OF EMPLOYERS AND EMPLOYEES

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE
REQUIREMENTS OF THE GENERAL NOT FOR PROFIT CORPORATION LAW;

NOW, THEREFORE, I, ROY D. BLUNT, SECRETARY OF STATE OF THE STATE
OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, DO
HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY CORPORATE, DULY
ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO ALL RIGHTS AND
PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER THE GENERAL NOT
FOR PROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY
HAND AND IMPRINTED THE GREAT SEAL OF
THE STATE OF MISSOURI, ON THIS, THE
4TH DAY OF OCTOBER, 1990.



Roy D. Blunt
Secretary of State

\$10.00

ARTICLES OF INCORPORATION
OF
UNIVERSAL ASSOCIATION OF EMPLOYERS AND EMPLOYEES

HONORABLE ROY D. BLUNT
SECRETARY OF STATE
STATE OF MISSOURI
JEFFERSON CITY, MISSOURI 65102

FILED AND CERTIFICATE OF
INCORPORATION ISSUED

OCT 04 1990

We, the undersigned,

Roy D. Blunt

Ronald N. Compton, c/o Summers, Compton, Wells & Hamburg,
P.C., 8909 Ladue Road, St. Louis, MO 63124

Dale D. Turvey, c/o National Association Consultants, Inc.,
1302 Clarkson Clayton Center, Suite 201, Ellisville, MO 63011

Karen K. Melendez, c/o National Association Consultants., Inc.,
1302 Clarkson Clayton Center, Suite 201, Ellisville, MO 63011

being natural persons of the age of eighteen (18) years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Law" of the State of Missouri, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE

The name of the Corporation is: **UNIVERSAL ASSOCIATION OF EMPLOYERS AND EMPLOYEES.**

ARTICLE TWO

The period of duration of the Corporation is perpetual.

ARTICLE THREE

The address of the Corporation's initial registered office in this State is 8909 Ladue Road, St. Louis, MO 63124, and the name of its initial registered agent at such address is RONALD N. COMPTON.

ARTICLE FOUR

The first Board of Directors shall be Three (3) in number, their names and addresses being as follows:

James Schmidt
c/o Financial Distribution Systems
2921 Brown Trail #250
Bedford, TX 76022

Sam Sguyres
c/o Financial Distribution Systems
2921 Brown Trail #250
Bedford, TX 76022

Dale D. Turvey
1302 Clarkson Clayton Center
Suite 201
Ellisville, MO 63011

Thereafter, the number of Directors shall be fixed by, or in the manner provided in, the Bylaws of the Corporation. The power to make, alter, amend or repeal the Bylaws of the Corporation shall be vested in the Board of Directors; provided, however, that no such action taken pursuant hereto shall be inconsistent with the applicable laws of the State of Missouri then in force.

ARTICLE FIVE

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

To promote the common interests of small businesses and their employees; to consider and deal by all lawful means with common problems of small businesses and their employees and help them take advantage of the mass purchasing power and other benefit enhancements of other organizations; and to conduct or engage in all lawful activities in furtherance of the foregoing purposes.

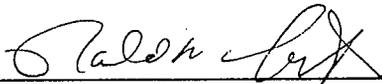
ARTICLE SIX

The right of the Members, or any class or classes of members, to vote shall be limited, enlarged or denied as fixed by, or in the manner provided in, the Bylaws of the Corporation.

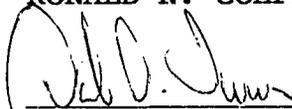
ARTICLE SEVEN

To the extent permitted by Missouri law, each director, officer, employee, or agent of this Corporation, or former director, officer, agent, or employee of this Corporation, and his legal representatives, shall be indemnified by the Corporation against liabilities, expenses, counsel fees and costs reasonably incurred by him or his estate in connection with, or arising out of any action, suit, proceeding, or claim in which he is made a party by reason of his being, or having been, such a director, officer, agent or employee; and any person who, at the request of this Corporation, served as director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall, in like manner, be indemnified by this Corporation. The indemnification herein provided for shall apply also in respect of any amount paid in compromise of any such action, suit, proceeding or claim asserted against such director or officer including expenses, counsel fees and costs reasonably incurred in connection therewith. The right to indemnification herein provided shall not be exclusive of any other rights to which such director or officer may be lawfully entitled.

INCORPORATORS:



RONALD N. COMPTON



DALE D. TURVEY



KAREN K. MELENDEZ

STATE OF MISSOURI
COUNTY OF ST. LOUIS

)
) SS.
)

I, Mary S. Dickinson, a Notary Public, do hereby certify that on the 28th day of September, 1990, Ronald N. Compton, Dale D. Turvey and Karen K. Melendez personally appeared before me and being first duly sworn by me severally acknowledged that they signed as their free act and deed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true, to their best knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

Mary S. Dickinson
Notary Public

NOTARIAL SEAL

My Commission Expires:

MARY S. DICKINSON
NOTARY PUBLIC STATE OF MISSOURI
JEFFERSON COUNTY
MY COMMISSION EXP. MAY 12, 1994

FILED AND CERTIFICATE OF
INCORPORATION ISSUED
OCT 04 1990

Roy D. Blunt

BY-LAWS
OF
"PEOPLES BENEFIT ALLIANCE"

ARTICLE I
PURPOSES

The purpose or purposes of "Peoples Benefit Alliance" ("association") shall be:

To enhance the quality of life for members by offering or providing educational information; to provide access to goods, services and discount benefits by using the buying power of all members. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

ARTICLE II
OFFICES

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

ARTICLE III
MEMBERS

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

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

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

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

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

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

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

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

ARTICLE IV MEETINGS OF MEMBERS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI
OFFICERS

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

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

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

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

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

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

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

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

ARTICLE VII COMMITTEES

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

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

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

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

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

ARTICLE VIII

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

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

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

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

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

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

ARTICLE IX
CERTIFICATES OF MEMBERSHIP

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

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

ARTICLE X
BOOKS AND RECORDS

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

ARTICLE XI
DUES AND INITIATION FEE

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

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

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

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

ARTICLE XII
FISCAL YEAR

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

ARTICLE XIII
SEAL

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

ARTICLE XIV
WAIVER OF NOTICE

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

ARTICLE XV
AMENDMENT OF BY-LAWS

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

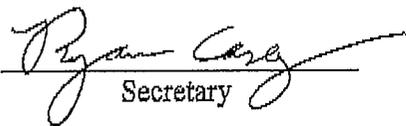
ARTICLE XVI INDEMNIFICATION

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

ARTICLE XVII DISSOLUTION

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

Execute on this 15th day of February, 2008.


Secretary

FIRST AMENDMENT TO THE BY-LAWS DISPUTE RESOLUTION PROCEDURES

As used in these By-Laws and Dispute Resolution Procedures, the term "Dispute" shall mean any action, complaint, claim or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable or otherwise, now existing or hereafter occurring between the Association or any officer, director, agent, employee, representative, heir, assign, beneficiary, successor, or affiliate of the Association on the one hand, and any member or prospective member of the Association, or any agent, representative, heir, assign, beneficiary, or successor of such member or prospective member on the other hand, which in any way arises out of or pertains to, directly or indirectly, (i) the Association (ii) the rights, privileges or benefits of membership in the Association, (iii) governance of the Association, or (iv) any other matter involving the Association membership enrollment process, dues, assessments, any representation, modification, extension, interpretation, violation, renewal, termination of this Association or Association membership, as well as the content of any documents related to (i), (ii), (iii), (iv) including, without limitation, advertising brochures, membership materials, member benefit descriptions, applications, correspondence and similar documents, or any past, present or future incidents, omissions, acts, errors, claims, benefits, claims for benefits, practices or occurrences causing any alleged injury or damage to any party whereby the other parties or their agents, employees or representatives may be liable, in whole or in part.

1. Mediation of Disputes. Any and all Disputes arising out of or relating to the Association shall be submitted to the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the arbitration procedures provided herein.

2. Mediation Procedures. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith, and they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

3. Deadline for Resolution of Disputes by Mediation. In the event the parties do not amicably resolve the Dispute at mediation or within forty five (45) days following the date of the mediation, then either party may initiate arbitration in accordance with these By-Laws with respect to the dispute that was submitted to mediation. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

4. **Mandatory and Binding Arbitration of Disputes.** Any Dispute arising out of or relating to the Association, directly or indirectly, including the determination of the scope or applicability of these Dispute Resolution Procedures that is not amicably resolved by the parties under the Mediation provisions above shall be decided by mandatory and binding arbitration conducted in the state in which the Dispute arose. Mandatory and binding arbitration is intended to be the exclusive means by which Disputes not resolved by mediation are finally resolved. In no event shall any member or other applicable party file a lawsuit or cause legal proceedings to be commenced as a result of any Dispute that is connected to or in any way involves the Association. No Disputes shall be decided in Federal or state courts or before a judge or jury, and the courts shall bar and dismiss any such attempted litigation. Any member or other applicable party who initiates or attempts to initiate any legal action in contravention of these Dispute Resolution Procedures shall be barred by the court from proceeding in such action, and shall pay the attorneys' fees and court costs incurred by the responding parties in defending against such legal action.

5. **Commencement of Arbitration.** In accordance with Section 3 above, arbitration shall be commenced by filing a written demand for arbitration served upon all affected parties.

6. **Selection of Arbitrator.** The arbitration shall be decided before one arbitrator, who must be a member of the panel of neutrals maintained by Judicial Arbitrations and Mediation Services, Inc. ("JAMS"), or its successor. The arbitration shall be administered by JAMS, or its successor, pursuant to its Comprehensive Arbitration Rules and Procedures. The arbitrator shall be chosen by the parties from the roster of neutrals maintained by JAMS, and in the event the parties are unable to mutually agree to the selection of the arbitrator, then the arbitrator will be selected in accordance with the JAMS Comprehensive Arbitration Rules and Procedures from the JAMS roster of neutrals. In the event that JAMS is not available in the state in which the Dispute arose, the arbitrator shall be selected by the American Arbitration Association from its list of neutrals who are retired judges.

7. **Additional Rules.** In addition to administration of the arbitration under the JAMS Comprehensive Arbitration Rules and Procedures, the arbitrator shall apply the substantive law of the state in which the dispute arose, including laws governing limitations of actions.

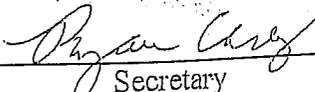
8. **Arbitration Hearing and Award.** The arbitrator shall schedule the hearing as soon as reasonably possible and upon conclusion of the hearing shall make a determination in the context of an "Award" specifying the recovery, if any, and reasons for such determination.

9. **Enforcement of Award.** The arbitration Award may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

10. **Allocation of Fees and Costs.** The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

11. **Severability.** Should any provision of these Dispute Resolution Procedures be held or otherwise determined unlawful, invalid or unenforceable, such defect shall not affect the legality, validity or enforceability of the remaining parts of these Dispute Resolution Procedures, and all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the illegal, invalid or unenforceable part had not been included. It is agreed that any claim that any provision of these Dispute Resolution Procedures is somehow unlawful, invalid, unconscionable, or unenforceable shall be submitted to binding arbitration for resolution, and in any such arbitration proceeding such claim or challenge shall be urged and addressed specifically and separately.

Amendment adopted and approved this 4th day of September, 2006.


Secretary

Humana Insurance Company

AMENDATORY ENDORSEMENT (Arkansas Residents Only)

This Amendatory Endorsement is attached to and made a part of your contract. It changes your coverage as follows:

A. SECTION II – BECOMING INSURED, Newborn Child and Adopted Child, is deleted and replaced with the following:

Newborn Child - Coverage for a newborn child born to you or a covered dependent will be effective from the moment of birth and will remain in force for 90 days. Coverage for a newborn child will be the same as coverage for all other dependents. Notification must be provided to us within 90 days of the newborn's date of birth and you must pay the required additional premium, if any, in order to have coverage for the newborn child continue beyond such 90 days.

Coverage for a newborn child of a covered dependent child will not extend beyond 18 months after birth.

Adopted Child - Coverage for an adopted child or a minor under your charge, care and control for whom you have filed a petition to adopt, is effective upon the earlier of the date of placement for the purpose of adoption, or the date of the entry of an order granting the adoptive parent custody of the child for purposes of adoption. Coverage for such child will be the same as for all other dependents. Coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement. However, you must notify us in writing within 60 days of such placement for adoption or entry of an order and pay the required additional premium, if any, in order to have coverage for the adopted child continue beyond such 60 day period. A dependent's effective date cannot occur before the primary insured's effective date of coverage.

B. SECTION VII – Claims, Time of Payment of Claims is deleted and replaced with the following:

- 1. Time of Payment of Claims** - Clean claims will be paid or denied within 30 days after receipt of claim filed electronically or within 45 days after receipt of claim submitted by other means. We shall notify you within 30 days after receipt of the claim if we determine that additional information is needed to process the claim. If we do not pay the claim or give notice that additional information is needed in order to process the claim, we shall pay a penalty to you for the period beginning on the 61st day after receipt of the clean claim and ending on the clean claim payment date, calculated as follows: the amount of the clean claim payment times 12% per annum times the number of days in the delinquent payment period, divided by 365.

Clean Claim means a claim for payment of a covered expense that is submitted on a HCFA 1500, on a UB92, in a format required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or on our standard claim form with all required fields completed in accordance with our published claim filing requirements. A Clean Claim shall not include a claim (1) for payment of expenses incurred during a period of time for which premiums are delinquent, (2) for benefits under a Medicare supplement policy if the claim is not accompanied by an explanation of Medicare benefits or the Explanation of Medicare Benefits ("EOMB") has not been otherwise received by the Health Carrier, or (3) for which the Health Carrier needs additional information in order to resolve one or more of the issues listed in Subsection 13(b) of this rule.

This Amendatory Endorsement is subject to all of the exceptions, definitions and conditions of the contract not inconsistent herewith. In all other respects, your contract remains the same.



Michael B. McCallister
President