

SERFF Tracking Number: MRKC-126156729 State: Arkansas
Filing Company: Markel Insurance Company State Tracking Number: 42392
Company Tracking Number: DAA
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other
Product Name: MBHI - Association Approval
Project Name/Number: MBHI - DAA/DAA

Filing at a Glance

Company: Markel Insurance Company

Product Name: MBHI - Association Approval

TOI: H21 Health - Other

Sub-TOI: H21.000 Health - Other

Filing Type: Form

SERFF Tr Num: MRKC-126156729 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 42392

Co Tr Num: DAA

State Status: Approved-Closed

Co Status:

Reviewer(s): Rosalind Minor

Author: Lennie Mejia

Disposition Date: 05/20/2009

Date Submitted: 05/18/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: MBHI - DAA

Project Number: DAA

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/20/2009

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 07/26/2000

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Group Market Type: Association

Explanation for Other Group Market Type:

State Status Changed: 05/20/2009

Corresponding Filing Tracking Number:

Deemer Date:

Filing Description:

Association approval for issuance of Limited Benefit Health Insurance Policy.

Company and Contact

Filing Contact Information

Lennie Mejia, Regulatory Compliance Specialist ljmejia@markelcorp.com

4600 Cox Road

(804) 527-7702 [Phone]

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Glen Allen, VA 23060

Filing Company Information

Markel Insurance Company

4600 Cox Road

CoCode: 38970

Group Code: 785

State of Domicile: Illinois

Company Type: Property &
Casualty

Glen Allen, VA 23060

(800) 431-1270 ext. [Phone]

Group Name:

FEIN Number: 36-3101262

State ID Number:

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Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Markel Insurance Company	\$0.00	05/18/2009	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	05/20/2009	05/20/2009

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Disposition

Disposition Date: 05/20/2009

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	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	Cover Letter	Approved-Closed	Yes
Supporting Document	DAA - Articles of Incorporation	Approved-Closed	Yes
Supporting Document	DAA - Constitution and By-Laws	Approved-Closed	Yes
Supporting Document	Questionnaire	Approved-Closed	Yes
Supporting Document	Financial Statement	Approved-Closed	Yes
Supporting Document	Membership Brochures	Approved-Closed	Yes

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Bypassed -Name: Flesch Certification	Review Status: Approved-Closed	05/20/2009
Bypass Reason: Not Applicable.		
Comments:		
Bypassed -Name: Application	Review Status: Approved-Closed	05/20/2009
Bypass Reason: Not Applicable.		
Comments:		
Bypassed -Name: Health - Actuarial Justification	Review Status: Approved-Closed	05/20/2009
Bypass Reason: Not Applicable		
Comments:		
Bypassed -Name: Outline of Coverage	Review Status: Approved-Closed	05/20/2009
Bypass Reason: Not Applicable		
Comments:		
Satisfied -Name: Cover Letter	Review Status: Approved-Closed	05/20/2009
Comments:		
Attachment: AR - DAA cover letter.pdf		
Satisfied -Name: DAA - Articles of Incorporation	Review Status: Approved-Closed	05/20/2009
Comments:		
Attachment: Dominian Articles of Incorporation.pdf		

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Satisfied -Name: DAA - Constitution and By-Laws **Review Status:** Approved-Closed 05/20/2009
Comments:
Attachment:
Dominian Constitution and By Laws.pdf

Satisfied -Name: Questionnaire **Review Status:** Approved-Closed 05/20/2009
Comments:
Attachment:
Arkansas Questionnaire - DAA Filing Information (05-01-2009).pdf

Satisfied -Name: Financial Statement **Review Status:** Approved-Closed 05/20/2009
Comments:
Attachment:
DAA_2008_FINANCIALS-1.pdf

Satisfied -Name: Membership Brochures **Review Status:** Approved-Closed 05/20/2009
Comments:
Attachments:
DAA - Roadside Protect Benefit Brochure.pdf
DAA Travel Service Fulfillment Brochure.pdf



MARKEL INSURANCE COMPANY

4600 Cox Road Glen Allen, Virginia 23060-9817 P.O. Box 3870, Glen Allen, Virginia 23058-3870
(804) 527-2700 (800) 431-1270 Fax (804) 527-7915

May 18, 2009

Arkansas Insurance Department
Life and Health Division
1200 West Third Street
Little Rock, AR 72201-1904

Re: Markel Insurance Company
NAIC Number 38970
Request to Extend Use of Approved Forms to Association Group
Policy Form Number MAG100, et al

Dear Commissioner:

On December 18, 2000, your department approved our form series MAG100, et al, as referenced above.

At this time, we would like to notify you of our intent to issue a master policy to the following association: **Dominian Access Association, Inc.**

This association was incorporated in Florida as a Not For Profit Corporation on February 6, 2003 with an effective date of March 3, 2003. There are currently 2,351 members as of April, 2009. Of these members, 16 reside in Arkansas. Please see the following documents to substantiate this request:

- 1) Articles of Incorporation
- 2) ByLaws
- 3) AR Questionnaire

We request that you review the attached Articles of Incorporation and By-Laws and grant us approval to issue policy to said association. Thank you for your consideration and attention.

Sincerely,

A handwritten signature in cursive script that reads "Lennie Mejia".

Lennie Mejia

Regulatory Compliance Specialist
Markel Accident & Health Division
Tel. (800) 431-1270 Extension 7702, Fax (804) 527-7915
E-mail: lmejia@markelcorp.com

**Electronic Articles of Incorporation
For**

**NO3000001050
FILED
February 06, 2003
Sec. Of State**

DOMINIAN ACCESS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

DOMINIAN ACCESS ASSOCIATION, INC.

Article II

The principal place of business address:

**3107 EDGEWATER DRIVE
SUITE 3
ORLANDO, FL. US 32804**

The mailing address of the corporation is:

**3107 EDGEWATER DRIVE
SUITE 3
ORLANDO, FL. US 32804**

Article III

The specific purpose for which this corporation is organized is:

ANY PURPOSE NOT FOR PECUNIARY PROFIT, INCLUDING BUT NOT LIMITED TO, THE PROMOTION, EDUCATION, AND ENHANCEMENT OF THE LIVES OF OUR MEMBERS REGARDING BEING BETTER CONSUMERS, SAVING MONEY, STEWARDSHIP, HEALTH, AND SPIRITUAL WELL-BEING.

Article IV

The manner in which directors are elected or appointed is:

APPOINTED

Article V

The name and Florida street address of the registered agent is:

**CRAMER, PRICE & DEARMIS, PA
1411 EDGEWATER DRIVE
ORLANDO, FL. 32804**

I certify that I am familiar with and accept the responsibilities of registered agent.

**N03000001050
FILED
February 06, 2003
Sec. Of State**

Registered Agent Signature: CHARLES CRAMER, ESQ.

Article VI

The name and address of the incorporator is:

A. STEWART HALL, III
3107 EDGEWATER DRIVE
SUITE 3
ORLANDO, FL. 32804

Incorporator Signature: A. STEWART HALL, III

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ALVIN S HALL III
3107 EDGEWATER DRIVE, SUITE 3
ORLANDO, FL. 32804 US

Title: SEC
ALVIN S HALL JR.
3107 EDGEWATER DRIVE, SUITE 3
ORLANDO, FL. 32804 US

Article VIII

The effective date for this corporation shall be:

03/03/2003

**AMENDED AND RESTATED
CONSTITUTION
AND
BY-LAWS**

OF:

DOMINIAN ACCESS ASSOCIATION, INC.
(Founded in 2003)

RECITALS:

WHEREAS, the parties hereto are desirous of establishing a financial services membership association; and

WHEREAS, it is for the mutual benefit and desire of the parties hereto to join together to promote the common goal of providing improved access to financial and other services in a more efficient manner; and

WHEREAS, the purpose of the association shall be to promote and provide for the general welfare of all members by making available to the membership such services and benefits, financial or otherwise, as may be approved by the Board of Directors from time to time; and

WHEREAS, the association shall exercise all the powers conferred upon a corporation formed under the Florida Not For Profit Corporation Act (F.S. Chapter 617), as Amended, in order to promote and provide for the general welfare of its members.

NOW, THEREFORE, to effect and promote the purposes of the above-described association, the following Amended And Restated Constitution And By-laws (hereinafter “By-laws”) are hereby adopted.

ARTICLE I

Name, Organization and Location

Section 1. Name.

The name of this association is DOMINIAN ACCESS ASSOCIATION, INC.(hereinafter referred to as the “Association”).

Section 2. Incorporation/Effective Dates.

The Association was incorporated as a Florida Not For Profit Corporation on February 6, 2003 with an effective date of March 3, 2003.

Section 3. **Registered Agent/Registered Office.**

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

ARTICLE II

Membership

Section 1. **Classes of Members.**

The Association shall have the following three (3) classes of members. The designation of such classes and qualifications and rights of the members of such classes shall be as follows:

- a. General Members. (Voting) General Members shall be those individuals who are admitted as General Members and who pay the dues and other fees established from time to time by the Board of Directors to receive the full benefits, programs, privileges and active participation of the Association, and subject to the terms and conditions set forth in the agreement entered into by and between the Association and each General Member. The General Members shall also have the voting rights as hereinafter set forth.

- b. Reciprocal Association Members (non-voting). Reciprocal Association Members will be those individuals who are members of this Association by virtue of their membership in another, reciprocal organization with which this Association has entered into an agreement that provides all members of the reciprocal organization the right to participate in the Standard Benefits and Custom-designed Benefits offered by the Association and who (or whose reciprocal association) pay(s) the dues and other fees established from time to time by the Board of Directors for the benefits, programs, privileges and activities specified in such agreement. The members of each reciprocal organization that enters into an agreement with the Association shall be admitted as a separate sub-class of Reciprocal Association Members of the Association. The Board of Directors of the Association is authorized to establish the terms and conditions under which members of reciprocal organizations are admitted to membership in the Association as a separate sub-class of Reciprocal Association Members. Reciprocal Association Members shall have no voting rights on any matter properly brought before the members.

- c. Limited Members (non-voting). Limited Members shall be those individuals, not qualifying for one of the categories of membership set forth above, who join the Association as Limited Members in order to receive the right to participate in a limited benefit, program, privilege or right offered by this Association pursuant and subject to the conditions and dues and other fees or assessments (if applicable) established from time to time by the Board of Directors. The Board of Directors of the Association is authorized to create one or more sub-classes of Limited Members, and each sub-class may have its own distinct benefits, programs, privileges, dues, fees and assessments. Provided, however, that Limited Members shall not have the right to vote on any matter properly brought before the members.

Section 2. **Additional Classes.**

These By-laws shall be amended by affirmative vote of the the Board of Directors and the members, as provided in Section 1 of Article X herein, to create one (1) or more additional classes of membership, and the qualifications and rights of each class shall be as the designated in such amendment. Once a membership class is created, the Board of Directors is authorized to establish sub-classes for each class of members set forth in these By-laws.

Section 3. **Voting and Other Rights.**

The voting and all other rights for all classes of members are as follows:

- a. General Members. The General Members shall have the right to vote on any matter properly brought before the members. Each General Member shall be entitled to one thousand (1,000) votes on each matter submitted to a vote of the members, and the General Members shall elect the Board of Directors who shall control and manage the business and affairs of the Association. The General Members shall also have the right to receive any remaining unencumbered assets of the Association available upon dissolution of the Association, and each General Member of the Association, on the date that the dissolution is authorized by the members, shall be entitled to receive a per capita distribution of these assets.
- b. Reciprocal Association Members. The Reciprocal Association Members shall have no right to vote on any matter properly brought before the members, and shall have no ownership, management or other interests or rights in the Association, except as provided in the agreement entered into by and between the Association and the respective reciprocal organization that each Reciprocal Association Member is also a member of. Whenever any Reciprocal Association Member accepts an offer to participate in the Standard and Custom-designed Benefits offered by the Association, he or she agrees, as an express condition of using the offered benefits, to be bound by and abide by all of the terms, conditions and provisions of said offered

benefits (benefit plans) and these By-laws, including, but not limited to, Section 8 of Article III Member Voting, and Section 13 of Article IV Removal of Directors, and Article IX Compulsory Mediation and Arbitration.

- c. Limited Members. The qualification and rights of all Limited Members shall be determined by the Board of Directors; provided, however, that Limited Members shall have no right to vote on any matter properly brought before the members.

Section 4. **Dues, Fees and Assessments.**

The amount of member dues, fees and other assessments and the rules governing the payment of dues, fees and other assessments shall be established by the Board of Directors, and the Board of Directors may from time to time amend the dues, fees and other assessment amounts and payment rules.

Section 5. **Termination.**

The Board of Directors, in its discretion, has the right and power to terminate any member where the member no longer qualifies under these By-laws or Amendments thereto, or for failure to pay dues, and subject to the following conditions.

- a. Before a member may be terminated for a reason other than nonpayment of dues or other fees, written notice must be given to the member and that member must be given the opportunity to be heard before the Board of Directors at the Board of Directors' next regular meeting following notice.
- b. Any Reciprocal Association Member's membership in the Association is terminated automatically at 12:01 a.m. on the day following any termination of his/her membership in their reciprocal organization without any right to be heard before the Board of Directors of the Association.
- c. The membership in the Association of the Reciprocal Association Members, who are members of a group representing one (1) reciprocal organization, can only be terminated by the Association as a group pursuant to the terms and conditions of the agreement entered into by and between the Association and the reciprocal organization.
- d. Any termination of a member's membership in the Association shall not entitle such member(s) to any refund of dues, or fees, or other assessments, if any, and the member shall lose all privileges and rights of the Association that are applicable to his/her class or sub-class of membership effective at 12:01 a.m. on the day following such termination.

Section 6. Resignation.

The resignation rights of members of the Association are as follows.

- a. Any General Member may resign by filing a written resignation with the Secretary, subject to the terms and conditions set forth in the agreement entered into by and between each General Member and the Association.
- b. Reciprocal Association Members cannot individually resign from membership in the Association, because their membership in the Association is determined by their continued membership in their reciprocal organization and by the terms and conditions of the agreement entered into by and between the Association and their reciprocal organization.
- c. Any resignation of a member's membership shall not entitle such member(s) to any refund of dues, or fees, or other assessments, if any, and the member shall lose all privileges and rights of the Association that are applicable to his/her class or sub-class of membership effective at 12:01 a.m. on the day following such termination.

Section 7. Reinstatement.

Upon written reapplication, a former General Member may request to be reinstated to membership in the Association, but such reinstatement shall require the unanimous affirmative vote of the Board of Directors.

Section 8. Transfer of Membership.

Membership in the Association is not transferable or assignable for all classes and sub-classes of members.

Section 9. Fines & Penalties.

The Board of Directors is authorized to levy reasonable fines or otherwise penalize members of the Association. Provided, however, that no fine or penalty shall be levied until after the Association has provided notice thereof to the member(s) concerned and has afforded the member(s) an opportunity to be heard on the matter. The foregoing notice and hearing provision of this Section 9 of Article II shall not be required as to the levy of a late fee for nonpayment of dues, or fees, or other assessments.

Section 10. Liability of Members.

A member of the Association is not, as such, personally liable for any act, debt, liability, or obligation of the Association. Provided, however, that a member may become liable to the Association for dues, assessments, or fees as provided by Florida Law.

ARTICLE III

Meetings of the 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, at such place, within or without the State of Florida, and on such date as may be determined by the Board of Directors. Failure to hold the annual meeting at the designated time shall not work a discontinuance or dissolution of the Association.

Section 2. Special Meeting.

Special meetings of the members, at any time, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President or by action of the Board of Directors and shall be called by the President or the Secretary at the written request of members having one-half (1/2) of the votes entitled to be cast at such meeting, (or if the number of members entitled to vote at said meeting shall exceed five (5,000) thousand, then by ten thousand five hundred (10,500) members), or as otherwise required by Florida Law.

Section 3. Place of Meeting.

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

Section 4. Notice of Meetings.

The notice requirements for meetings and other Association purposes provided in this Section 4 of Article III, shall supplement the notice provisions of Section 617.0141 of the Florida Not for Profit Corporation Act.

- a. Written or printed notice of each meeting of the members stating the place, day and hour of the meeting shall be delivered, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, not less than ten (10), nor more than sixty (60), days before the date of the meeting, either personally, or by facsimile transmission, or by mail, or by electronic mail, or other form of electronic transmission delivered through the internet, upon each member of record entitled to vote at such meeting, and to any other member to whom the giving of notice may be required by Florida Law. Notice of a Special Meeting shall also state the purpose of purposes for which the meeting is called, and shall indicate that it is being

issued by the person calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereupon prepaid. Notice of a meeting of members, or for any other Association purpose, may also be included in any publication that is distributed to the members either personally, or by facsimile transmission, or by mail, or by electronic mail, or when posted on an electronic network through the internet. Such published notice, if in a comprehensible form, may be substituted for other methods of serving notice of meetings and for any other Association purpose described herein, and it shall fulfill all of the notice requirements of this Section 4 of Article III and Florida Law.

- b. In the event that any Reciprocal Association Members are to be given notice or any other information or report from the Association, as required by Florida Law, then the Association shall deliver the notice, or information, or report to the member's reciprocal organization, and it shall be the reciprocal organization's responsibility to deliver the notice, or information, or report to its members either personally, or by facsimile transmission, or by mail, or by electronic mail, or by posting the notice on an electronic network through the internet. Such notice or other required information or report from the Association may be included in any publication that is distributed by the reciprocal organization to its members either personally, or by facsimile transmission, or by mail, or electronic mail, or when posted on an electronic network through the internet. Such notice or other required information or report from the Association to the Reciprocal Association Members shall be deemed to be effective five (5) days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed, by the reciprocal organization.
- c. For the purposes of sub-sections (a) and (b) in this Section 4 of Article III, written notice from the Association to its members, if in a comprehensible form, is effective:
 - (i) When actually transmitted by facsimile telecommunication, if correctly directed to a number at which the member has consented to receive the notice.
 - (ii) When actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the member has consented to receive notice.
 - (iii) When posed on an electronic network that the member has consented to consult, upon the later of:
 - 1.) Such correct posting; or

- 2.) The giving of a separate notice to the member of the fact of such specific posting; or
- 3.) When correctly transmitted to the member, if by any other form of electronic transmission consented to by the member to whom notice is given.

Section 5. Waiver.

Notice of any meeting of members need not be given to any member who submits a signed waiver of notice either before or after a meeting. The attendance of any member at a meeting of the members, present in person or represented by proxy, shall constitute a waiver of notice by such member.

Section 6. Fixing the Record Date.

For the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of allotting any rights, or for any other purpose required by Florida Law, the Board of Directors shall fix, in advance, a date as the record date for any such determination of members. Such date shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. If no record date is fixed, it shall be determined in accordance with the provisions of Florida Law.

Section 7. Quorum.

The following provision set forth the quorum rules applicable to all meetings and votes of the members of the Association.

- a. Except as otherwise provided by the articles of incorporation, at all meetings of the members of the Association, the presence at the commencement of such meeting, in person or by proxy, of members holding a majority of the voting power of the Association as recorded in the records of the Association and entitled to vote, shall be necessary and sufficient to constitute a quorum for the transaction of any business. The withdrawal of any member entitled to vote after commencement of any meeting of the members shall no effect on the existence of a quorum, after quorum has been established at such meeting. In the event that there is an absence of a quorum at the commencement of any meeting of the members of the Association, the members present who are entitled to vote may vote to adjourn the meeting by majority of the votes cast of the members entitled to vote who are present.
- b. Any amendment to the articles of incorporation or these By-laws that changes or deletes a greater quorum or voting requirement must meet the same quorum or voting requirement and be adopted by the same vote and voting

groups required to take action under the quorum and voting requirements prescribed in the provision being amended.

Section 8. **Member Voting.**

Except as otherwise provided by statute or by the articles of incorporation, the following sub-sections set forth the rules that shall govern all voting matters for the Association.

- a. Manner of Acting. The election of directors and all other action required to be taken by the members of the Association, shall only be adopted by a majority of the votes cast by the members who are entitled to vote thereon at any meeting of the members where a quorum is present and this meeting vote shall constitute the act of the members of the Association.
- b. Voting Power. At each meeting of the members, each holder of record of a General Membership in the Association entitled to vote shall be entitled to one thousand (1,000) votes on each matter submitted to a vote of the members.
- c. Proxy. Each member entitled to vote or to express consent or dissent without a meeting, may do so by proxy; provided, however, that the instrument authorizing such proxy to act shall have been executed in writing by the member himself or herself, or by his or her attorney-in-fact duly authorized in writing. Such original executed proxy shall be filed with the Secretary of the Association before or at the time of any meeting of the members. No telegraphic or facsimile proxies shall be valid, and no proxies with printed or typed signatures will be valid. An appointment of a proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless coupled with an interest, or unless the person executing it specifies therein the length of time for which it is to continue in force, which in no case can exceed one (1) year from the date of its execution. Every proxy shall be revocable at the pleasure of the member executing it, unless the proxy states that it is irrevocable, or as otherwise provided by Florida Law.
- d. Action by Written Consent. Any action that may be taken at any annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes from members entitled to vote on such action, and delivered to the Association to either its principal office in this state, its principal place of business, the corporate secretary, or other officer or agent of the Association having custody of the Record Book in which proceedings of meetings of members are recorded. Written consent shall not be effective

to take the Association action referred to in the consent unless the consent is signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered to the Association in the manner required by this sub-section. A consent signed pursuant to this sub-section has the effect of a meeting vote and may be described as such in any document.

- e. Mail Ballots. In all matters to be brought before the membership for a vote, the vote may be taken by mail ballot in-lieu-of a formal meeting, provided that any vote of the members taken by mail ballot shall be evidenced by the written ballots describing the action taken that are dated and signed by the approving members entitled to vote on such action and shall only be adopted by a majority of the votes cast by the members who are entitled to vote thereon. The ballots, and a description of the matter(s) to be voted on, shall be delivered to the members entitled to vote at least thirty (30) days prior to the return deadline for the mail ballots, and the return deadline shall be no later than sixty (60) days from the date the ballots are delivered to the members. The Secretary shall file a tabulation of the results of the mail ballots with the minutes of the meetings of the membership. A Mail Ballot signed pursuant to this sub-section has the effect of a meeting vote and may be described as such in any document.

- f. Matters Reserved to Membership Vote. The following matters shall be authorized only upon a vote “thereon” by the General Members at a meeting called to consider such matter.
 - (i) Any amendment to the Association’s articles of incorporation;
 - (ii) The election of the Board of Directors;
 - (iii) To authorize, approve or ratify any contract or other transaction Between the Association and any interested party with a conflict of interest pursuant to Section 617.0832 (1) (b);
 - (iv) Any resolution to dissolve the Association; and
 - (v) Any other matter which the Board of Directors, in their sole discretion, by resolution shall commit to a vote of the General Members.

g. Special Voting Provision for Removal of Directors. Section 617.0808 of the Florida Not For Profit Corporation Act may be interpreted to authorize each Reciprocal Association Member and Limited Member, if any, to cast one (1) vote for the removal of each director and one (1) vote for the election of a replacement for each director removed, by operation of this provision of Florida Law, at a special meeting of the members called for this limited purpose, which conflicts with the terms of these By-laws. Accordingly, Section 617.0808 shall be deemed to amend these By-laws for the limited purpose of providing Reciprocal Association Members and Limited Members the limited right to vote for the removal of directors and the election of a replacement for each director removed, at a special meeting of the members called for this purpose, pursuant to Section 2 of Article III herein. Furthermore, this limited amendment to these By-laws grants an additional limited voting right to Reciprocal Association Members and Limited Members, but it does not affect any of the other provisions of these By-laws described below.

- (i) The provisions of Section 617.0808 of the Florida Not For Profit Corporation Act provides a limited voting right by operation of law, and Section 617.0808 does not confer any other ownership, management, or other interest or rights in the Association upon the Reciprocal Association Members and/or the Limited Members that are not specifically conferred in these By-laws.
- (ii) The provisions of Section 617.0808 of the Florida Not For Profit Corporation Act grants an additional voting right to Reciprocal Association Members and Limited Members, but Section 617.0808 does not provide any Reciprocal Association Member and/or Limited Member the right to cast a vote for any other matter that is reserved for a membership vote pursuant to Sub-section 8 (f) herein of this Article III.
- (iii) The provisions of Section 617.0808 of the Florida Not For Profit Corporation Act shall not be construed to change or alter, or affect in any way, the voting power of the General Members as set forth in Section 8 (b) of Article III at any vote for the removal of directors and the election of a replacement for each director at any special meeting of the members where the provisions of Section 617.0808 are applicable or for any other matter that shall properly come before the membership for a vote at any meeting of the members. In summary, Section 617.0808 grants limited voting rights, by operation of law, to Reciprocal Association Members, but Section 617.0808 does not change or alter the existing voting rights of the General Members on any matter that shall properly come before the membership for a vote.

- (iv) The provisions of Section 617.0808 of the Florida Not For Profit Corporation Act shall be interpreted and implemented in accordance with the existing definitions and provisions set forth in Article III of these By-laws that govern special meetings, place of meeting, notice of meetings, waiver, fixing the record date, quorum, and member voting. In other words, Section 617.0808 grants a limited voting right, by operation of law, to Reciprocal Association Members and Limited Members, but the limited additional voting right granted to Reciprocal Association Members and Limited Members can only be exercised pursuant to and subject to all of the existing provisions of Article III of these By-laws.

ARTICLE IV

Board of Directors

Section 1. Duties and Powers.

The property, business, affairs and interests of the Association shall be controlled and managed by a board of directors, and the Association's Board of Directors may exercise all of the powers of the Association, except those powers expressly conferred upon or reserved to the members set forth in its articles of incorporation.

Section 2. Number, Tenure, Qualification and Term.

The Board of Directors shall consist of not less than three (3) persons and not more than seven (7) persons. The first Board of Directors shall serve until the later of a one (1) year term or until the first annual meeting of the members. The aggregate size and composition of the Board of Directors shall only be changed by action to amend this Section 2, Article IV of the By-laws in accordance with the provisions of Section 617.1002 of the Florida Not for Profit Corporation Act and Article X of these By-laws. The Board of Directors, however, shall have the authority to fix the number of directors who shall comprise the entire Board of Directors at any given time by resolution, so long as, this total number of Directors falls within the prescribed range set forth herein. At each annual meeting of the members commencing after the first year, one-third of the directors shall be elected for a staggered term of two (2) years. The term of each newly elected member of the Board of Directors shall commence on the day of such member's election and shall continue until the day of the election and qualification of the director's successor, or until his or her earlier resignation, removal from office, or death. The directors, who are to be elected at each annual meeting of the members, shall only be elected by a majority of the votes cast by the members who are entitled to vote thereon at any meeting of the members where a quorum is present. A director may be elected to succeed himself or herself in office, except for the limited circumstance when Section 617.0808 (5) of the Florida Not For Profit Corporation Act is applicable.

Section 3. Annual Meeting.

Regular annual meetings of the Board of Directors shall be held immediately following 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 shall be held without additional notice than the notice provided in these By-laws.

Section 4. Regular Meeting and Notice.

The Board of Directors may provide by resolution for the holding of regular meetings of the Board of Directors, and may fix the time and place thereof. Notice of regular meeting shall not be required to be given and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time of any regular meeting, notice of such action shall be given to each director, who shall not have been present at the meeting at which such action was taken, in the manner set forth in Section 6 of this Article IV, unless such notice shall be waived.

Section 5. Meeting and Notice.

Special meetings of the Board of Directors may be called by or at the request of the Chairman (if there shall be one), or 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. Notice of special meetings shall be delivered to each director, at least five (5) business days before the day on which the meeting is to be held. The notice of a special meeting need not describe the purpose of the special meeting, and it shall not be required to be given to any director who shall attend such meeting, or submits a signed waiver of notice.

Section 6. Delivery of Notice.

The notice requirements for meetings and other Association purposes provided hereinafter, shall supplement the notice provisions of Section 617.0141 of the Florida Not for Profit Corporation Act.

- a. Written or printed notice that may or shall be sent out concerning any meeting of the directors, stating the place, day and hour of the meeting, shall be delivered, either personally, or by facsimile transmission, or by mail, or by electronic mail, or other form of electronic transmission delivered through the internet, upon each member of the Board of Directors entitled to vote at such meeting, and to any other person to whom the giving of notice may be required by Florida Law. If mailed, such notice shall be deemed to be delivered five (5) days after its deposit in the United States mail, as evidenced by the postmark, when addressed to the director(s) at his or her address as it appears on the records of the association, with postage thereupon prepaid.

- b. For the purposes of sub-sections (a) in this Section 6 of Article IV, written notice from the Association to its directors, if in a comprehensible form, is effective:
 - (i) When actually transmitted by facsimile telecommunication, if correctly directed to a number at which the director has consented to receive the notice.
 - (ii) When actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the director has consented to receive notice.
 - (iii) When posed on an electronic network that the director has consented to consult, upon the later of:
 - 1.) Such correct posting; or
 - 2.) The giving of a separate notice to the director of the fact of such specific posting; or
 - 3.) When correctly transmitted to the director, if by any other form of electronic transmission consented to by the director to whom notice is given.

Section 7. Presiding Officer.

At all meetings of the Board of Directors, the Chairman, if present, shall preside. If there shall be no Chairman, or he or she shall be absent, then the President shall preside. In the President's absence, the Chairman for the meeting shall be chosen by majority vote of the directors present.

Section 8. Quorum and Adjournments.

At all meetings of the Board of Directors, the presence of a majority of the number of directors prescribed by these By-laws in Section 2 of Article IV shall be necessary to constitute a quorum for the transaction of business, except as otherwise provided by Florida Law, or by the articles of incorporation. (The actual number of directors who will comprise the entire Board of Directors, at any given time, shall be established by resolution of the Board of Directors pursuant to the provisions of Section 2 of Article IV herein.) A majority of the directors present at any regular or special meeting of the Board of Directors, although less than a quorum, may adjourn the meeting from time to time until a quorum shall be present. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment unless the time and place of the adjourned meeting are announced at the time of the adjournment to the other directors. Provided, however, that any contract or transaction entered into by the Association with an interested party who has a conflict of interest, shall be authorized, approved or ratified by the affirmative vote of the disinterested directors, and the quorum requirement for this meeting or action by consent shall be lowered to one-third (1/3) of the prescribed number of directors determined in accordance with Section 2 of Article IV of these By-laws and Section

617.0824 (2) of the Florida Not For Profit Corporation Act. Provided, further, that one (1) disinterested director shall be sufficient for a quorum if the Board of Directors consists of three (3) members, and the vote of one (1) disinterested director shall be sufficient to authorize, approve or ratify any such contract or transaction, provided that a quorum is present for the transaction of business.

Section 9. Manner of Acting.

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, except as otherwise provided for by Florida Law, or by the articles of incorporation. In all matters coming before the Board of Directors, each director shall be entitled to cast one (1) vote.

Section 10. Waiver of Notice.

Attendance of a director at any meeting shall constitute a waiver of notice, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 11. Vacancies.

Vacancies of the members of the Board of Directors created by death, resignation, removal of a director or otherwise, may be filled by a majority vote of the remaining directors then in office, even if less than a quorum, and each director so chosen shall hold office and serve for the unexpired term of the director whose place is vacant. Newly created directorships may be filled by the Board of Directors, but only for a term of office continuing until the next election of directors by the members, or if the Association has no members or no members having the right to vote thereon for such term of office as provided in the articles of incorporation, or these By-laws, or the authorizing resolution that established the newly created directorship.

Section 12. Resignation.

Any director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Association. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of such resignation shall not be necessary to make it effective.

Section 13. Removal.

Any director may be removed, with or without cause, at any time by the members holding a majority of the voting power entitled to vote at an election of directors, at a special meeting of the members called for that purpose, and may be removed for cause by action by the Board of Directors. This Section 13 of Article IV shall also include by this reference the provisions of Section 617.0808 of the Florida Not For Profit Corporation Act, which provisions of law shall be interpreted and implemented in accordance with the existing definitions and provisions set forth in Article III of these By-laws that govern special meetings, place of meeting, notice of meetings,

waiver, fixing the record date, quorum, and member voting. In the event that Section 617.0808 shall be interpreted to authorize each Reciprocal Association Member and Limited Member, if any, to cast one (1) vote for the removal of each director and one (1) vote for the election of a replacement for each director removed pursuant to Section 617.0808 of Florida Law, then this provision of Florida Law shall not be construed to change or alter, or affect in any way, the voting power of the General Members as set forth in Section 8 (b) of Article III at any vote for the removal of directors and the election of a replacement for each director removed pursuant to Section 617.0808.

Section 14. Compensation.

Directors as such shall not receive any stated salaries for their services, and they shall not be employees of the Association when acting in their capacity as a director. The Directors will be paid an annual fee for serving as director and the expenses of attendance, if any, for each meeting of the Board of Directors, and the Board of Directors shall have the absolute authority to fix the compensation of directors. This compensation shall be paid and reported as IRS Form 1099 Miscellaneous Income. Nothing contained in this Section 14 of Article IV of the By-laws shall be construed to preclude any director from serving the Association in any other capacity, including as an employee, and receiving compensation therefore upon approval of the Board of Directors.

Section 15. Contracts.

The following rules apply to all director conflicts of interest concerning contracts or transactions entered to by the Association in compliance with the applicable provisions of Section 617.0832 of the Florida Not For Profit Corporation Act.

- a. No contract other transaction between the Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such director or directors are present at the meeting of the board of directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction, or because his or her or their votes are counted for such purpose, if:
 - (i) The fact that such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves, or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested directors;
 - (ii) The fact of such relationship or interest is disclosed or known to the members entitled to vote on such contract or transaction, if any, and they authorize, approve, or ratify it by vote or written consent; and

- (iii) The contract or transaction is fair and reasonable as to the Association at the time it is authorized by the Board of Directors, a committee, or the members, if applicable.
- b. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves, or ratifies such contract or transaction.
- c. This Section 15 of Article IV shall not be construed to invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law applicable thereto.

Section 16. 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 a 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 17. Action by Written Consent.

Any action which is required to be or may be taken at a meeting of the directors, or of the executive committee or any other committee of the directors, if any, 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, and may be stated as such in any certificate or document. The Secretary shall file the consents in the Association's Record book with the minutes of the meetings of the Board of Directors or of the committees as the case may be.

Section 18. Committees.

The Board of Directors has the power to create one or more committees according to the following rules and in compliance with Section 617.0825 of the Florida Not for Profit Corporation Act.

- a. Unless the articles of incorporation or these By-laws otherwise provide, the Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the articles of incorporation or the By-laws of the Association, shall have and may exercise all the authority of the Board of Directors, except that no such committee shall have the authority to:

- (i) Approve or recommend to members actions or proposals required by this act to be approved by members.
 - (ii) Fill vacancies on the Board of Directors or any committee thereof.
 - (iii) Adopt, amend, or repeal the By-laws.
- b. Unless the articles of incorporation or the By-laws or the Board of Directors' authorizing resolution that established the committee provides otherwise, the provisions of Article IV which govern meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, apply to committees and their members as well.
- c. Any action authorized in writing by all of the members of a committee and filed with the minutes of the committee shall be the act of the committee with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the committee.

ARTICLE V

Committees

Section 1. Executive Committee.

The Board of Directors, by vote of a majority of the entire Board of Directors, may provide for an Executive Committee of three (3) or more directors. If provision be made for an Executive Committee, the Board of Directors shall elect the members thereof to serve during the pleasure of the Board of Directors, and may designate one (1) of such members to act as Chairman. Vacancies in the Committee shall be filled by the Board of Directors. During the intervals between meetings of the Board of Directors, the Executive Committee shall possess and may exercise any or all of the powers of the Board of Directors in the management of the business and affairs of the association, to the extent authorized by resolution adopted by a majority of the entire Board of Directors. The Executive Committee shall keep a full and fair record of its transactions. All actions shall be reported to the Board of Directors at its next meeting succeeding such action, and shall be subject to revision and alteration by the Board of Directors, provided that no rights of third persons shall be affected by any such revision or alteration. The presence of a majority of the number of directors of the Executive Committee prescribed in the action by the Board of Directors to authorize the creation of the Executive Committee and fixing the number of members shall be necessary and sufficient to constitute a quorum.

Section 2. Standing or Special Committees.

The Board of Directors, by resolution, may provide for such other standing or special committees of two (2) or more persons as it deems desirable, and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties, not inconsistent with Florida Law, as may be assigned to it by the Board of Directors. Except as otherwise

directed by the Board of Directors, the President shall appoint the Chairman of all standing or special committees from among the directors of this Association and each such Chairman shall choose the members of the Chairman's committee, who need not be directors of this association.

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. Telephonic Participation in Meeting.

Participation of any one or more members of a committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time, shall constitute a director's or member's presence in person at any such meeting.

Section 5. Action by Written Consent.

Any action authorized in writing by all of the members of a committee and filed with the minutes of the committee shall be the act of the committee with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the committee.

Section 6. Rules.

Each committee may adopt rules for its own government not inconsistent with these By-laws or with the rules adopted by the Board of Directors for each committee.

ARTICLE VI

Officers

Section 1. Number and Qualification.

The officers of the association shall be a President, a Secretary and a Treasurer, and such other additional Vice-Presidents or assistant officers as the Board of Directors may from time to time elect. If more than one (1) Vice-President be elected, the Board shall at the time of said election further determine the seniority of each of said Vice-Presidents.

Section 2. Annual Election.

The officers shall be elected annually by the Board of Directors at its annual meeting. A failure to elect annually a President, Treasurer, Secretary or other officers or agents shall not dissolve this Association. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the directors then in office, whenever in their judgment the best interests of the Association will be served thereby.

Section 3. Term of Office.

The officers shall hold office at the pleasure of the Board of Directors, and until the annual meeting of the Board of Directors next succeeding his or her election, and until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal.

Section 4. Resignation.

Any officer may resign at any time by giving written notice thereof to the Board of Directors, the President or the Secretary of the Association. Such resignation shall take effect upon receipt thereof by the Board of Directors or by such officer, unless otherwise specified in such written notice. The acceptance of such resignation shall not be necessary.

Section 5. Removal.

Any officer, whether elected or appointed by the Board of Directors, may be removed by the Board of Directors, with or without cause, and a successor elected by the Board of Directors at any time.

Section 6. Vacancy.

In case any office shall become vacant by reason of the death, resignation, inability to act, disqualification, or any other cause, the Board of Directors, by vote of the majority of the directors present at a meeting at which a quorum is present, may choose a successor or successors for the unexpired portion of the term.

Section 7. Duties.

Unless otherwise provided by the Board of Directors, officers of the Association each shall have the powers and duties as generally pertain to their respective offices, such powers and duties as may be set forth in these By-laws, and such powers and duties as may be specifically provided for by the Board of Directors.

Section 8. Sureties and Bonds.

At the request of the Board of Directors, any officer, employee or agent of the Association shall execute for the Association a bond in such sum, and with sufficient surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of the duties to the Association of his or her office, including responsibility for negligence and for the accounting for all property, funds or securities of the Association which may come into his or her hands.

ARTICLE VII

Duties of Officers

Section 1. President.

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the directors and shall have general supervision of the business and finances of the Association and shall see that all orders and resolutions of the Board of Directors are carried into effect, subject, however, to the right of the directors to delegate any specific powers to any other officer or officers of the Association except such as may be by statute exclusively conferred upon the President.

Section 2. Vice-President(s).

The Vice-President(s) shall perform such duties as shall be assigned to them and shall exercise such powers as may be granted to them by the Board of Directors or by the President. In the absence of the President, the Vice-President(s), in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President.

Section 3. Secretary.

The Secretary shall act as clerk at all meetings of the Board of Directors, and of the Executive Committee, if any, and shall record all votes and the minutes of all proceedings in a Record Book to be kept for that purpose. The Secretary shall perform such other duties as may be prescribed from time to time by the Board of Directors, Executive Committee or the President, under whose supervision the Secretary shall be. The Board of Directors and the Executive Committee, if any, may designate any of their members to act as Temporary Secretary in the absence of the Secretary at any meeting.

Section 4. Treasurer.

The Treasurer shall be the chief financial officer of the Association. The Treasurer shall have custody of the Association's funds and shall keep accurate accounts of receipts and disbursements in books to be maintained by him for such purpose; the Treasurer shall deposit all monies and other valuable effects of the Association in the name and to the credit of the Association in depositories designated by the Board of Directors or the Executive Committee, if any. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors or the Executive Committee, if any, and shall render to the President, Board of Directors and Executive Committee at regular or special meetings thereof, an accounting of all the transactions conducted by the Treasurer and of the financial condition of the Association.

ARTICLE VIII

Other Provisions

Section 1. **Fiscal Year.**

The fiscal year of the Association shall be determined by resolution of the Board of Directors, from time to time, subject to applicable law.

Section 2. **Seal.**

The Board may provide a corporate seal, circular in form, having inscribed thereon the corporate name, the year of its incorporation and the words "Corporate Seal, Florida".

Section 3. **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 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 of the Association or the President.

Section 4. **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, located in the continental United States, as the Board of Directors may select.

Section 5. **Emergency By-laws.**

Unless the articles of incorporation provide otherwise, the Board of Directors of the Association may adopt by-laws to be effective only in an "Emergency" (as defined herein) pursuant to the provisions of Section 617.0207 of the Florida Not For Profit Corporation Act. An Emergency is defined as and exists for the purposes of Section 617.0207 if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

Section 6. **Dividends.**

The Association may not pay a dividend, and any part of the income or profit of the Association may not be distributed to its members, directors or officers.

Section 7. Indemnification.

The Association shall indemnify to the full extent authorized or permitted by the laws of the State of Florida as now in effect or as hereafter amended any person made or threatened to be made a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, including an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association or serves any other enterprise as such at the request of the Association. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled apart from this Article VIII. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent and shall inure to the benefit of the heirs, the executors and administrators of such a person.

Section 8. Association Records & Inspection of Records by Members.

The Association shall keep as records all of the information set forth in Section 617.1601 of the Florida Not for Profit Corporation Act. A member of the Association is entitled to inspect and copy, during regular business hours, at the principal office of the Association certain specified records of the Association, provided, however, that any member who requests to inspect and copy Association Records meets the requirements of Section 617.1602 and Section 617.1603 of the Florida Not For Profit Corporation Act. The Association may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the member, which charges may not exceed the estimated cost of production or reproduction of the records.

Section 9. Financial Reports.

The Association shall deliver, by June 1st of each year to each member, a complete financial report of actual receipts and expenditures for the previous fiscal year ending on December 31st. The financial report shall be delivered to the members by using one or more of the notice delivery methods set forth in Section 4 of Article III herein. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications.

Section 10. Annual Report.

The Association shall deliver, to the Florida Department of State, for filing, between January 1st and May 1st of each year following the calendar year of incorporation an annual/uniform business report that sets forth the information required by Section 617.1622 of the Florida Not for Profit Corporation Act.

Section 11. Membership Certificates.

The Association may issue certificates in any form evidencing membership in the Association, subject to authorization and approval of the Board of Directors. The Association shall not issue membership certificates to General Members. The Association may, at the

discretion of the Board of Directors, issues membership certificates to Reciprocal Association Members and Limited Members, provided, however, that any membership certificates issued by the Association are not transferable.

Section 12. Choice of Law, Jurisdiction and Venue.

These By-laws shall be governed, construed and interpreted pursuant to the laws of the State of Florida which are applicable to agreements made and to be performed entirely within the State of Florida. The members of the Association agree, as an express condition precedent to becoming a member of the Association, that any suit, action or proceeding arising out of or relating to these By-laws and/or their membership in the Association shall be instituted only in the United States District Court for the Middle District Of Florida at the US Courthouse located in Tampa or in the Florida State Court for the Thirteenth Judicial Circuit located in Hillsborough County, Florida. Each member has also agreed to waive, as an express condition precedent to becoming a member of the Association, any objection he or she may have now or hereafter to the venue of any such suit, action or proceeding, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

ARTICLE IX

Binding Mediation and Arbitration

Section 1. Covered Persons and Entities.

The mediation and arbitration provisions of this Article IX of the By-laws are the sole mandatory methods of dispute resolution for all members of the Association and any other party who may also be contractually bound by these dispute resolution provisions. The provisions of this Article IX shall be binding on all members of this Association as an express condition precedent to becoming a member of the Association. The General Members shall acknowledge their consent to be bound by the provisions of this Article IX in their agreement with the Association. In addition, whenever the Reciprocal Association Members and Limited Members, if any, accept an offer to participate in the Standard and Custom-designed Benefits offered by the Association, he or she agrees to be bound by and abide by all of the terms of these By-laws including, but not limited to, the Binding Mediation and Arbitration provisions of this Article IX. Furthermore, other individuals and entities may also agree be bound by the provisions of this Article IX pursuant to the terms of a written agreement that they enter into with the Association. Finally, for the purposes of this Article IX only, any individual or entity that is bound by the provisions of this Article IX shall be referred to as a "Party" and this individual and/or entity and the Association shall collectively be referred to as "Parties" hereinafter in this Article IX. The term Party or Parties as used herein shall include the respective employees, officers, directors, attorneys and other agents or assigns of any Party together with any member or other individuals or entities that are contractually bound by the provisions of Article IX.

Section 2. **Mediation.**

If a dispute arises from or relates in any way to the relationship between the Party and the Association, and, if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association (hereinafter "AAA") under the Commercial Mediation Procedures contained in the AAA's Commercial Arbitration Rules and Mediation Procedures in effect on the date these By-laws, as Amended, are adopted, before either Party shall commence an arbitration proceeding pursuant to the provisions of Section 3 of this Article IX. The mediation process shall begin when one Party shall first give a written notice (a "Dispute Notice") to the other Party setting forth the nature of the dispute, and the applicable statute of limitations requirements of filing a notice of claim with respect to the dispute submitted to mediation shall be suspended (tolled) until the conclusion of the mediation process upon service of the Dispute Notice on the other Party to the proposed mediation. The Parties shall then attempt in good faith to resolve the dispute by commencing mediation under the Commercial Mediation Procedures contained in the AAA's Commercial Arbitration Rules and Mediation Procedures, and the place of the mediation shall be held in Tampa, Florida at a location selected by the AAA's Orlando Florida Office. If the Parties cannot agree on the selection of a mediator within twenty (20) days after delivery of the Dispute Notice, the AAA will appoint a qualified mediator from the AAA National Panel of Mediators. If the dispute has not been resolved by mediation as provided above within sixty (60) days after the delivery of the Dispute Notice, then the dispute shall be determined by arbitration in accordance with the provisions of Section 3 below. The mediator involved in the Parties' mediation shall not be allowed to serve as the arbitrator.

Section 3. **Arbitration.**

Any unresolved controversy, claim or dispute of whatever nature arising between the Parties, including but not limited to those arising out of or relating to the Association and/or the products or services provided through the Association by its third party vendors, or the construction, interpretation, performance, breach, termination, enforceability or validity of these By-laws or the mediation and arbitration provisions contained in Article IX of these By-laws, whether such claim existed prior to or arises on or after the date these By-laws, as Amended, are adopted, including the determination of the scope of this agreement to arbitrate, which is not settled through mediation as provided in Section 2 above shall be settled by arbitration in Tampa Florida and shall be administered by the AAA's Orlando Florida Office. The dispute shall be heard and determined by one (1) arbitrator unless any party's claim or counterclaim exceeds five hundred thousand dollars (USD\$500,000.00), exclusive of interest or attorney's fees, then the dispute shall be heard and determined by a panel of three (3) arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association and its Supplementary Procedures for Large, Complex Disputes, except that every person named on all lists of potential arbitrators shall be a neutral and impartial lawyer with excellent academic and professional credentials (i) who has practiced law for at least Fifteen (15) years, specializing in either general commercial litigation or general corporate and commercial matters, with experience in the field of insurance law and (ii) who has had experience, and is generally available to serve, as an arbitrator. The arbitrator(s) shall base their award on applicable law and judicial precedent, shall include in such award the findings of fact and conclusions of law upon which the award is based

and shall not grant any remedy or relief that a court could not grant under applicable law. Provided, however, that the arbitrator(s) is/are not empowered and shall not have the authority to award damages (such as punitive, exemplary or statutory damages) in addition to compensatory damages, and each party hereby irrevocably waives any right to recover such damages to any dispute resolved by arbitration pursuant to this Article IX. Provided further, however, that the arbitrators are also not empowered and shall not have the authority to order specific performance of any obligation or duty of any Party to an arbitration pursuant to this Section 3 other than the direction to pay a monetary amount or to issue injunctions in connection therewith or otherwise. Any arbitration award or portion thereof, whether preliminary or final, shall be in writing signed by each arbitrator. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Section 4. Judicial Review.

Notwithstanding the foregoing, in the event the dispute submitted to arbitration is determined by one arbitrator or other than by the unanimous decision of three arbitrators, upon the application by either party to a court for an order confirming, modifying or vacating the award, the court shall have the power to review whether, as a matter of law based on the findings of fact determined by the arbitrator(s), the award should be confirmed or be modified or vacated in order to correct any errors of law made by the arbitrator(s). In order to effectuate such judicial review limited to issues of law, the Parties agree (and shall so stipulate to the court) that the findings of fact made by the arbitrator(s) shall be final and binding on the parties and shall serve as the facts to be submitted to and relied on by the court in determining the extent to which the award should be confirmed, modified or vacated.

Section 5. Costs.

The costs of mediation and arbitration, including the fees and expenses of the mediator and arbitrator(s) and the cost of a stenographic record of all arbitration proceedings, shall be borne by the Parties to the mediation and arbitration in equal shares with each Party to the arbitration bearing the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs. Provided, however, that if either Party fails to proceed with mediation or arbitration as provided herein or unsuccessfully seeks to stay such mediation or arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other Party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other Party in successfully compelling such mediation or arbitration or defending against the attempt to stay, vacate or modify such mediation or arbitration award and/or successfully defending or enforcing the award.

Section 6. General Provisions.

The following terms and conditions shall apply to all arbitration proceedings commenced pursuant to this Article IX.

- a. Governing Law. The arbitrator(s) shall give effect to the substantive law of the State of Florida, including, but not limited to, conflicts of law provisions, statutes of limitation, and matters pertaining to the validity of the mediation and arbitration provision in Article IX in determining matters submitted to mediation and arbitration hereunder; provided, however, that the Federal Arbitration Act (Title 9 U.S.C.), to the extent inconsistent, will supersede the laws of the State of Florida and govern for all matters that touch and concern interstate commerce. In doing so, the arbitrator(s) shall not be required to do independent legal research, and shall be entitled to rely upon briefs and memoranda of law submitted by counsel to the Parties.
- b. Document Discovery. In any arbitration pursuant to Article IX, discovery of relevant and non-privileged documents shall be permitted at the discretion of the arbitrator(s) with an end to providing the arbitrator(s) with relevant facts regarding any dispute or controversy that is arbitrable hereunder. Each Party will, upon the written request of the other Party, promptly provide the other Party with copies of documents relevant to the issues raised by any claim or counterclaim on which the producing party may rely in support of or in opposition to any claim or defense. With respect to disputes arbitrated wherein the amount in controversy (from all claims and counterclaims) is at least two hundred fifty thousand dollars (USD\$250,000.00), discovery proceedings of the type provided by the Federal Rules of Civil Procedure shall be permitted at the discretion of the arbitrator(s). In resolving disputes over discovery, the arbitrator(s) shall give great weight to whether requested discovery would under the circumstances be available under applicable law. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator(s), which determination shall be conclusive. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator(s) except with permission of the arbitrator(s), and for good cause shown.
- c. Depositions. At the request of a Party, the arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator(s) deem(s) such additional discovery relevant and appropriate. Depositions shall be limited to a maximum of five (5) per Party and shall be held within thirty (30) days of the making of a request. Additional depositions may be scheduled only with permission of the arbitrator(s), and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information.
- d. Witness Testimony. The testimony of witnesses in any arbitration pursuant to Article IX shall be subject to cross-examination. Notwithstanding the foregoing, the testimony of any witness may be submitted through previously-taken deposition, provided such deposition is authorized by the

arbitrator(s) and the opportunity for cross-examination is given at such deposition.

- e. Consolidation. Any dispute or controversy that exists by and between the Association and a member that arises out of or relates in any way to the delivery of any product or service offered through the Association to a member by a third-party vendor may only be consolidated with another individual arbitration proceeding that may exist by and between the same member and the same third-party vendor concerning the same subject matter. In other words, no consolidation of multiple members' claims is permitted by this Sub-section 6(e). The Association shall have the sole right to elect consolidation in this particular circumstance, on behalf of itself and its member, without requiring any additional consent from its member.
- f. Duration of Arbitration Proceeding. The award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand), and the arbitrator(s) shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties or by the arbitrator(s) if necessary.
- g. Stenographic Record. There shall be a stenographic record made of each arbitration proceedings, and this transcript shall be the official record of these proceedings. Each party shall share the cost for the stenographic record equally.
- h. Confidentiality. The Parties and the arbitrator(s) shall treat all aspects of the arbitration proceedings, including without limitation, discovery, testimony, and other evidence, briefs and the award, as strictly confidential, and neither Party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Provided, however, that any award or order rendered by the arbitrator(s) pursuant to the terms of the Article IX of these By-laws may be entered as a judgment or order in court as provided in Section 3 herein and/or other information concerning the arbitration may also be disclosed and filed in court for any other purpose set forth in Sections 4 and 5 herein.
- i. "Baseball Arbitration". In the event that the controversy or dispute giving rise to any mediation/arbitration pursuant to this Article IX concerns compensation either owed by the Association to any employee, officer, agent or member or compensation owed to the Association by any employee, officer, agent or member, then the arbitrator(s) shall have the authority, in the arbitrator(s)' sole discretion, to settle this monetary dispute through "Baseball Arbitration" as follows. The arbitrator(s) shall require each Party to submit to the arbitrator(s) and exchange with each other in advance of the hearing their last, best offers. The arbitrator(s) shall then be limited to awarding only one

or the other of the two figures submitted as the final determination of the arbitrator(s).

- j. Survivability. The Parties agree that the duty to mediate and arbitrate disputes hereunder extends beyond the expiration or termination of any member's membership in the Association, the expiration and or termination of any contractual agreement that binds the Parties to the mediation and arbitration provisions of this Article IX, and beyond the date of fulfillment of any repayment obligations of any Party hereunder.
- k. Severability. If any provision of this Article IX is found to be invalid or unenforceable under any law or statute consistent with the Federal Arbitration Act, the remainder of this Article IX shall be enforceable without regard to such invalid or unenforceable provision, because the provisions in this Article IX are severable.
- l. Class Claims. No Party that is bound by this Article IX shall be permitted to bring a class action or other representative action in court such as that in the form of a private attorney general action, nor will a Party be able to bring any claim in arbitration as a class action or other representative action concerning any matter that arises from or relates in any way to the Association and/or the products or services provided through the Association by its third party vendors. In addition, a Party shall not be permitted to be part of any class action or other representative action brought by anyone else or be represented in a class action or other representative action concerning any matter that arises from or relates in any way to the Association and/or the products or services provided through the Association by its third party vendors. In the event that a court having jurisdiction shall direct the Parties to the underlying dispute to submit any aspect of their dispute involving class claims, consolidation, joinder, or the enforceability of such provisions to arbitration pursuant to the mandatory binding mediation and arbitration provisions of this Article IX, then this class arbitration shall be administered by the Providence, Rhode Island, office of the AAA pursuant to its Supplementary Rules for Class Arbitration and the class arbitration proceedings shall be held in Tampa Florida.
- m. Claims Covered. The provisions of this Article IX governs all unresolved controversies, claims or disputes (collectively "Claims") whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. In addition, provisions of this Article IX includes Claims that arose in the past, or arise in the present or the future, and the term Claim is to be given the broadest possible meaning pursuant to this Article IX.

ARTICLE X

Amendments

Section 1. By-laws.

These By-laws may be altered, amended, repealed or replaced by new By-laws, from time to time, pursuant to the following provisions unless the articles of incorporation provide an alternate procedure.

- a. If there are members entitled to vote on a proposed amendment to the By-laws, the Board of Directors must first adopt a resolution setting forth the proposed amendment declaring its advisability and directing that it be submitted to a vote at a meeting of the members entitled to vote on the proposed amendment, which may be either an annual or special meeting. Written notice setting forth the proposed amendment or a summary of the changes to be affected by the amendment must be given to each member entitled to vote at such meeting in accordance with the articles of incorporation and these By-laws. The proposed amendment (including new Amended And Restated By-laws) shall be adopted by a majority of the votes cast by the members who are entitled to vote thereon at any meeting of the members where a quorum is present upon receiving at least a majority of the votes which members present at such meeting or represented by proxy are entitled to cast; or
- b. If there are no members or if members are not entitled to vote on proposed amendments to the By-laws, an amendment (including new Amended And Restated By-laws) may be adopted at a meeting of the Board of Directors by a majority vote of the Directors then in office.
- c. Any number of amendments to the By-laws may be submitted and voted on at any meeting.

ARTICLE XI

Uniformity of Interpretation and Severability

These By-laws shall be so interpreted and construed as to conform to the articles of incorporation and the laws of the State of Florida or any other state in which conformity may become necessary by reason of the qualification of the Association to do business in such foreign state, and where conflict between these By-laws and the articles of incorporation or a statute has arisen or shall arise, the By-laws shall be considered to be modified to the extent, but only to the extent, conformity shall require. If any By-law provision or its application shall be deemed invalid by reason of said nonconformity, the remainder of the By-laws shall remain operable in that the provisions set forth in the By-laws are severable.

CERTIFICATION

I, THE UNDERSIGNED, hereby certify that the foregoing is a true and correct copy of the Amended And Restated Constitution And By-Laws of Dominion Access Association, Inc., as adopted by the Consent Certificate which was unanimously approved and executed by the Board of Directors on July 31, 2006.



Vernon Bradley,
As its Secretary

DOMINIAN ACCESS ASSOCIATION, INC

Arkansas State Filing Information

(May 01, 2009)

1.) Association name & Address:

Dominian Access Association, Inc.
2603 Coastal Range Way
Lutz, Florida 33559

2.) This Association was incorporated in Florida on March 3, 2003.

3.) No office in Arkansas.

4.) Question not applicable.

5.) The Association charges \$4.95 per month for membership.

6.) This Association was formed for the purpose of providing improved access to financial and other services to its members in a more efficient manner. From Association's inception on March 2003 through May 1, 2009, this Association has only offered non-insurance life-style benefits to its members. In other words, no members have been sold any insurance products from the Association's inception in March 2003 through April 30, 2009. The major activities of the Association to date have been to identify and select quality benefits for its members, and all of the Association's members to date have been obtained by entering into Affiliation Agreements with other qualified groups and associations. The Association plans to offer a limited medical insurance product to its members pursuant to a group insurance policy that the Markel Accident & Health Insurance Company intends to issue to the Association. However, the Association's membership programs that will include the Markel limited medical insurance shall be sold directly to individuals and not through affiliation agreements with other groups and /or associations.

7.) As stated previously in Number 6 above, no members have been sold any insurance products from the Association's inception in March 2003 through April 30, 2009. The Association, however, would like to offer a limited medical insurance product to its members pursuant to a group insurance policy that the Markel Accident & Health Insurance Company intends to issue to the Association. Therefore, at the present time, the Association currently only offers the following two non-insurance life-style benefits to its members. Copies of the online fulfillment brochures for each benefit listed below are attached.

A.) Roadside Assistance Benefit

B.) DAA Travel Service Benefit

8.) The members who are eligible to join the Association are those individuals who share a common purpose and desire to join together to receive improved access to financial and other services in the most efficient and cost effective manner.

9.) All of the current members of the Association were not recruited. The existing members of the Association joined as Reciprocal Association Members of the Association when this Association entered into Affiliation Agreements with other qualified groups and associations. Accordingly, no mailing list was used by this Association to obtain any of its existing members.

10.) A copy of the Association's Constitution And By-laws is attached along with the signature pages in a separate attachment.

11.) There are sixteen (16) members of the Association who reside in Arkansas as of April 09, 2009, and none of these members have received any insurance benefits from this Association. The list is attached and it is provided with the understanding that this information is confidential and will be properly destroyed once this filing has either been approved or withdrawn.

12.) The Association's financial statement for December 31, 2008 is attached.

13.) This Association does not receive any compensation of any kind from issuing insurance or any other contracts to its members. In addition, the Association will not receive any compensation of any kind from for issuing insurance contracts to its members if and when the Markel Accident & Health Insurance Company issues a Group Limited Medical Insurance Policy to the Association.

DOMINIAN ACCESS ASSOCIATION

Profit and Loss Schedule

For Period Ending 12/31/2008

INCOME

Gross Income \$22,039.10

Less: Adjustments to Gross Income

Paid Vendors \$17,943.47
Paid Brokers/Marketing Reps \$2,350.62
Other Adjustments (\$25.53)

Total Adjusted Gross Income \$1,770.54

EXPENSES:

Bank Charges \$250.00
Corporation Tax \$45.00
Consulting Fees \$177.05
ISP Services \$142.80
Legal and Professional Services \$400.00
Miscellaneous \$68.70

Total Expenses \$1,083.55

Net Income or (Loss) \$686.99

DOMINIAN ACCESS ASSOCIATION

Balance Sheet

From 1/01/2008 to 12/31/2008

ASSETS

Cash \$254.00

Total Assets \$254.00

LIABILITIES and SHAREHOLDER's EQUITY

Retained Earnings \$254.00

Total LIABILITIES and SHAREHOLDER's EQUITY \$254.00



Roadside Protect Roadside Assistance

Dear Member,

Congratulations on joining the Roadside Protect Roadside Assistance Program. You receive the Sign & Drive Roadside Annual coverage. You are now covered whenever unexpected roadside troubles occur.

Your Sign & Drive Roadside Assistance coverage up to \$100 (per occurrence) for any of the following services (limited to three occurrences per calendar year):

- Towing
- Tire Change – with your spare
- Battery Jump Starts
- Fuel Delivery – Cost of fuel not included
- Lockout service
- Vehicle extrication

You will have access to 24x7 live agent service, and full coverage in the United States and Canada

We have made your usage of this program easy for you at all times. Whenever you are in need of Roadside Assistance, simply call the toll free number on your card. A live agent will ask you for the numbers located on your card. Once verified as active, a dispatch agent will ask you several questions necessary to process your service including vehicle make, model, location, etc. Please remain with the vehicle until service is performed.

Roadside Protect is happy to offer this valuable program to you! Roadside Assistance security provides you the safety and security you need in critical situations.

Sincerely,

Dean Raschke
President - CEO

Automobile Roadside Assistance Program Benefits

Sign and Drive Roadside Assistance Services provided:

- Vehicle Towing
- Vehicle Fuel Delivery
- Vehicle Extrication
- Vehicle Tire Change
- Vehicle Lock-Out
- Vehicle Jump Start

Roadside Assistance Service Includes:

- Telephone roadside dispatch twenty-four hours a day, seven days a week handled by a live agent.
- Three claim limit for each active customer; each claim has a maximum benefit of \$100.
- Full road and towing services for all self-propelled, four-wheeled vehicles, trucks and RV's with a carrying capacity of up to one ton (2000 pounds) designed, licensed, and used for private, on-road transportation from hook up to nearest service facility.
- Partial road services for recreational vehicles and trucks with more than four wheels and/or a carrying of more than one ton consisting of starting and gasoline/diesel fuel delivery service only.
- Motorcycles are provided service

Roadside Assistance Service Excludes:

- Service if member is not with the disabled vehicle.
- Transportation for the member to the vehicle for service or from the vehicle to another destination after service has been rendered
- Service will not be rendered in areas not regularly traveled, such as vacant lots, beaches, open fields or other places which would be hazardous for service vehicles to reach.
- Towing of a vehicle off a boat dock or marina.
- Delivery or Repair of tires.
- Installation or Removal of snow tires and chains nor dismounting, repairing or rotating tires.
- Vehicle's storage charges.
- Cost of Parts, installation, products, materials, impounding and additional labor relating to towing.
- Service of any kind on vehicles used for commercial purposes or using dealer tags. (Note: All trucks in New York have commercial license plates whether they are used for business or private use. If the truck is used for private use, we will dispatch.)

Automobile Roadside Assistance Program Benefits

- Service for taxicabs, tractors, boats, trailers, dune buggies, or vehicles used for competition, or stolen vehicles.
- Service for unlicensed vehicles
- Service for vehicles with expired safety inspection sticker, license plate sticker, and/or emission sticker(s) where required by law.
- Service for vehicles illegally parked or impounded.
- Repeated service calls for a car in need of routine maintenance
- Service when a vehicle is snowbound. We do not hoist, winch or shovel vehicles from unplowed areas, snow banks, snowbound driveways or curbside parking.

Travel Benefits and Services Provided:

- Travel reservations
- Hotel and motel discounts
- Car rental discounts

Dominian Access Travel Service



An On Line Travel Agency providing Travel Services For members of (your group)

Priceline.com driven for booking flights, car rentals, hotels, cruises and packages.

Book all of your air, hotel and rental cars through this site and you will receive great prices and many special deals plus features like these:



Popular features include:

- Honeymoon Registry
- Flight Tracker
- Airport Delays
- Traveler's Health
- Map an Address
- World Time Zones
- Passports/Visas



Popular Getaways Include:

- Cayman Island
- Puerto Rico
- Barbados
- Aruba
- Nassau
- Cancun



You will also have access to Hotels.com for the best prices for all of your hotel needs.

All you have to do to access these member services is to go to
www.datravel-service.com

